



## **Invitation for Bid**

**No. 202223-03**

**FOR**

### **Memorial Monuments at Centennial Park and Rotary Park**

**Date Released: July 23, 2022**

**CITY OF MADERA  
Parks & Community Services**

**Bids are due prior to 2:00 PM, Tuesday, August 9, 2022**

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**INVITATION FOR BID No. 202223-03**  
**FOR**  
**MEMORIAL MONUMENTS AT CENTENNIAL PARK AND ROTARY PARK**

**Bids are due prior to Tuesday, August 9, 2022**

## **INTRODUCTION**

The City of Madera is inviting qualified/experienced contractors to submit bid proposals for the procurement and installation of two (2) memorial monuments at two (2) City Park locations. The first memorial monument will be installed at Centennial Park located at 701 East 5<sup>th</sup> Street, and the second monument to be installed at Rotary Park located at 930 North Gateway Drive.

## **INSTRUCTIONS TO BIDDERS**

1. You may view or obtain a copy of this Invitation for Bids (IFB) by visiting or contacting the following:
  - The City's Purchasing webpage at [www.madera.gov/purchasing](http://www.madera.gov/purchasing) under Bid Announcement and Results.
  - Fresno Builders Exchange, 1244 N. Mariposa, Fresno, CA 93703
  - Valley Builders Exchange, 1118 Kansas Avenue, Modesto, CA 95352
  - Tulare-Kings Counties Builders Exchange, 823 W. Center Ave, Visalia CA 93291
  - Kern Minority Contractors Association, 1330 E. Truxton Ave., Bakersfield Ca. 993305
  - [www.ebidboard.com](http://www.ebidboard.com)
2. No bid proposal will be considered for award unless submitted in the bid format provided in this IFB. Bid proposals shall only be prepared using the bid forms which are included in this IFB or subsequent addenda issued by the City of Madera Purchasing Division. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bid proposals shall be executed by an authorized signatory as described in these Instructions to Bidders. Bidders shall neither delete, modify, nor supplement the printed matter on the bid forms nor make substitutions thereon. Deviations in the bid forms may result in the bid proposal being deemed non-responsive.
3. Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check, or certified check is required. Electronic copies of bid security shall accompany the bids, with the originals submitted to the City of Madera's

Procurement Services Manager no later than three days following bid opening. Bid securities shall be made in favor of the City of Madera.

4. There will be a pre-bid site visit at 10:00 AM on Thursday, July 28, 2022, at Centennial Park, 701 East 5<sup>th</sup> Street, Madera, CA, immediately followed by a site visit at 10:45 AM at Rotary Park located at 930 North Gateway Drive.
5. Questions concerning the IFB must be submitted via email to [jstickman@madera.gov](mailto:jstickman@madera.gov) using the Bidder Question Form in "Attachment A" no later than **5:00 PM on Tuesday, August 2, 2022.**

**No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.**

6. ***It is required that you email your bid to [jstickman@madera.gov](mailto:jstickman@madera.gov) by 2:00 PM on Tuesday, August 9, 2022.*** No hard copies of bid submittals will be accepted.

Bid proposals shall be sent via email only, with the subject line: **"IFB No. 202223-03 MEMORIAL MONUMENTS AT CENTENNIAL PARK AND ROTARY PARK, DO NOT OPEN UNTIL TIME OF BID"** by the time and date specified above.

Bid proposals received after the time and date specified above will be considered nonresponsive.

Bid proposals will be publicly opened and read aloud on Tuesday, August 9, 2022, at 2:00 PM via Zoom. Copy and paste the link below into the address bar of your web browser to view:

Join Zoom Meeting

<https://us06web.zoom.us/j/85923288836?pwd=dUFaamFoSC9BeGpRQ2tDdS8wQVZmZz09>

Meeting ID: 859 2328 8836

Passcode: 132182

One tap mobile

+16694449171

## **GENERAL INFORMATION**

1. Attention of Bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

2. 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.
3. The City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
4. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
5. The City reserves the right to modify this Invitation for Bids (IFB) at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the IFB. Bidder is responsible to contact City's Purchasing Division prior to submitting a bid to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at [www.madera.gov/purchasing](http://www.madera.gov/purchasing) under Bid Announcement and Results.

**Questions concerning the IFB must be submitted via email to [jstickman@madera.gov](mailto:jstickman@madera.gov) using the Bidder Question Form in "Attachment A" no later than 5:00 PM on Tuesday, August 2, 2022.**

**No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.**

6. Bid proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
7. Any bid proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such bid proposal is filed with Purchasing. The withdrawal of a bid proposal shall not prejudice the right of a Bidder to file a new bid proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of bid proposals, a bid proposal may not be withdrawn or altered.
8. Bidder is responsible for fully acquainting itself with the conditions of the project site (which may include more than one site), as well as those relating to the construction and labor of the project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the project.
9. The City reserves the right to seek supplementary information from any Bidder at any

time after official bid proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original bid proposal.

10. Issuance of the IFB and receipt of bid proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all bid proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.
11. Bid security in the amount of ten (10) percent of the amount of bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check, or certified check shall accompany bids. Bid securities shall be made in favor of the City of Madera.
12. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the Attachment F "Sample" Construction Contract which is provided for information purposes only and to help clarify City intent relevant to this IFB as well as general contract requirements of the City.
13. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.
14. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained from the Director of the Department of Industrial Relations the general prevailing rate for each craft, classification, or types of workers required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.

Each Contractor and Subcontractor shall keep an accurate payroll record, 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 the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776, as well as provided to the City on a weekly basis.

Department of industrial Relations Registration of Contractors & Subcontractors:

**Department of Industrial Relations Annual Registration:**

- a) Beginning on March 1, 2015, pursuant to Labor Code Sections 1772 and 1771.1(b) - 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 Department of Industrial Relations.
- b) No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations.
- c) Beginning on April 1, 2015, pursuant to Labor Code Section 1725.5 - no Contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.
- d) Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).
- e) Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.
- f) Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
- g) Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a) (2) - the contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
- h) Pursuant to Labor Code Section 1773.3 - the Public Agency must file a PWC 100 Form with the DIR within 5 days of the award of a public works project. PWC Form 100 will be amended to reflect changes in contract time. The DIR will also be notified within 5 days of the completion of project.

In bidding on this Project, it shall be the Bidders sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law(s) in the Project bid.

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public

money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project. The list of debarred contractors is available from the Department of Industrial Relations at [www.dir.ca.gov/DLSE/Debar.html](http://www.dir.ca.gov/DLSE/Debar.html)

15. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Any Federal or State of California License/Certification required to provide the services will be required. A **Class A General Contractors license OR a Class C-29 Masonry license** will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.
16. Bidder's Proprietary Information: Upon bid opening all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the Bidder within ten (10) business days of the award. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.
17. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference. Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

## INSURANCE REQUIREMENTS

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**

Contractor shall indemnify, defend and hold harmless, City of Madera, 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.

## **SCOPE OF WORK**

The City of Madera is inviting qualified/experienced contractors to submit bid proposals for the procurement and installation of two (2) memorial monuments at two (2) City Park locations. The first memorial monument will be installed at Centennial Park located at 701 East 5<sup>th</sup> Street, and the second monument to be installed at Rotary Park located at 930 North Gateway Drive.

## **DESCRIPTION OF BID ITEMS**

**MEASUREMENT OF QUANTITIES** Unless otherwise specified, quantities of work shall be determined from field measurements by the Engineer 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 City Engineer.

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.

## **BID ITEM 1 - MOBILIZATION, BONDS, INSURANCE & PERMITS (NOT TO EXCEED \$3,000)**

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 project operations.
2. Establishing safety zone about project area.
3. Maintain park 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. Provide Construction Schedule for each project site.
10. The Construction Schedule shall include phasing of work to allow for the continuation of daily hours of operations at each City Park.

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 **\$3,000**. 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 - PREPARATION FOR MONUMENT LOCATIONS**

The contract lump sum price paid for preparation of each monument location shall be coordinated with the Parks Department. The work shall include saw cutting and removal of existing surfaces and/or existing plant material and include backfill and compaction necessary for foundations, the locations shall be paid for under this bid item and no additional payment will be made therefore.

The Parks and Community Services Department shall approve the final location of each monument.

The unit price paid per lump sum shall include full compensation for furnishing all labor, materials, tools, equipment, including incidentals for sawcutting of the existing PCC/AC pavement or ground and backfill and compaction as directed by the Parks and Community Services Parks Supervisor.

#### **BID ITEM 3 - PLACEMENT OF MONUMENT PCC FOUNDATIONS WITH REINFORCED STEEL**

The contract lump sum price paid for placement of each foundation shall include 5-sack PCC concrete, necessary saw-cutting to fit the foundation and installation of reinforced steel according to attached drawing.

The Contractor shall coordinate with Parks and Community Services Parks Supervisor regarding final grade/elevations of monument foundations and effect on adjacent Parks facilities and sidewalks.

The lump sum price paid for this bid item shall include all labor, materials, tools, equipment, and incidentals as necessary for the monument foundations, as directed by the Parks and Community Services Parks Supervisor.

**BID ITEM 4 - CONSTRUCT MONUMENT FRAMING, INCLUDING 24"x30" PLAQUE FRAME INSERT**

The contract lump sum price paid for framing of the monument shall include construction of the monument framing according to dimensions necessary to fit the 24"x30" plaque frame and conformed to the attached drawing.

The unit price paid per lump sum shall include all labor, materials, tools, equipment, and incidentals for doing all the work involved as directed by the Parks and Community Services Parks Supervisor.

**BID ITEM 5 - PROVIDE EXTERIOR FRAMING W. EXTERIOR BOARD, LATH, AND APPLICATION OF PLASTER TO RECEIVE STONE VENEER MONUMENT SURFACING**

The lump sum price paid for the application of stucco about the monument and preparing monument surface for the installation of stone veneer as specified.

The unit price paid per lump sum shall include all labor, materials, tools, equipment, and incidentals for doing all the work as directed by the Parks and Community Services Parks Supervisor.

**BID ITEM 6 - PROVIDE & INSTALL STONE VENEER MONUMENT SURFACING**

The unit price paid per lump sum shall include furnishing and applying stone veneer as specified by manufacturer, specifications included in document.

Submittal of stone veneer material is required for Engineering approval.

The unit price paid per lump sum shall include all labor, material, equipment, transportation and incidentals for doing all the work as directed by the Parks and Community Services Parks Supervisor.

**BID ITEM 7 – INSTALL BRONZE PLAQUES FURNISHED BY THE CITY**

The lump sum contract unit price for this bid item shall include the installation of bronze plaques at each Park location, the contractor shall coordinate with the manufacturer with regard to method for installation of plaques.

Bronze plaques to be provided by Signs of Success of Santa Maria, CA, contact Devan Sheppard at (805) 925-7545 for information. The City Parks and Community Services Department has ordered the plaques to be delivered.

The unit price paid per lump sum shall include all labor, materials, tools, equipment, and incidentals for doing all the work as directed by the Parks and Community Services Parks Supervisor.

**ITEM NO. 8 – MISCELLANEOUS FACILITIES & OPERATIONS (F) (NOT TO EXCEED \$3,000):**

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 **\$3,000**. 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. Traffic control as required for construction of project.
2. Trimming of onsite trees for clearance of equipment and installations.
3. Disposal of debris.
4. Dewatering as needed for construction.
5. Maintaining access to the City Parks affected by the work.
6. No parking signs as required for construction.
7. Replacement of existing sprinklers/facilities damaged during construction
8. Erosion control measures.
9. Clean-up.
10. Demobilization for the work.

The lump sum contract unit price includes all labor, material, equipment, tools and incidentals to install projects signs, adjust survey monuments to grade; restore irrigation systems inclusive of pipelines, sprinkler heads and other appurtenances; restore landscaping, lawns, shrubs, trees, and plants; and any item or items not covered by a bid item in accordance with the Plans and Specifications, and no additional payment will be made therefore.

\* \* \* \* \*

### **BIDDER CHECKLIST**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID PROPOSAL.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

#### **REQUIRED**

- ☒ 1. **BID PROPOSAL FORM**
- ☒ 2. **BID SCHEDULE**
- ☒ 3. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
- ☒ 4. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:
  - ☐ Certified Check    ☐ Bidder's Bond (submitted on form in this IFB)
  - ☐ Cashier's Check    ☐ Irrevocable Letter of Credit
  - ☐ Certificate of Deposit
- ☒ 5. **CERTIFICATION (Comptroller General's List)**
- ☒ 6. **NONCOLLUSION AFFIDAVIT**
- ☒ 7. **PUBLIC CONTRACT CODE**
- ☒ 8. **DEBARMENT AND SUSPENSION CERTIFICATION**
- ☒ 9. **EQUAL OPPORTUNITY CERTIFICATION**
- ☒ 10. **ADDENDA** – Signature page of all Addenda issued

**Submit no later than 4:00 p.m. on the 3rd business day after bid opening:**

- ☒ **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE),** excluding specialty items designated by the City on the bid proposal to be submitted via email to [jstickman@madera.gov](mailto:jstickman@madera.gov) within three working days from the date of the bid opening.
- ☒ **BID DEPOSIT (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4<sup>th</sup> Street, Madera, Ca 93637) in the form of:**
  - ☐ Certified Check    ☐ Bidder's Bond (submitted on form in this IFB)
  - ☐ Cashier's Check    ☐ Irrevocable Letter of Credit
  - ☐ Certificate of Deposit

**BID PROPOSAL FORM**

**MEMORIAL MONUMENTS AT CENTENNIAL PARK AND ROTARY PARK**

**IFB 202223-03**

Bid 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 your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**MEMORIAL MONUMENTS AT CENTENNIAL PARK AND ROTARY PARK, IFB 202223-03**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in **50 Calendar Days**.

BIDDER further agrees to pay as liquidated damages, the sum of **\$1,000** for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid 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 therefor the following prices, to wit:



### **BID SCHEDULE**

The following Bid Schedule lists the items necessary to complete the work. Each item is all inclusive and must include the total cost of labor and materials 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.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	TOTAL ITEM PRICE
1	Mobilization, Insurance & Bonds (not to exceed \$3,000)	LS	1	
2	Preparation of Monument Locations	LS	1	
3	Placement of Monument Foundations w. Rebar	LS	1	
4	Construct Monument Framing Including 24"x30" Plaque Framing	LS	1	
5	Provide Stucco Base Monument Surface	LS	1	
6	Provide & Install Stone Veneer Monument Surface	LS	1	
7	Provide Plaque Framing & Surfacing	LS	1	
8	Install Plaque Furnished by Others	LS	1	
9	Miscellaneous Facilities & Operations (F) (not to exceed \$3,000)	LS	1	

(F) Final Pay Quantity

TOTAL BASE BID 1 THROUGH 9, INCLUSIVE: \$ \_\_\_\_\_

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

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

### BID PROPOSAL SIGNATURE PAGE

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

The final bid amount shall include local, state, and federal taxes.

DATE

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COMPANYNAME

---

STREET ADDRESS

---

CITY/STATE/ZIP

---

PHONE NUMBER

---

EMAIL

---

PERSON PREPARING BID

---

TITLE

---

SIGNATURE

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CITY OF MADERA BUS. LIC. NO.

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CA CONTRACTOR'S LIC. NO. & CLASS

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DIR REGISTRATION NO. & WORK CLASSIFICATION

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Attest

(Seal if bid is by a corporation)

## SUBCONTRACTOR LISTING

The following named subcontractors(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total BID presented herewith or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as REQUIRED by Section 4104 of the California Public Contract code.

Subcontractor: \_\_\_\_\_

Business Address: \_\_\_\_\_

CSLB No. & Classification: \_\_\_\_\_

DIR No. & Classification: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Business Address: \_\_\_\_\_

CSLB No. & Classification: \_\_\_\_\_

DIR No. & Classification: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Business Address: \_\_\_\_\_

CSLB No. & Classification: \_\_\_\_\_

DIR No. & Classification: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Business Address: \_\_\_\_\_

CSLB No. & Classification: \_\_\_\_\_

DIR No. & Classification: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Business Address: \_\_\_\_\_

CSLB No. & Classification: \_\_\_\_\_

DIR No. & Classification: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

*Duplicate this form as necessary.*

**BID BOND**

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as  
Surety, are hereby held and firmly bound unto \_\_\_\_\_ as Owner in  
the penal sum of \_\_\_\_\_ for the payment of which, well and truly to  
be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The condition of the above obligation  
is such that whereas the Principal has submitted to \_\_\_\_\_ a certain  
bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

**"IFB 202223-03 Memorial Monuments at Centennial Park and Rotary Park"**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_ (L.S.)      By \_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal and Notarial Acknowledge of Surety)

## NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MADERA

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder	_____
Signature	_____
Name	_____
Title	_____
Dated	_____

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985) the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offences referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note. The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above. The above Statement is part of the bid proposal.

### **Public Contract Code Section 10162 Questionnaire**

In accordance with the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is Yes, explain the circumstances in the following space.

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### **Public Contract Code 10232 Statement**

In accordance with Public Contract Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Bidder within the immediately preceding two (2) year period because of the Bidder's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the bid proposal. Signing this bid proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false Certification may subject the certifier to criminal prosecution.

## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury under the laws of the State of California, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder \_\_\_\_\_,  
proposed subcontractor \_\_\_\_\_,  
hereby certifies that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## STANDARD SPECIFICATIONS AND PLANS

The following indicated provisions of the City of Madera's Standard Specifications are hereby referred to and incorporated herein as though set forth in full.

The Standard Specifications and Standard Drawings are available online at <https://www.madera.gov/home/departments/engineering/standard-drawings/>, and click on Specifications or Drawings. These online specifications and drawings are the most current, approved issue.

### STANDARD SPECIFICATIONS

SECTION	TITLE
1.	TERMS, DEFINITIONS
2.	SCOPE AND CONTROL OF THE WORK
3.	CHANGES IN WORK
4.	CONTROL OF MATERIALS
5.	UTILITIES
6.	PROGRESS AND ACCEPTANCE OF WORK
7.	CONTRACTOR'S RESPONSIBILITIES & CONDUCT
8.	MEASUREMENT AND PAYMENT
9.	RESERVED
10.	CLEARING AND GRUBBING
11.	EXCAVATION & GRADING
12.	AGGREGATE SUBBASE AND AGGREGATE BASE
13.	ASPHALT CONCRETE PAVEMENT
14.	CONCRETE IMPROVEMENTS
15.	TRAFFIC DIVIDER ISLANDS
16.	TRENCHING AND TRENCH RESURFACING
17.	SANITARY SEWER PIPE AND APPURTENANCES
18.	BIKE LANE GUIDELINES
19.	JACKING PIPE
20.	STORM DRAINAGE PIPING AND STRUCTURES
21.	DOMESTIC WATER FACILITIES DESIGN CRITERIA
22.	WATER FACILITIES
23.	TRAFFIC SIGNALS
24.	DEMOLITION OF BUILDINGS
25.	PLANTING AND IRRIGATION SYSTEMS
26.	RESERVED
27.	CONSTRUCTION PLAN SUBMITTALS
28.	TRAFFIC STRIPES AND PAVEMENT MARKINGS
29.	CONCRETE MASONRY WALL
30.	ORNAMENTAL STREET LIGHTING

## STANDARD SPECIFICATIONS

SECTION	TITLE
31.	TRAFFIC SIGNALS
32.	“UPS” FOR TRAFFIC SIGNALS

## STANDARD PLANS

PLAN NUMBER	TITLE
B-1	FOUR (4) INCH MASONRY WALL
B-2	SIX (6) INCH MASONRY WALL
B-3	CHAINLINK FENCE DETAILS
B-4	COMPLEX DIRECTORY SIGN
B-5	PEDESTRIAN RAMP
B-6	PEDESTRIAN RAMP
E-1	SURVEY MONUMENT
E-2	PROPERTY MONUMENT DETAILS
E-3	ELEVATION BENCHMARK DETAILS
E-4	PARKING LOT REQUIREMENTS
E-5	SPECIFICATIONS PARKING LOT
E-6	PARKING LOT DETAILS
E-7	TYPICAL REFUSE CONTAINER ENCLOSURE DETAILS
S-1	48 INCH SEWER MANHOLE
S-2	60 INCH SEWER MANHOLE
S-3	WASTE WATER SAMPLING MANHOLE
S-4	DROP MANHOLE TYPE “A”
S-5	DROP MANHOLE TYPE “B”
S-6	CAST IRON MANHOLE FRAME AND COVER
S-7	LAMP HOLE SEWER CLEANOUT
S-8	PIPE BEDDING & TRENCH BACKFILL (for concrete encasement, 6” – 24” pipe)
S-9	CONCRETE SUPPORT FOR UNDERCUT PIPELINES 12” OR LARGER
S-10	PIPE BEDDING & TRENCH BACKFILL
S-11	SAND AND GREASE INTERCEPTOR
S-12A	SEWER HOUSE BRANCH CONNECTION DETAILS “A”
S-12B	TEMPORARY CLEANOUT
S-13	HOUSE BRANCH CONNECTIONS
S-14	INSTALLATION OF SEWER PIPE IN JACKED STEEL CASING

## STANDARD PLANS

PLAN NUMBER	TITLE
SD-1	STORM DRAIN BASIN REQUIREMENTS
SD-2A	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2B	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2C	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2D	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2E	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2F	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2G	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
SD-2H	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
ST-1	CONCRETE VALLEY GUTTER
ST-2	RESIDENTIAL STREET
ST-3	RESIDENTIAL ACCESS STREET
ST-4	COLLECTOR STREET WITH TWO WAY LEFT TURN LANE
ST-5	ARTERIAL STREET
ST-6	FRONTAGE STREET
ST-7	CONCRETE VALLEY GUTTER IN ALLEYS
ST-8	COMMERCIAL AND RESIDENTIAL CONCRETE ALLEY APPROACH
ST-9	STRUCTURAL SECTION FOR RESIDENTIAL BOUNDARY STREET
ST-10	STRUCTURAL SECTION FOR COLLECTOR BOUNDARY STREET
ST-11	CUL-DE-SAC DETAIL (DEAD END ROAD)
ST-12	TYPICAL CURB AND CURB & GUTTER
ST-13	SIDEWALK AND APPROACH DETAIL – 1
ST-14	SIDEWALK AND APPROACH DETAIL – 2
ST-15	NEW DRIVEWAY WITH EXISTING GUTTER
ST-16	CURB ACCESS RAMP
ST-17	SIDEWALK CHANNEL DRAIN NEW OR EXISTING
ST-18	STORM WATER INLET
ST-19	UTILITY LOCATION IN STREET AREA
ST-20	STREET LIGHT INSTALLATION
ST-21	STREET LIGHT POLE NUMBERING
ST-22	STREET LIGHT CONCRETE PULL BOX
ST-23	STREET LIGHT CONNECTION DIAGRAM
ST-24	SPECIFICATIONS STREET LIGHT INSTALLATION
ST-25	STREET NAME SIGN

## STANDARD PLANS

PLAN NUMBER	TITLE
ST-26	STREET NAME SIGN
ST-27	GUARD PANEL
ST-28	PROTECTION POST
ST-29	STREET EXCAVATION, BACKFILL & SURFACE RESTORATION
ST-30	DECORATIVE STREET LIGHTS
W-1	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-2	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-3	THRUST BLOCK BEARING AREA
W-4	CAST IRON CAP FOR REPAIR OF A.C. PIPE
W-5	FIRE HYDRANT INSTALLATION WITH PROTECTOR POSTS
W-6	FIRE HYDRANT PAVEMENT MARKERS
W-7	REPLACEMENT OF HOUSE SEWER CROSSING WATER MAIN
W-8	VALVE WELL & COVER
W-9A	1" WATER SERVICE CONNECTION WITH METER
W-9B	WATER SERVICE CONNECTION & METER BOX INSTALLATION
W-10	1¼", 1½", 2" SERVICE CONNECTION & METER BOX INSTALLATION
W-11	WATER SAMPLING STATION
W-12	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (RP) FOR WATER MAIN CONNECTION & PROCEDURES
W-13	FLUSHING NEW WATER MAIN
W-14	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY
W-15	REDUCED PRESSURE PRINCIPLE FIRE SPRINKLER SYSTEM CLASS III, IV & V
W-16	DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY
W-17	WATER WELL DESTRUCTION
W-18	AIR VACUUM AND RELEASE VALVE
W-19	DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY
W-20	CONSTRUCTION WATER SOURCE
W-21	PRESSURE VACUUM BREAKER
W-22	INSTALLATION REQUIREMENTS FOR AN APPROVED AIR GAP SEPARATION
W-23	MONITORING WELL MANHOLE CONSTRUCTION DETAIL
W-24	COMPOUND METER SETTING WITH BY-PASS
W-25	TURBINE METER SETTING WITH BY-PASS
W-26	FIRE HYDRANT INSTALLATION
W-27	GUARD POST DETAILS

**STANDARD PLANS**

<b>PLAN NUMBER</b>	<b>TITLE</b>
W-28	BLOW-OFF ASSEMBLY TYPE B
W-29	AQUAGRIP GATE VALVE

**ATTACHMENT A  
BIDDER QUESTION FORM**

Shaded portions of this form for City use only.

<b>CITY OF MADERA</b> <b>IFB 202223-03, MEMORIAL MONUMENTS AT</b> <b>CENTENNIAL PARK AND ROTARY PARK</b>		<b>ATTENTION: Jennifer Stickman</b> <b>E-mail: <u>jstickman@madera.gov</u></b> <b>Phone: (559) 661-5463</b>
<b>PREBID SITE VISIT: 10:00AM/10:45AM, 07/28/2022</b> <b>DEADLINE FOR QUESTIONS: 5:00PM, 08/02/2022</b> <b>BID OPENING: 2:00PM, 08/09/2022</b>		<b>DATE RECEIVED:</b> _____ <b>QUESTION No.:</b> _____
<b>FROM:</b> _____		<b>DATE:</b> _____
<b>COMPANY:</b> _____		<b>PHONE No:</b> _____
<b>CONTACT PERSON:</b> _____		<b>E-MAIL:</b> _____
<b>QUESTION (One question per sheet):</b>		
<b>ANSWER:</b>		
<b>RESPONSE BY:</b> _____		<b>DATE:</b> _____
<b>ADDENDUM ISSUED: YES</b> _____ <b>NO</b> _____		

*Duplicate this form as necessary.*

**ATTACHMENT B**  
**WORK LOCATION PHOTOS**





CENTENNIAL PARK  
701 EAST 5TH STREET  
MADERA, CA 93638

THADDEUS SRAN PLAQUE LOCATION

DATE: JULY 6, 2022





ROTARY PARK  
1030 SOUTH GATEWAY DRIVE  
MADERA, CA 93637

RIPPETOE PLAQUE LOCATION

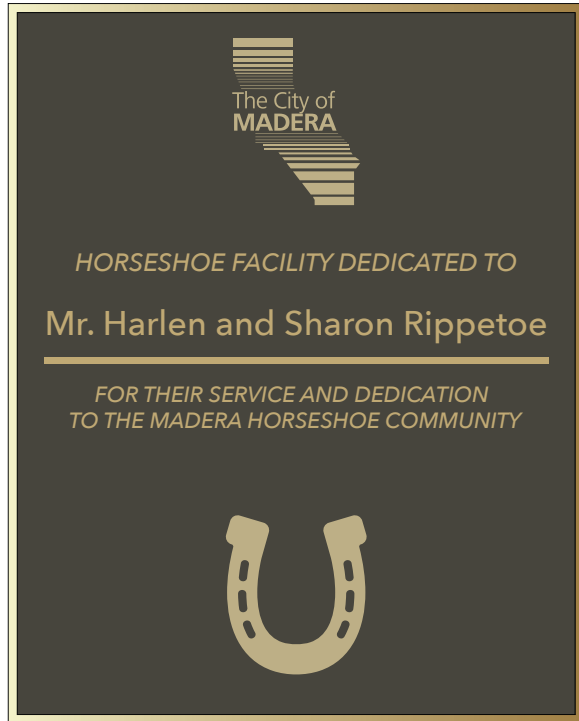
DATE: JULY 6, 2022

**ATTACHMENT C**  
**PLAQUE PEDESTAL PROOFS AND INSTALLATION DRAWING**



# Cast Metal Plaque

Scale 1/8"=1"



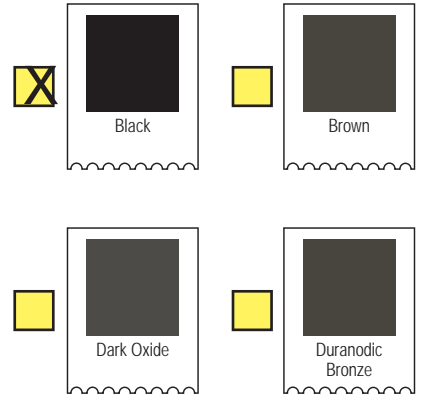
Size: 24x30

Quantity: 1

Text and Border Finish



Background Color:  
(Please Select)



Text: Avenir Next Medium, Regular & Bold

Single Line Bevel

Sand Texture

Black Background

Satin Brushed

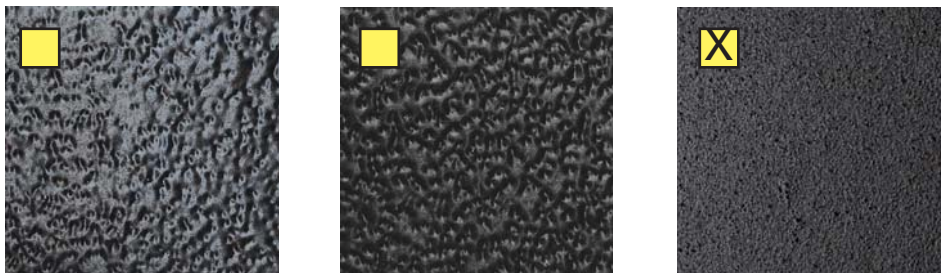


**Blind Stud Mount**  
Standard mechanical method of dimensional letter attachment. Stud mounted letters are attached to wall with permanent adhesive and stainless steel studs.

Border Option:  
(Please Select)



Background Texture:  
(Please Select)



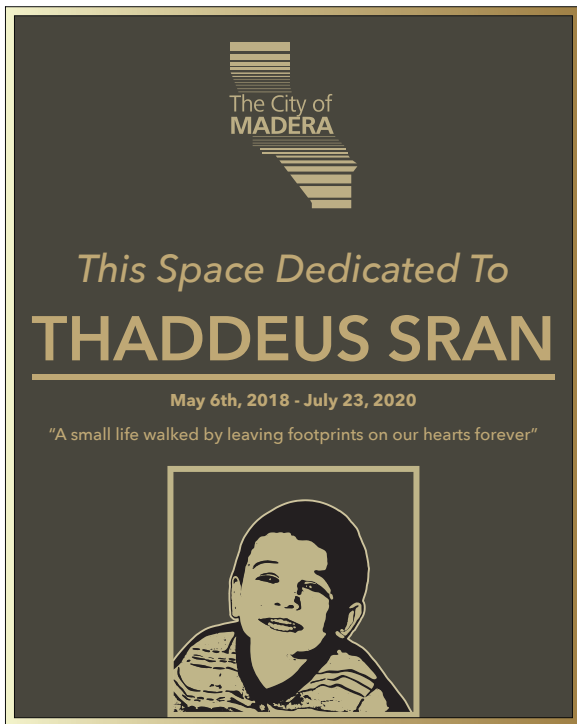
## 4. CAST METAL PLAQUE(S)

- A. Material: Bronze
- B. Thickness: 1/4" or 5/16"
- C. Mounting: Blind Stud Mount
- D. Typestyle: Helvetica or Times Roman
- E. Finish: Semi Gloss
- F. Please Select Background Color:  
Choices: Black // Dark Oxide // Brown // Duranodic Bronze
- G. Please Select Texture:  
Choices: Leatherette // Stipple // Sand
- H. Size & Quantities as Noted

FOR ADDITIONAL DETAILS  
SEE CAST METAL PLAQUES:  
- TYPICAL NOTE 4

# Cast Metal Plaque

Scale 1/8"=1"



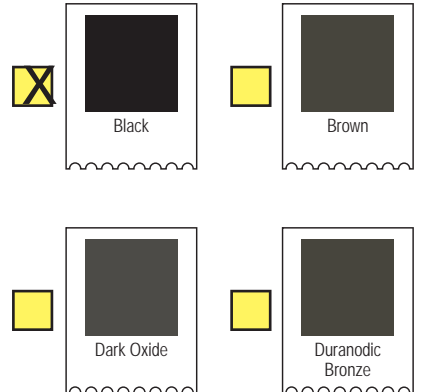
Size: 24x30

Quantity: 1

Text and Border Finish:



Background Color:  
(Please Select)



Text: Avenir Next Medium, Regular & Bold

Single Line Bevel  
Sand Texture  
Black Background  
Satin Brushed

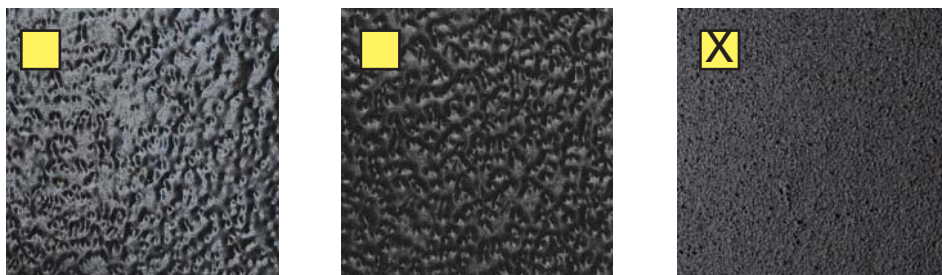


**Blind Stud Mount**  
Standard mechanical method of dimensional letter attachment. Stud mounted letters are attached to wall with permanent adhesive and stainless steel studs.

Border Option:  
(Please Select)



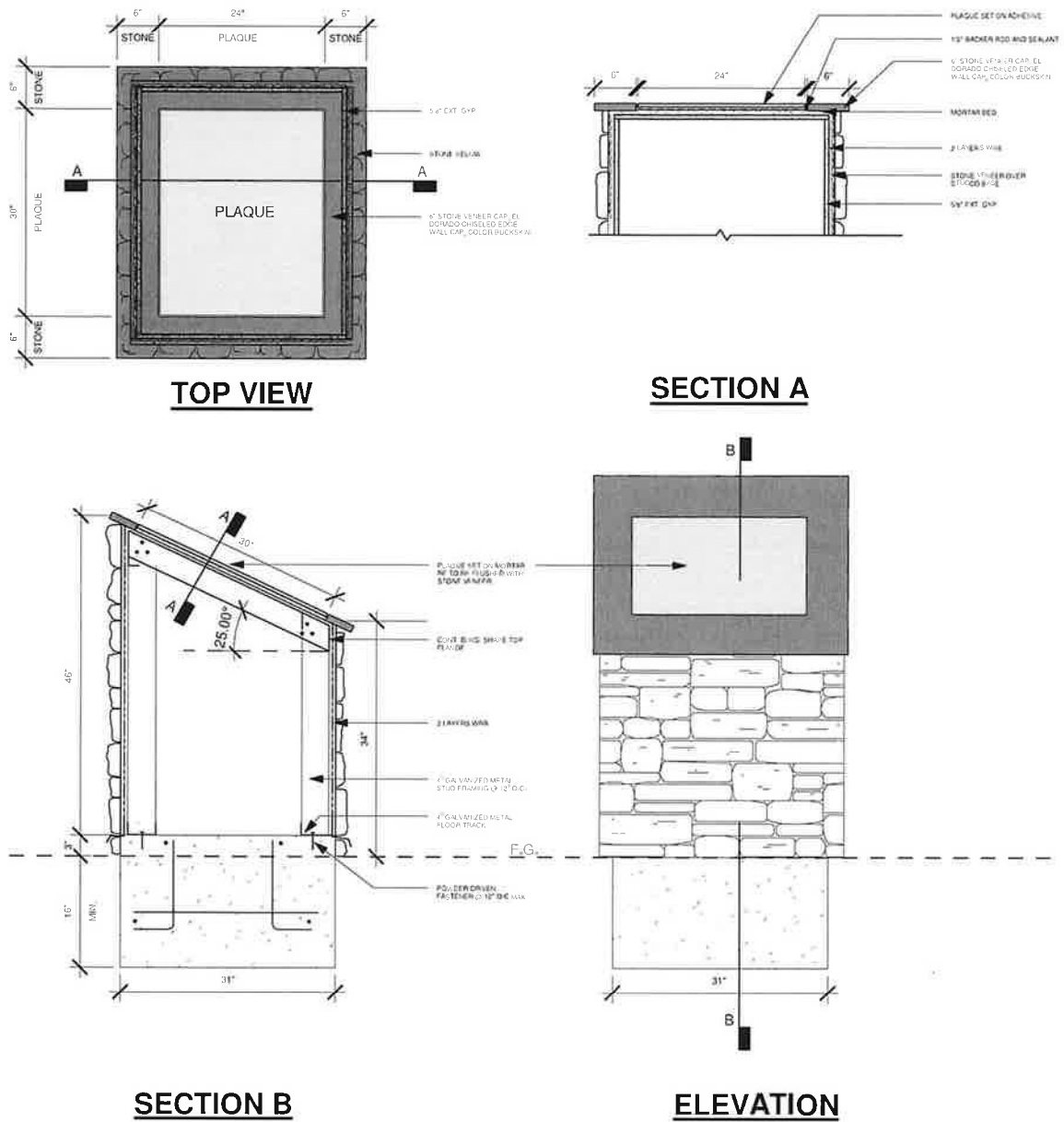
Background Texture:  
(Please Select)



## 4. CAST METAL PLAQUE(S)

- A. Material: Bronze
- B. Thickness: 1/4" or 5/16"
- C. Mounting: Blind Stud Mount
- D. Typestyle: Helvetica or Times Roman
- E. Finish: Semi Gloss
- F. **Please Select Background Color:**  
Choices: Black // Dark Oxide // Brown // Duranodic Bronze
- G. **Please Select Texture:**  
Choices: Leatherette // Stipple // Sand
- H. Size & Quantities as Noted

FOR ADDITIONAL DETAILS  
SEE CAST METAL PLAQUES:  
- TYPICAL NOTE 4



1 MONUMENT SIGN PEDESTAL  
 3/4" = 1'-0"

City of Madera  
 PLAQUE PEDESTAL

REF. SHEET \_\_\_\_\_  
 DRAWN BY JM  
 CHECKED BY \_\_\_\_\_  
 DATE 05/18/22  
 JOB NO. \_\_\_\_\_  
 SCALE \_\_\_\_\_

**ATTACHMENT D**  
**SPECIFICATIONS DESIGN MIX – ADHERED VENNER/MASONRY MORTAR**



04 DIVISION  
MORTAR

## ADHERED VENEER MASONRY MORTAR



### Superior Adhesion. Highly Durable.

SPEC MIX® Adhered Veneer Mortar (AVM) is a specially formulated mortar for use in the installation of thin veneer masonry units. It contains an optimal blend of dry cementitious materials, masonry sand, and performance enhancing admixtures specifically designed for use as a scratch coat, bond coat and joint grout for thin veneer masonry units. It is formulated as a cohesive material with consistent workability, high water retention and excellent bond strength. The final wall system will produce a non-load bearing, aesthetically pleasing exterior veneer or interior finish on concrete or masonry walls, stud walls or metal buildings.

SPEC MIX AVM meets the requirements of ASTM C 270, ASTM C 1714, and CSA A 179 for Type S mortar including ACI 530 shear strength requirements. SPEC MIX AVM has been rigorously tested to reduce "pop-offs" and contractor call-backs to repair adhered veneer failures common with standard mortars. SPEC MIX AVM is available in standard and custom colors.

SPEC MIX Adhered Veneer Mortar is acceptable for use in the installation of thin masonry veneer in all types of construction: concrete, masonry, wood frame or steel studs. Submittals are available upon request for certification to applicable ASTM, ACI, and CSA standards.

#### TYPICAL MATERIALS

PORTLAND CEMENT  
HYDRATED LIME  
PERFORMANCE ADMIXTURES  
SAND



STANDARD (VM-01)  
COLOR (VM-05)

AVAILABLE  
IN COLOR







## ADHERED VENEER MASONRY MORTAR

### INSTALLATION/APPLICATION

SPEC MIX Adhered Veneer Mortar should be installed in accordance with the provision of the local building codes. It should also be installed in accordance with the instructions and requirements provided by the producer of the manufactured stone or brick. Prior to installation, all surfaces should be cleaned before applying mortar. A water-resistant barrier should be applied to surfaces other than concrete masonry.

Using a trowel, apply SPEC MIX Adhered Veneer Mortar ½ inch to ¾ inch (13 mm to 19 mm) thick to surface making sure to embed the mortar into the wire lath. Before the mortar begins to harden, use a notched trowel to "scratch" the mortar surface. Coat the back of each unit with mortar and press it firmly into place until the excess material extrudes from the sides of the unit. Once all units are in place, fill each joint with Adhered Veneer Mortar by using a grout bag, trowel and a tuckpointing tool or gun. Alternatively, the units can be applied to a scratch coat that has been cured. Mortar shall be used and placed in final position within 2.5 hours after initial mixing or discarded at that time. Whenever possible, do not retemper colored SPEC MIX Adhered Veneer Mortar by adding additional water; retempering may affect color consistency. SPEC MIX products must be kept dry, covered and protected from weather and other damage.

### SIZES AND EQUIPMENT

SPEC MIX Adhered Veneer Mortar is available in 80 lb (36.2 kg) packages for easy hand loading or in 3,000 lb (1,360.7 kg) reusable bulk bags to be used with the various SPEC MIX silo systems. When using the silo system, once the bulk bags of mortar are delivered to the project site, the portable silo is loaded with a jobsite forklift and the product is dispensed into a mechanical batch mixer.

### MIXING INSTRUCTIONS

**WEAR IMPERVIOUS GLOVES**, such as nitrile.

1. Mixing is best accomplished by using a mechanical mixer to ensure optimal workability and performance.
2. Use clean, potable water; add the amount of water consistent with optimum workability which provides adequate water to satisfy the initial rate of absorption of the masonry units.
3. Mixing times are four to five minutes when using a mechanical batch mixer and should be held consistent from batch to batch.

### 28 DAY TEST RESULTS

	ASTM C 482 Bond Strength	ACI 530 Requirement
Manufactured Thin Stone	151 PSI (1 MPa)	50 PSI (0.3 MPa)
Natural Thin Stone	127 PSI (0.8 MPa)	50 PSI (0.3 MPa)

### ESTIMATED YIELDS

	80 lb Bag	3,000 lb Bag
Scratch Coat	20 to 23 ft² (1.8 to 2.1 m²)	750 to 860 ft² (69.6 to 79.8 m²)
Bonding Coat	24 to 26 ft² (2.2 to 2.4 m²)	900 to 975 ft² (83.6 to 90.5 m²)
Joint Grout	38 to 40 ft² (3.5 to 3.7 m²)	1,425 to 1,500 ft² (132.3 to 139.3 m²)
Full Installation	13 to 15 ft² (1.2 to 1.3 m²)	485 to 560 ft² (45 to 52 m²)

Note: The yields given above are approximate and depend on labor practices, site conditions and design of work. Yields include typical waste. Please contact your local representative for more specific yield information in your area.



4. Maintain the same mixing procedures to maintain consistency throughout the project.
5. Tool mortar joints when the surface is thumb-print hard. Keep tooling times consistent.
6. Hand mix mortar only with written approval by the specifier who should outline procedures.
7. Use mortar within 2.5 hours after initial mixing.
8. Retemper mortar only when mixing water is lost due to evaporation.
9. Whenever possible, do not retemper colored SPEC MIX masonry mortars by adding additional water; retempering may affect color consistency.

### LIMITATIONS

SPEC MIX Adhered Veneer Mortar should be installed in accordance with the provisions of the local building code and applicable ASTM standards. Good workmanship coupled with proper detailing and design assures durable, functional, watertight construction. Follow proper cold-weather and hot-weather masonry procedures at temperatures below 40 °F (4 °C) or above 100 °F (38 °C) respectively.

### LIMITED WARRANTY

#### In the United States

**NOTICE:** Obtain the applicable LIMITED WARRANTY at [www.specmix.com/product-warranty](http://www.specmix.com/product-warranty) or send a written request to SPEC MIX, LLC, Five Concourse Parkway, Atlanta, GA 30328, USA.

**AVISO:** Obtenga la GARANTÍA LIMITADA correspondiente en [www.specmix.com/product-warranty](http://www.specmix.com/product-warranty) o envíe una solicitud por escrito a SPEC MIX, LLC, Five Concourse Parkway, Atlanta, GA 30328, USA.

#### In Canada

**NOTICE:** Obtain the applicable LIMITED WARRANTY at [www.specmix.com/product-warranty](http://www.specmix.com/product-warranty) or send a written request to SPEC MIX, LLC, Five Concourse Parkway, Atlanta, GA 30328, USA.

**AVIS:** Obtenez la GARANTIE LIMITÉE applicable sur [www.specmix.com/produit-garantie](http://www.specmix.com/produit-garantie). Ou envoyez une demande écrite à SPEC MIX, LLC, Five Concourse Parkway, Atlanta, GA 30328, USA.

### TECHNICAL SUPPORT

- CONTACT YOUR LOCAL SPEC MIX® MANUFACTURER
- VISIT [WWW.SPECMIX.COM](http://WWW.SPECMIX.COM)
- CONTACT SPEC MIX®  
PHONE: 651-994-7120 FAX: 651-454-5315

**ATTACHMENT E**  
**ELDORADO STONE MANUFACTURER**

12/5/2018

Limestone - Eldorado Stone



## Limestone



Limestone is a tailored stone that conveys a traditional formality. It is a hand-dressed, chiseled textured stone roughhewn into a rectangular ashlar profile. This stone is medium in scale and ranges from 2" to 8" in height and 4" to 17" in length, and has an average stone size of 6" by 12". The distinctive color blends of Eldorado Limestone are versatile palettes ranging from lighter soft creams and golden umbers to light coffee, sienna rusts, and more deep moss greens.

NATIONWIDE PROFILES ?





**San Marino**



**York**



**Savannah**

BUY A SAMPLE

WESTERN PROFILES ?



**Castillo**



**Shilo**



**Austin Cream**

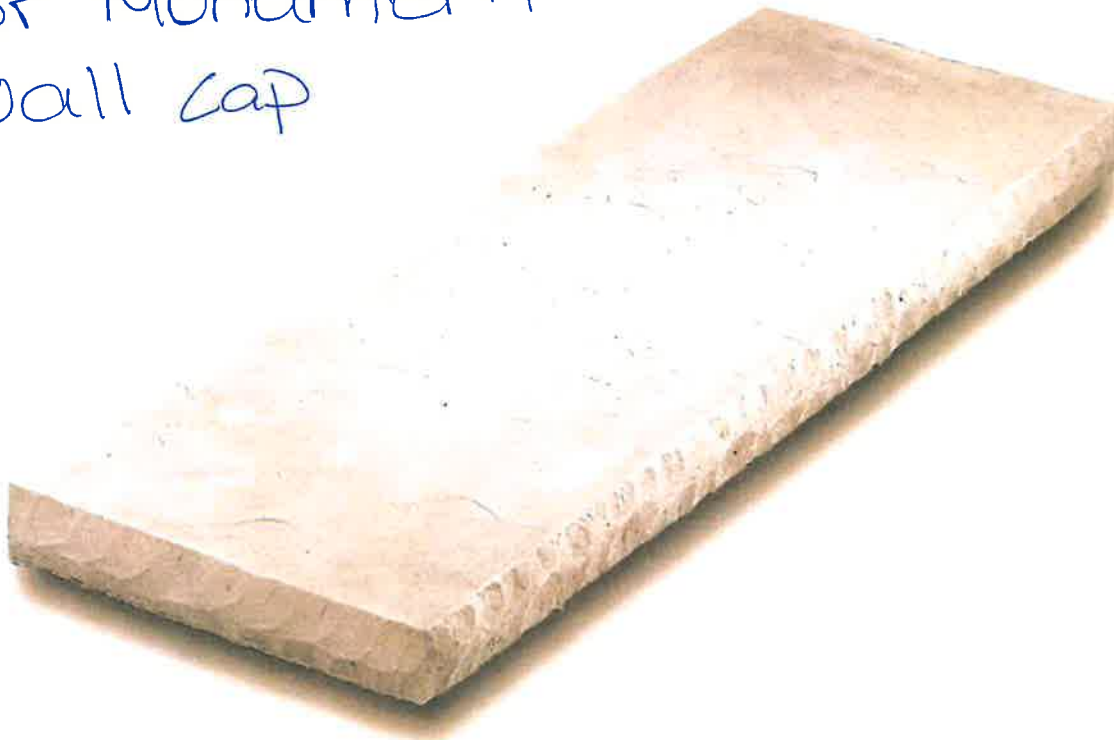
PICK ANOTHER REGION ▶

## PHOTO GALLERY



## Chiseled Edge Wall Caps

For Monument  
Wall cap



Historically masons have worked with natural stone to create unique accent pieces to finalize their projects. Chiseled Edge Accents feature a hand-dressed appearance with a uniform, yet rustic detail.

Wall Caps are available in a variety of styles and sizes to complement the full range of Eldorado Stone and Brick profiles. They also serve as a functional accent, diverting water from entering inside of the wall.

Available in 3 sizes:

- 37" x 6" x 2.25"
- 37" x 9" x 2.25"
- 37" x 12" x 2.25"



Available Colors

12/19/2018

Chiseled Edge Wall Caps - Eldorado Stone



Buckskin



Smoke



Earth



Taupe

## NEED MORE INSPIRATION?

Request a product brochure showcasing creative uses of our stone and brick.

REQUEST A BROCHURE

## DESIGN SERVICES

Let one of our experts personally guide you through the design process.

**ATTACHMENT F**  
**SAMPLE CONSTRUCTION AGREEMENT**

## SAMPLE CONSTRUCTION SERVICES AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Madera, hereinafter called "**OWNER**", and \_\_\_\_\_, 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 "IFB 202122-11 Building Demolition."

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, attached hereto:

- (A) IFB 202223-03 Memorial Monuments Centennial Park and Rotary Park
- (C) Bid Proposal
- (D) Bid Bond
- (E) Agreement
- (F) Insurance Requirements
- (E) Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_
- (F) Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_
- (G) 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 **One Thousand Dollars (\$1,000.00)** 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:

- (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 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 worker paid less than the prevailing rates for such work or craft in which such worker 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 worker for each calendar day or portion thereof for which each worker was paid less than a prevailing wage rate, shall be paid to each worker 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 worker 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" of the Contract Documents.

19. Amendments. Any changes to this Agreement requested by either City or **[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, **[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:

1. An illegal use of funds by **[Name of Successful Bidder]**;
2. A failure by **[Name of Successful Bidder]** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **[Name of Successful Bidder]** to

City.

In no event shall any payment by City or acceptance by **[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 **[Name of Successful Bidder]** the repayment to City of any funds disbursed to **[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  
Department  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

**[Name of Successful Bidder]**  
**Address**  
**City, State ZIP**



All notices and communications from **[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 **[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 **[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 **[Name of Successful Bidder]** in connection to the Project and correctly sets forth the obligations of the City and **[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.

27. Assignment-Neither the **[Name of Successful Bidder]** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the related statutes (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statutes protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 Binding Agreement. 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

BY: \_\_\_\_\_  
Herein Called CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 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)