REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 21, 2025

Agenda Number: ___B-11___

SUBJECT:

Construction Agreement with Floyd Johnston Construction

RECOMMENDATION:

Adopt a resolution ratifying a construction agreement with Floyd Johnston Construction memorializing Purchase Order No. 30230276 for emergency sewer repairs during the January 2023 Winter Storms disaster event

SUMMARY:

The City of Madera and State of California experienced significant storm events and related impacts beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023, and is commonly referred to as the January 2023 Winter Storms event. The City of Madera experienced a catastrophic sewer trunk line failure due to storm surge in the sanitary sewer line and procured emergency bypass and repair work performed by Floyd Johnston Construction under a Purchase Order.

The City sought disaster assistance through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES) for expenses incurred as a result of the storm event. FEMA has denied reimbursement of costs specific to the work performed by Floyd Johnston Construction due to not complying with Federal procurement requirements, specifically that the work was completed under a Purchase Order and there was no written contract with the firm providing work. The City is in the process of appealing this denial and part of that appeal is ratification of an agreement between the City and Floyd Johnston Construction memorializing the terms of the Purchase Order.

DISCUSSION:

During the January 2023 Winter Storms event disaster period, the City of Madera experienced significant impacts, including:

- Debris clearing in the storm system, public right-of-way, and park spaces
- Emergency protective measures
- Catastrophic failure of the Avenue 13 sewer trunk line at Granada Drive
- Multiple storm drain line failures and related asphalt and/or sidewalk failures
- Asphalt failure
- Degradation of equipment at the Wastewater Treatment Plant due to additional incoming debris
- Administrative costs associated with the above as well as with administration of the claim for damages with FEMA and CalOES

Staff identified eligible projects related to storm damage and sought disaster recovery assistance from FEMA and CalOES for these specific activities. The most expensive project was the response and repair of the Avenue 13 sewer trunk line at Granada Drive that failed due to storm surge in the sanitary sewer system. This project included bypass pumping and replacement of the collapsed trunk line. On April 10, 2025, the City was notified by FEMA that expenses related to Floyd Johnston Construction for bypass pumping after the initial 60-day response and for replacement of the collapsed trunk line were being denied due to not having a written contract in compliance with Federal procurement requirements. The work was completed under a Purchase Order, which while itemized, is a one-way document from the City to the contractor and does not necessarily contain all required language of a procurement contract under Federal requirements.

As the denied portion of the claim was the costliest portion of the claim totaling approximately $2.3 million, the City engaged the firm of Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC (Baker Donelson) to assist in filing an appeal with FEMA. The first recommended step in the appeal process was to ratify an agreement between the City and Floyd Johnston Construction that is compliant with state and federal procurement requirements. Baker Donelson prepared an agreement to this effect, which Floyd Johnston Construction has agreed to execute. The requested action is to ratify the agreement provided as Exhibit 1 to the resolution contemplated in this report. The proposed agreement memorializes the terms of the Purchase Order; there is no additional work or compensation beyond that already agreed upon under the original Purchase Order. Said agreement will then be utilized to support the City's appeal with FEMA.

FINANCIAL IMPACT:

All invoices related to the emergency bypass and repair work performed by Floyd Johnston Construction have been paid from the Sewer Fund. If the City is successful in its appeal of the denial of these costs, the Sewer Fund will be reimbursed. The costs associated with Baker Donelson assisting the City in the appeal are being paid from the Insurance Reserve Fund. If the

appeal is successful, those expenses will be eligible for reimbursement by FEMA as an administrative cost.

ALTERNATIVES:

Council may direct staff not to pursue the appeal.

ATTACHMENTS:

1. Resolution

    a. Exhibit 1: Construction Agreement

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
RATIFYING A CONSTRUCTION AGREEMENT WITH FLOYD JOHNSTON
CONSTRUCTION MEMORIALIZING PURCHASE ORDER NO. 30230276 FOR
EMERGENCY SEWER REPAIRS DURING THE JANUARY 2023 WINTER
STORMS DISASTER EVENT**

WHEREAS, the City of Madera is seeking disaster recovery relief for damages incurred during FEMA-4683-DR-CA, also known as the January 2023 Winter Storms event; and

WHEREAS, emergency work during the January 2023 Winter Storms event was performed by Floyd Johnston Construction under Purchase Order 30230276; and

WHEREAS, an agreement has been prepared memorializing Purchase Order 30230276 in compliance with State and Federal procurement requirements.

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

1. The above recitals are true and correct.

2. The Construction Agreement with Floyd Johnston Construction, attached as Exhibit 1 and incorporated herein, is approved and ratified.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * *

Exhibit 1: Construction Agreement

CONSTRUCTION AGREEMENT

PURCHASE ORDER #30230276 FOR EMERGENCY SEWER REPAIRS

This Construction Agreement ("Agreement") is made between the City of Madera, California, hereinafter called "**OWNER" or "CITY"** and Floyd Johnston Construction Co., Inc., doing business as a corporation, hereinafter **"Contractor,"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement and covers the timeframe described herein.

RECITALS

WHEREAS, on December 27, 2022, the City experienced high winds and substantial rainfall related to a series of atmospheric river systems that impacted the area in late 2022 and early 2023.

WHEREAS, as a result of the storms, on January 4, 2023, the State of California declared a State of Emergency, and on January 14, 2023, the President declared the event a Major Disaster (DR-4683), with an incident period of December 27, 2022 through January 31, 2023.

WHEREAS, the storm damaged various City properties, facilities, and infrastructure, including the sewage line at the intersection of Avenue 13 and Granada Drive ("Facility"), which is the only line that transports the City's sewage to its wastewater treatment plant.

WHEREAS, as a result of the storm's impact to the Facility, the City Director of Emergency Services issued a Declaration Proclaiming the Existence of a Local Emergency, which was confirmed by the City Council.

WHEREAS, pursuant to the City's procurement policies and procedures, the City procured Contractor to implement emergency bypass operations at the Facility and to perform emergency repairs to the Facility ("Services") to eliminate the threat to the public health and safety and property.

WHEREAS, on March 29, 2023, the City issued Purchase Order #30230276 ("PO") to Contractor to perform the Services for an estimated cost of $429,245.00.

WHEREAS, on March 29, June 11, and July 20, 2023, the City issued change orders to the PO to account for additional damages discovered by Contractor while performing the Services.

WHEREAS, Contractor completed the Services in accordance with the terms of the PO for a total cost of $2,671,527.23.

WHEREAS, the Parties understand and agree that the Services were necessary to address an unexpected and unusually dangerous situation that called for immediate action to address an immediate threat to life, public health or safety, or improved property.

WHEREAS, the Parties understand that costs incurred under the PO may be reimbursed with Public Assistance funding provided by the Federal Emergency Management Agency ("FEMA") and/or other federal sources.

WHEREAS, the Parties agree that this Agreement is intended to ensure compliance with FEMA policies and procedures;

WHEREAS, the Parties agree and understand that, through this Agreement, Contractor certifies that, during performance of the Services, it adhered to the terms and provisions herein and provided adequate documentation to the City to substantiate the costs incurred.

WITNESSETH: The Parties agree as follows:

1. <u>Project.</u> The Contractor successfully completed the Services as contemplated in the PO, attached hereto as **Exhibit A.**

2. <u>Commencement of Work; Term of Agreement</u>. Contractor commenced the Services on or about January 4, 2023 and completed the Services on April 10, 2023. The term of this Agreement includes the duration of time the Services were performed.

3. The <u>Contract Amount</u>. The City has paid Contractor the sum of $2,671,527.23 in accordance with the PO for completion of the Services. The City compensated Contractor based on actual quantities of work performed and accepted.

4. <u>Contract Documents</u>. Contractor completed the Services in accordance with Contractor's bid and the PO terms and conditions.

5. <u>Payment to Contractor</u>. The City paid Contractor based on the multiple invoices submitted by Contractor, which are incorporated into this Agreement as **Exhibit B**. Such fee constitutes full compensation for all Services rendered by Contractor under this Agreement.

6. <u>Claims Resolution Process For Disputes</u>. It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly. For the protection of the Parties' rights, the following provisions are provided for the resolution of disputes which cannot be resolved by the Parties 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 to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

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

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

      ii.   Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

      iii.   Payment of an amount that is disputed by the Owner.

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

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

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

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

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

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

Within 10 business days following the conclusion of the meet and confer

conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

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

H.   Owner's Failure to Respond to Claim: Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute

an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. 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.

7. No Discrimination in Employment. Per Section 1735 of the Labor Code, "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."

8. Workers Compensation. Contractor secured payment of compensation to his employees and kept in effect adequate Worker's Compensation Insurance during performance of the Services.

9. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work.

10. <u>Public Works Contractor Registration</u>. Pursuant to Labor Code sections 1725.5 and 1771.1, 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 Relation. 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 to perform public work. Contractor and its subcontractors, of any tier, maintained active registration with the Department of Industrial Relations for the duration of the Project.

    This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

11. <u>Payroll Records</u>. Contractor shall comply with Section 1776 of the California Labor Code. 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 by the City and its representatives, and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations, at all reasonable hours at Contractor's principal office.

12. <u>Apprentices</u>. 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. 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.

13. <u>Hours of Work</u>. 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 or except as authorized under the overtime provisions in California Labor Code 1815.

    Overtime and shift work may be established as a regular procedure by Contractor with reasonable notice and written permission of the City. 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 the City shall deduct such charges, if any, from payments due the Contractor.

14. <u>Subcontracting</u>. 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.

15. <u>Change Orders</u>. The City or its designated Project Manager shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications, 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. Contractor and the City agree that changes in this Agreement or in the Services were made effective upon execution of written change orders by the Parties, in writing, and the Services were completed 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.

16. <u>Indemnification.</u> The indemnification requirements for this Agreement are included in the PO, attached as **Exhibit A** to this Agreement.

17. <u>Insurance.</u> Contractor maintained insurance as required in the PO, incorporated herein as **Exhibit A**.

18. <u>Amendments.</u> Any changes to this Agreement requested by either City or Contractor 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.

19. <u>Termination for Default.</u>

A. The City may terminate this Contract for default, if, prior to the acceptance of the Work, Contractor:

   i. Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

   ii. Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

   iii. Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

   iv. Fails to prosecute the Work according to the schedule approved by the City;

   v. Disregards laws or regulations of any public body having

jurisdiction; or

vi.   Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

B.   Notices: Notices and other written communications regarding default between the Contractor and the City shall be transmitted as follows:

i.   Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to Contractor by personal delivery may be made to Contractor's authorized representative at the Work site; or

ii.   Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the City may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

C.   Notice to Cure: The City will issue a written notice to cure the default to Contractor, Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

D.   Notice of Termination for Default: If Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the City will recommend to the City Council that Contractor be found in default of that the Contract be terminated consistent with the terms herein. The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

20. Termination for Convenience. This Contract may be terminated by mutual consent of both Parties or by the City at its discretion. The City may cancel the Contract at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance of the Services as directed by the City. If the Contract is so terminated, Contractor shall be paid in accordance with the terms herein. Notice of termination shall be delivered to the respective Party per the mechanisms included in Section 19 of this Contract.

21. Warranty. Contractor warrants to OWNER that all materials and equipment

furnished shall be new, free from faults and defects and of good quality and conform to the requirements applicable to the Services. Contractor hereby warrants its work against all deficiencies and defects for the longest period permitted by California Law. Unless otherwise stated, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year. This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

22. <u>Compliance with Laws</u>. Contract shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable to the Services when performed, including the applicable terms and conditions in the Federal Provisions Addendum attached hereto and incorporated herein.

23. <u>Attorneys' Fees/Venue.</u> 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.

24. <u>Governing Law.</u> 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.

25. <u>City's Authority.</u> 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 the City in accordance with a duly adopted resolution; (ii) that this Agreement is binding on the City; and (iii) that City is a duly organized and legally existing municipal corporation in good standing in the State of California.

26. <u>Contractor's Legal Authority</u>. Each individual executing or attesting this Agreement on behalf of Contractor 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 Contractor is a duly organized and legally existing corporation in good standing in the State of California.

27. <u>Remedies for Default</u>. Failure by a party to perform any term, condition or covenant required 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.

28. Independent Contractor. In performance of the Services under this Agreement, it is mutually understood and agreed that Contractor, including any and all 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 the City. Furthermore, the City shall have no right to control or supervise or direct the manner or method by which Contractor performs the Services. 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, Contractor shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, Contractor shall be solely responsible and hold City harmless from all matters relating to payment of Contractor employees, including compliance with Social Security, withholding and all other regulations governing such matters.

29. Sole Agreement. This instrument, inclusive of all exhibits and attachments, constitutes the sole and only Agreement between City and Contractor in connection to the Services and correctly sets forth the obligations of the City and Contractor to each other as of its date.

30. Assignment. Neither the **Contractor** nor City will assign its interest in this Agreement without the written consent of the other.

31. Caltrans Authority. 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 statues (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 statues protecting additional classes as required under

- o Federal-Aid Highway Act of 1973 (Sex)
- o 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).

32. <u>Binding Agreement.</u> This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

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

CITY OF MADERA (OWNER)   **Contractor**

By: _____   By: _____

    Cecilia K. Gallegos, Mayor   Contractor (signature)

                                                _____

APPROVE AS TO FORM: Printed Name and Title

_____   _____

Shannon L. Chaffin, City Attorney   Federal Tax I.D. No.

                                                _____

ATTEST: Contractor License Number

_____   _____

Alicia Gonzales, City Clerk   DIR Registration Number

NOTE: This Notary Acknowledgment 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 _____, 2025 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)

EXHIBIT A

Purchase Order #30230276

Purchase Order

The City of MADERA

Fiscal Year 2023   Page: 1 of: 1

Purchase Order #	**30230276**

Delivery must be made within doors of specified destination.

BILL TO
CITY OF MADERA - FINANCE
205 W. 4TH STREET
MADERA, CA 93637

VENDOR
FLOYD JOHNSTON CONSTRUCTION CO., INC.
2301 HERNDON AVE
CLOVIS, CA 93611

SHIP TO
CITY OF MADERA - ENGINEERING
428 EAST YOSEMITE AVENUE
MADERA, CA 93638
Email: ESPEREZ@MADERA.GOV
Phone: (559) 661-5418
Fax: (559) 675-6605

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		20230383	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/13/2023	33650			ENGINEERING

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading FLOYD JOHNSTON CONSTRUCTION EMERGENCY SEWER REPAIRS AT AVENUE 13 AND GRANADA DRIVE Deliver To: CITY OF MADERA - CITY HALL 205 WEST FOURTH STREET MADERA, CA 93637-3527	1.0	EACH	$429,245.00	$429,245.00

For Purchase Order Terms and Conditions
Please visit the Purchasing Department pages on the City website: www.cityofmadera.ca.gov

By: _J. Stickman_
Authorized Signature

Total Ext. Price	$429,245.00
PO Total	**$429,245.00**

Purchase Order

The City of
MADERA

<table>
<tr><td rowspan="5">B I L L T O</td><td>CITY OF MADERA - FINANCE
205 W. 4TH STREET
MADERA, CA 93637</td></tr>
</table>

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase
Order # **30230276**

Delivery must be made within doors of
specified destination.

V E N D O R	FLOYD JOHNSTON CONSTRUCTION CO., INC. 2301 HERNDON AVE CLOVIS, CA 93611	S H I P T O	CITY OF MADERA - ENGINEERING 428 EAST YOSEMITE AVENUE MADERA, CA 93638 Email: ESPEREZ@MADERA.GOV Phone: (559) 661-5418 Fax: (559) 675-6605

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		20230383	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/13/2023	33650			ENGINEERING

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price

1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading
	MODIFIED: FLOYD JOHNSTON CONSTRUCTION EMERGENCY SEWER REPAIRS AT AVENUE 13 AND GRANADA DRIVE
	
	Deliver To: CITY OF MADERA - CITY HALL
	    205 WEST FOURTH STREET
	    MADERA, CA 93637-3527
		1.0	EACH	$2,670,000.00	$2,670,000.00

For Purchase Order Terms and Conditions
Please visit the Purchasing Department pages on the City website: www.cityofmadera.ca.gov

By: _J. Stickman_
Authorized Signature

Total Ext. Price	$2,670,000.00
PO Total	**$2,670,000.00**

PURCHASE ORDER CHANGE ORDER REQUEST

REQUEST DATE: 03/29/2023

PO NO.: 30230276

VENDOR NAME: FLOYD JOHNSTON CONSTURCTION

PROJECT NAME: EMERGENCY SEWER REPAIRS AT AVE 13 & GRANADA DR

PROJECT NO.: SS-000014

DESCRIPTION OF GOODS/SVCS: FLOYD JOHNSTON CONSTRUCTION EMERGENCY SEWER REPAIRS AT AVENUE 13 AND GRANADA DR

ORIGINAL AMOUNT: $429,245.00

*REVISED AMOUNT: $1,600,000.00

CHARGE ADDITIONAL AMOUNT TO: SS-000014/CNST2/CONTR/20403420-7050-ARPA
(PROJECT/STRING/ACCOUNT)

JUSTIFICATION: REPAIRS EXCEED ORIGINAL ESTIMATE--SEE EMERGENCY REPAIR UPDATES

COMMENTS: CITY COUNCIL HAS BEEN UPDATED AT EACH MEETING ADVISING OF THE INCREASING COSTS.

APPROVED BY: Keith Helmuth

SIGNED: _Keith Helmuth_

*VENDOR QUOTE MUST BE ATTACHED

V 05212021

PURCHASE ORDER CHANGE ORDER REQUEST

REQUEST DATE: 06/21/2023

PO NO.: 30230276

VENDOR NAME: FLOYD JOHNSTON CONSTRUCTION

PROJECT NAME: EMERGENCY SEWER REPAIRS AT AVE 13 & GRANADA DR

PROJECT NO.: SS-000014

DESCRIPTION OF GOODS/SVCS: FLOYD JOHNSTON CONSTRUCTION EMERGENCY SEWER REPAIRS AT AVE 13 AND GRANADA DR

ORIGINAL AMOUNT: $1,600,000.00

*REVISED AMOUNT: $2,670,000.00

CHARGE ADDITIONAL AMOUNT TO: SS-000014/CNST2/CONTR/20403420-7050-ARPA
(PROJECT/STRING/ACCOUNT)

JUSTIFICATION: REPAIRS EXCEED ORIGINAL ESTIMATE -- SEE EMERGENCY REPAIRS UPDATES

COMMENTS: CITY COUNCIL HAS BEEN UPDATED AT EACH MEETING ADVISING OF THE INCREASING COSTS.

APPROVED BY: Keith Helmuth

SIGNED: _Keith Helmuth_

*VENDOR QUOTE MUST BE ATTACHED

V 05212021

PURCHASE ORDER CHANGE ORDER REQUEST

REQUEST DATE: _____

PO NO.: _____

VENDOR NAME: _____

PROJECT NAME: _____

PROJECT NO.: _____

DESCRIPTION OF GOODS/SVCS: _____

_____

_____

ORIGINAL AMOUNT: _____

*REVISED AMOUNT: _____

CHARGE ADDITIONAL AMOUNT TO: _____
                              (PROJECT/STRING/ACCOUNT)

JUSTIFICATION: _____

COMMENTS: _____

_____

APPROVED BY: _____

SIGNED: _____

*VENDOR QUOTE MUST BE ATTACHED

V 05212021

**Purchase Order - Standard Terms and Conditions for the Purchase
of Services**

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE PURCHASE ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Offer and Acceptance: The Purchase Order is an offer by the City of Madera ("City") to enter into a contract; and any of the following acts constitute Contractor's acceptance of the Purchase Order and all terms and conditions stated therein: (a) Contractor's commencement of work or (b) Contractor's acceptance of any payment from City.

2. Prices: All rates and/or prices itemized in the Purchase Order are firm and not subject to escalation unless so stated on the face of the Purchase Order. Contractor represents and warrants that all rates and/or prices itemized in the Purchase Order are at least as low as those currently being quoted by Contractor to commercial or government users for the same work of similar scope under similar circumstances.

3. Taxes: This purchase is subject to all applicable California sales and use taxes.

4. Terms of Payment: Full payment shall be made within thirty (30) days from the date of receipt of invoice or acceptance of work, whichever occurs last, with the exception of instances where specific codes or terms dictate alternate payment schedules. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of work by City, whichever occurs last. Partial payments may be made with City's concurrence at no less than monthly intervals. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.

5. Time for Performance: Time is of the essence in the performance of the Purchase Order. If service cannot be performed at the specified time, Contractor shall promptly notify City of the earliest possible date for performance of the service. Notwithstanding such notice, if Contractor, for any reason whatsoever, fails to perform the work within the time specified, City may terminate the Purchase Order or any part thereof without liability except for work previously performed and accepted.

6. Warranty: Contractor warrants that the work performed under the Purchase Order complies with all specifications and that workmanship and materials are free from defects. If any portion of the work has not been completely described in the Purchase Order, it shall comply with State and Local codes, if applicable and established industry standards. Contractor agrees that the aforementioned warranties shall be in addition to any warranties provided by law or offered by Contractor. In addition to any other right City may have, if any work is found not to be in compliance with specifications or if workmanship and/or materials are found to be defective within ninety (90) days after the conclusion of performance of the work, Contractor shall, at City's option, take any necessary corrective action required to correct the defect.

7. Independent Contractor Status: Contractor is acting as an independent contractor in performing the work required by the Purchase Order and is not an agent or employee of City. Nothing in the Purchase Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Contractor. Contractor is responsible for paying all required state and federal taxes.

8. Use of Subcontractors: Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by City in advance in writing.

9. Discrimination: Contractor shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

10. Compliance with Laws: (a) Contractor shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of work under the Purchase Order.

(b) Contractor shall obtain and maintain throughout the life of the Purchase Order all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to City, upon request.

11. Extra or Additional Work and Changes: Contractor shall perform no extra or additional work or alter or deviate from the work specified in the Purchase Order unless agreed in writing by City. Contractor shall not be compensated for extra work without written authorization from the City. Contractor must have the written authorization from the City in advance of any work being done.

12. Change Orders: City shall have the right to revoke, amend, or modify the Purchase Order at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on City; and City is not required to compensate Contractor for services not authorized in advance by written Change Order. Contractors must respond within ten (10) days of receipt of City's written Change Order. If written response is not received by City within ten (10) days or upon Contractor's performance of work reflecting the change, whichever occurs first, either of these actions shall constitute Contractor's acceptance of the change without any price or other adjustment.

13. Indemnification: Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

14. Insurance: Contractor shall provide insurance coverage as listed in Attachment A to this document.

15. Assignment: Contractor shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without City's prior written consent.

16. Termination: The Purchase Order may be terminated by mutual consent of both parties or by City at its discretion. City may cancel the Purchase Order at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under the Purchase Order as directed by City. If the Purchase Order is so terminated, Contractor shall be paid in accordance with the terms of the Purchase Order for work performed and accepted prior to termination.

17. Breach of Contract: Should Contractor breach any of the provisions of the Purchase Order, City reserves the right to cancel the Purchase Order upon written notice to Contractor and obtain such services from another source. If a greater price than that named in the Purchase Order is paid for such services, the excess price shall be charged to and collected from the Contractor.

18. Governing Law; Public Records: The Purchase Order shall be governed by and construed in accordance with the laws of the State of California as interpreted by the California courts, and any litigation arising out of the Purchase Order shall be conducted in the courts of the

State of California. California law requires that the contents of the Purchase Order be open to inspection and copying by the public.

19. Force Majeure: Neither party to the Purchase Order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Purchase Order upon written notice after determining such delay or default will reasonably prevent successful performance of the Purchase Order.

20 Exceptions to City's Terms and Conditions: If Contractor objects to any term or condition set forth in the Purchase Order, this objection must be in writing and received by City's Purchasing Division as identified below prior to Contractor's commencement of the work. Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.

22. Additional or Inconsistent Terms: Any term or condition set forth in any acknowledgment form provided to City by Contractor which is in any way different from, inconsistent with, or in addition to the terms and conditions of the Purchase Order will not become a part of the Purchase Order nor be binding on City. If Contractor objects to any term or condition set forth therein, this objection must be in writing and received by City's Purchasing Division as identified in this document prior to Contractor's delivery of product(s) or service(s). Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.

23. All notifications provided by Contractor as a result of or relating to this Purchase Order must be sent to: City of Madera, Purchasing Division, 1030 South Gateway Drive, Madera, CA 93637

ATTACHMENT "A"

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND
SERVICES CONTRACTS

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.

EXHIBIT B

Contractor Invoices

Floyd Johnston Construction Co., Inc.
2301 Herndon
Clovis CA 93611
(559) 299-7373 Lic. 280281

Invoice# : 2301NC-MPS1
Invoice Date: 3/1/2023

Bill To:
The City of Madera
205 W 4th Street Madera CA 93637
428 E Yosemite Ave Madera CA 93638 (Engineering)

Job: FJC: 2301NC
Madera Sewer Emergency Work
Avenue 13 / Road 25
Madera CA

DATE	EW REPORT #	AMOUNT	Current Billed Quantity	Current Billed Amount	
Friday, February 17, 2023	EW12799 - MPS	$252,960.33	1.00	$252,960.33	
		$0.00	0.00	$0.00	
		$0.00	0.00	$0.00	
			Due:	**$252,960.33**	

APPROVED

Desc _____ SEWER EMERGENCY WORK

Acct # SS-000014/CNST2/CONTR/20403420-7050/ARPA

P.O. # _____ 30230276

☐ P.O. Partial Payment
☐ P.O. Final Payment

Date _____ 03/01/2023

Signature _____ *[signature]*

[signature: Ellen Ditter]

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE

CASEWB

FLOYD JOHNSTON CONSTRUCTION CO., INC.

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE 1 OF 4

	E.W.	A.C.	BR	* 50 %	SUB	R/W	PARTNERING
+.	EA	LS	UP	EA	LS	UP	EA	LS	UP					
+														

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
02 | 17 | 23 FRIDAY		2301NC	EW12799

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA
MPS Multiple Pump Services - temp bypass system - invoice attached - only the items in the red box have been approved by the City.

ATTACHED TO THIS BILL ARE:
[X]	Labor Charges CEM-4902B
[X]	Equipment Charges CEM-4902C
[X]	Material Charges CEM-4902D

FOR RESIDENT ENGINEER'S USE ONLY	
	DATE RECEIVED
[ ] NEW BILL [ ] APPROVED FOR PAYMENT	
	DATE OF ACTION
[ ] RESUBMITTAL [ ] RETURNED FOR CORRECTION	

Eqp Per 4
Lab Per 4

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	0.00	Total Subsistence (E)	0.00
Total Materials (B)	219,965.50	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	219,965.50	Total Labor (C)+(D)+(E)+(F)+Surcharges	0.00
15% Standard Mark-up	32,994.83	15% Standard Labor Markup	0.00
Total (A) + (B) + Standard Mark-up	252,960.33	Total Equipment, Materials & Labor	252,960.33
Total Regular Labor (C)	0.00	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	0.00	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	0.00	GRAND TOTAL	252,960.33
10% Premium Labor Surcharge	0.00		
Total (C) + (D) + Surcharges	0.00		

SIGNATURE _(Resident Engineer)_

SIGNATURE _(Prime Contractor's Representative)_

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME

BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR _(After Approval)_   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL • EQUIPMENT CHARGES
FLOYD JOHNSTON CONSTRUCTION

CONTRACT NO.	CCO NO. 000	REPORT NO. 0

EQUIPMENT ID NUMBER	EQUIPMENT DESCRIPTION				REGULAR HOURS	OVERTIME		REGULAR RATE	OT RATE	EXTENDED AMOUNT
	CLASS	MAKE	CODE	ATTACH		HOURS	FACTOR			
04								0.00		0.00
05								0.00		0.00
06								0.00		0.00
07								0.00		0.00
08								0.00		0.00
09								0.00		0.00
10								0.00		0.00
11								0.00		0.00
12								0.00		0.00
13								0.00		0.00
14								0.00		0.00
15								0.00		0.00
16								0.00		0.00
17								0.00		0.00
18								0.00		0.00
19								0.00		0.00
20								0.00		0.00
21								0.00		0.00
22								0.00		0.00
23								0.00		0.00
									TOTAL (A)	0.00

SIGNATURE OF RESIDENT ENGINEER

SIGNATURE OF PRIME CONTRACTOR'S REPRESENTATIVE

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME

BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTRACTOR (After Approval)   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

EXTRA WORK BILL · MATERIAL CHARGES

CASEWB

FLOYD JOHNSTON CONSTRUCTION

MATERIAL and/or WORK done by specialist
or LUMP SUM or UNIT PRICE PAYMENTS

	CONTRACT NO.	CCO NO. 000	REPORT NO. 0	PAGE 3 OF 4

#		UNITS	UNIT COST OR NET PAY	INVOICE NUMBER	EXTENDED TOTAL	MO.	DAY	YR.
24	VENDOR NAME MPS							
	INVOICE DESCRIPTION See attached for copy of invoice.	1	219965.50		219,965.50			
25	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			
26	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			
27	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			
28	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			
29	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			
30	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			
31	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			
32	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			
33	VENDOR NAME							
	INVOICE DESCRIPTION	0	0.00		0.00			

SIGNATURE OF PRIME CONTRACTOR'S REPRESENTATIVE	TOTAL INVOICE(B)	219,965.50

SIGNATURE OF RESIDENT ENGINEER

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTRACTOR (After Approval)   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · LABOR CHARGES
CASEWB

FLOYD JOHNSTON CONSTRUCTION

CONTRACT NO.	CCO NO. 000	REPORT NO. 0	SURCHARGE 10%	WCI CLASS	WCI RATE	PAGE 4

EMPLOYEE NO.	CRAFT ID	INT	LAST	REGULAR HOURS			PREMIUM HOURS			Calculated Difference		
				HRS	RATE	TOTAL	HRS	RATE	TOTAL	HRS	RATE	TOTAL
34						0.00			0.00			0.00
35						0.00			0.00			0.00
36						0.00			0.00			0.00
37						0.00			0.00			0.00
38						0.00			0.00			0.00
39						0.00			0.00			0.00
40						0.00			0.00			0.00
41						0.00			0.00			0.00
42						0.00			0.00			0.00
43						0.00			0.00			0.00
44						0.00			0.00			0.00
45						0.00			0.00			0.00
46						0.00			0.00			0.00
47						0.00			0.00			0.00
48						0.00			0.00			0.00
49						0.00			0.00			0.00
50						0.00			0.00			0.00
51						0.00			0.00			0.00
52						0.00			0.00			0.00
53						0.00			0.00			0.00

	REG. TOTAL (C) 0.00	PREM. TOTAL (D) 0.00	SUBS. TOTAL (E) 0.00

OTHER EXPENSES SUBJECT TO LABOR MARK-UP (F)

54	DESCRIPTION	OTHER TOTAL (F)

SIGNATURE OF RESIDENT ENGINEER

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

NAME

BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTRACTOR *(After Approval)*   GOLDENROD -CONTRACTOR

MPS — MULTIPLE PUMP SERVICES

SUBCONTRACTOR REQUEST FOR PAYMENT

Sub-Contractor: **Multiple Pump Services, Inc.**
Sub-Contractor's Address: **7398 San Joaquin St, Sacramento, CA 95820**
Contract No.: **2301**
Owner / Contractor: City of Madera / Floyd Johnston Construction Co., Inc
Project: **City of Madera 42" Rehab -Temp Bypass System**

APPLICATION NUMBER:
INVOICE NUMBER:
INVOICE DATE: **1/31/2023**
FJC JOB NO.:

1

A ITEM NO	B DESCRIPTION OF WORK	C UNIT MEAS	D CONTRACT QUANTITY	E UNIT PRICE	F CONTRACT AMOUNT	G PREVIOUS QUANTITY	H PREVIOUS AMOUNT (ExG)	I CURRENT QUANTITY (ExG)	J CURRENT AMOUNT (ExI)	K COMPLETED QUANTITY (G+I)	L COMPLETED AMOUNT (H+J)	M % (L/F)	N BALANCE TO FINISH (F-L)
1	Mobilization & Freight on Equipment	LS	1	14,860.00	14,860.00		0.00	0.75	11,145.00	0.75	11,145.00	75%	3,715.00
2	Install & Removal of Pump System	LS	1	72,530.00	72,530.00		0.00	0.75	54,397.50	0.75	54,397.50	75%	18,132.50
3	Equipment for Pump System	WK	2	17,423.00	34,846.00		0.00		0.00	0.00	0.00	0%	34,846.00
4	Equipment for Pump System	MO	3	52,269.00	156,807.00		0.00	1.00	52,269.00	1.00	52,269.00	33%	104,538.00
5	Bypass Monitoring - Weekdays 24Hr	DY	10	3,064.00	30,640.00		0.00	13.00	39,832.00	13.00	39,832.00	130%	-9,192.00
6	Bypass Monitoring - Weekends 24Hr	WKEND	2	3,832.00	7,664.00		0.00	6.00	22,992.00	6.00	22,992.00	300%	-15,328.00
7	Daily Fueling	DY	12	2,070.00	24,840.00		0.00	19.00	39,330.00	19.00	39,330.00	158%	-14,490.00
8													
9	T&M for 27" Sideline 1/19/23-1/31/23 Freight, Installation, & Operation	LS	1	81,252.92	81,252.92		0.00	1.00	81,252.92	1.00	81,252.92	100%	0.00
10					0.00		0.00		0.00	0.00	0.00		0.00
CO#1				0.00	0.00		0.00		0.00	0.00	0.00		0.00
CO#2				0.00	0.00		0.00		0.00	0.00	0.00		

(handwritten) 219,965.50

CONTRACT	423,439.92
CHANGE ORDERS	0.00
REVISED CONTRACT	423,439.92

TOTALS: 0.00 | 301,218.42 | 301,218.42 | 122,221.50

301,218.42
LESS 5% RETENTION   -15,060.92
AMT DUE THIS INVOICE   286,157.50

EW 12799

FLOYD JOHNSTON CONSTRUCTION CO.

EXTRA WORK DAILY REPORT

JOB NAME Madera Sewer   JOB # 2301 NC   DATE

WORK DESCRIPTION MPS: Multiple Pump Services – by-pass pumping

LOCATION through January 31, 2023 → only items approved by the City.

PURCHASE ORDER FROM CUSTOMER

LABOR			
NAME	HRS	RATE	AMOUNT
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

EQUIPMENT			
DESCRIPTION/SUPPLIER	HRS	RATE	AMOUNT
1			
2			
3			
4.			
5			
6			
7			
8			
9			
10			

TOTAL LABOR COST $ _____   TOTAL EQUIPMENT COST $ _____

MATERIALS	AMOUNT
1.	
2.	
3.	
4.	
5.	

SUB-CONTRACT OR SERVICES	AMOUNT
1. MPS bypass	
2. City approved amount of $219,905.50	
3. of the attached invoice.	
4	
5	

TOTAL MATERIALS $ _____   TOTAL SUB/SERVICES $ _____

SIGNATURE OF FJC FOREMAN

SIGNATURE OF OWNER/PROJECT SUPERVISOR

SUMMARY		
LABOR		
SURCHARGE		
MARKUP		
LABOR TOTAL		$
MATERIAL		
MARKUP		
MATERIAL TOTAL		$
EQUIPMENT		
MARKUP		
EQUIPMENT TOTAL		$
SUB & SERVICES		
MARKUP		
SUB & SERVICES TOTAL		
EXTRA WORK DAILY TOTAL		$

Floyd Johnston Construction Co., Inc.
2301 Herndon
Clovis CA 93611
(559) 299-7373 Lic. 280281

Invoice# : 2301NC-Wk01
Invoice Date: 3/1/2023

Bill To:
The City of Madera
205 W 4th Street Madera CA 93637
428 E Yosemite Ave Madera CA 93638 (Engineering)

Job: FJC: 2301NC
Madera Sewer Emergency Work
Avenue 13 / Road 25
Madera CA

DATE	EW REPORT #	AMOUNT	Current Billed Quantity	Current Billed Amount
Tuesday, January 10, 2023	EW12686 - Field	$5,890.63	1.00	$5,890.63
Wednesday, January 11, 2023	EW12684 - Field	$14,858.66	1.00	$14,858.66
	EW12718 - Dispatch	$4,373.95	1.00	$4,373.95
Thursday, January 12, 2023	EW12684 - Field	$29,141.86	1.00	$29,141.86
	EW12719 - Dispatch	$2,945.99	1.00	$2,945.99
Friday, January 13, 2023	EW12689 - Field	$16,175.04	1.00	$16,175.04
	EW12720 - Dispatch	$1,103.43	1.00	$1,103.43
		$0.00	0.00	$0.00
		$0.00	0.00	$0.00
		$0.00	0.00	$0.00

Due: $74,489.56

APPROVED
Desc _____ SEWER EMERGENCY WORK _____
Acct # SS-000014/CNST2/CONTR/20403420-7050/ARPA
P.O. # _____ 30230276 _____
☐ P.O. Partial Payment
☐ P.O. Final Payment
Date _____ 03/01/2023 _____
Signature _____

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE
CASEWB

FLOYD JOHNSTON CONSTRUCTION CO., INC.

	CONTRACT NO.	CCO NO.	REPORT NO.	PAGE	1	OF	4

		E.W.			A.C.				*50%			
	+	EA	LS	UP	EA	LS	UP	BR		SUB	R/W	PARTNERING
	+											

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
01 | 10 | 23		2301NC	EW12686
TUESDAY			

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK   City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA
Pothole high pressure gas line and water line, unload K-Rail. MPS Mobilization/set-up.

FOR RESIDENT ENGINEER'S USE ONLY	
	DATE RECEIVED
☐ NEW BILL ☐ APPROVED FOR PAYMENT	
	DATE OF ACTION
☐ RESUBMITTAL ☐ RETURNED FOR CORRECTION	

Eqp Per +
Lab Per +

ATTACHED TO THIS BILL ARE:
☒ Labor Charges CEM-4902B
☒ Equipment Charges CEM-4902C
☒ Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	2,599.00	Total Subistence (E)	0.00
Total Materials (B)	0.00	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	2,599.00	Total Labor (C)+(D)+(E)+(F)+Surcharges	2,523.29
15% Standard Mark-up	389.85	15% Standard Labor Markup	378.49
Total (A) + (B) + Standard Mark-up	2,988.84	Total Equipment, Materials & Labor	5,890.63
Total Regular Labor (C)	2,229.93	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	222.99	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	63.97	**GRAND TOTAL**	5,890.63
10% Premium Labor Surcharge	6.40		
Total (C) + (D) + Surcharges	2,523.29		

SIGNATURE   (Resident Engineer)
[signature]

SIGNATURE   (Prime Contractor's Representative)

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME	BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR (After Approval)   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL • TITLE PAGE
FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE	1	OF	4

		E.W.				A.C.				BR	*50%	SUB	R/W	PARTNERING
+	EA	LS	IJP	EA	LS	IJP	EA	LS	IJP					
+														

01	DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
	01 | 11 | 23		2301NC	EW12684
	WEDNESDAY			

02 WORK PERFORMED BY

FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK

City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA
Pothole high pressure gas line and water line, put bell restraints on water line, unload K-Rail. MPS Mob/set-up. Kaylen/traffic control starts.

FOR RESIDENT ENGINEER'S USE ONLY	
	DATE RECEIVED
NEW BILL ☐ APPROVED FOR PAYMENT ☐	
RESUBMITTAL ☐ RETURNED FOR CORRECTION ☐	DATE OF ACTION

ATTACHED TO THIS BILL ARE:
☒ Labor Charges CEM-4902B
☒ Equipment Charges CEM-4902C
☒ Material Charges CEM-4902D

Eqp Per   4
Lab Per   4

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	5,387.18	Total Subsistence (E)	0.00
Total Materials (B)	2,798.71	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	8,185.89	Total Labor (C)+(D)+(E)+(F)+Surcharges	4,734.89
15% Standard Mark-up	1,227.88	15% Standard Labor Markup	710.20
Total (A) + (B) + Standard Mark-up	9,413.77	Total Equipment, Materials & Labor	14,858.66
Total Regular Labor (C)	3,387.93	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	338.79	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	916.33	GRAND TOTAL	14,858.66
10% Premium Labor Surcharge	91.63		
Total (C) + (D) + Surcharges	4,734.69		

SIGNATURE _(Resident Engineer)_

SIGNATURE _(Prime Contractor's Representative)_

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME _____ BUSINESS PHONE

FM 94 1002 M   WHITE - DATA ENTRY   CANARY - RESIDENT ENGINEER   PINK - CONTACTOR _(After Approval)_   GOLDENROD - CONTRACTOR

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE
FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE		
			1	OF	4

	E.W.			A.C.			BR	SUB	RW	PARTNERING
+-	EA	IS	UP	EA	IS	UP		* 50 %		
+										

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
01 | 11 | 23		2301NC	EW12718
WEDNESDAY			

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA
Mobilization: Load and Delivery: 48" MH materials, trench plates, 56" compaction wheel, buckets, K-Rail, load up the 490 Excavator, Flagger.

FOR RESIDENT ENGINEER'S USE ONLY	
	DATE RECEIVED
APPROVED FOR PAYMENT	
RETURNED FOR CORRECTION	DATE OF ACTION
NEW BILL	
RESUBMITTAL	

Eqp Per   4
Lab Per   4

ATTACHED TO THIS BILL ARE:
[X] Labor Charges CEM-4902B
[X] Equipment Charges CEM-4902C
[X] Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Description	Amount		Description	Amount
Total equipment (A)	1,843.07		Total Subsistence (E)	0.00
Total Materials (B)	0.00		Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	1,543.07		Total Labor (C)+(D)+(E)+(F)+Surcharges	2,260.36
15% Standard Mark-up	231.46		15% Standard Labor Markup	339.05
Total (A) + (B) + Standard Mark-up	1,774.53		Total Equipment, Materials & Labor	4,373.95
Total Regular Labor (C)	1,706.90		0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	170.69		0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	347.97		GRAND TOTAL	4,373.95
10% Premium Labor Surcharge	34.80			
Total (C) + (D) + Surcharges	2,260.36			

SIGNATURE (Resident Engineer)

SIGNATURE (Prime Contractor's Representative)

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME

BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR (After Approval)   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE

CASEWB

FLOYD JOHNSTON CONSTRUCTION CO., INC.

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE
			1 OF 4

			BR	AC.	E.W.				SUB	R/W	PARTNERING
								50 %			

01	DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
	01	12	23		2301NC	EW12687
	THURSDAY			

02 WORK PERFORMED BY

FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK

Remove cone, trench plate, pothole, unload beams, set up bypass. Shoring delivered.

City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA

FOR RESIDENT ENGINEER'S USE ONLY	
	DATE RECEIVED
NEW BILL ☐ APPROVED FOR PAYMENT	
	DATE OF ACTION
RESUBMITTAL ☐ RETURNED FOR CORRECTION	

ATTACHED TO THIS BILL ARE:
- ☒ Labor Charges CEM-4902B
- ☒ Equipment Charges CEM-4902C
- ☒ Material Charges CEM-4902D

Eqp Per 4
Lab Per 4

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total Equipment (A)	3,611.70	Total Subsistence (E)	0.00
Total Materials (B)	17,212.06	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	20,823.76	Total Labor (C)+(D)+(E)+(F)+Surcharges	4,516.99
15% Standard Mark-up	3,123.56	15% Standard Labor Markup	677.55
Total (A) + (B) + Standard Mark-up	23,947.32	Total Equipment, Materials & Labor	29,141.86
Total Regular Labor (C)	3,387.93	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	338.79	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	718.43	GRAND TOTAL	29,141.86
10% Premium Labor Surcharge	71.84		
Total (C) + (D) + Surcharges	4,516.99		

SIGNATURE (Resident Engineer)

SIGNATURE (Prime Contractor's Representative)

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME _____ BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR (After Approval)   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL • TITLE PAGE

FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

PAGE 1 OF 4

CONTRACT NO.	CCO NO.	REPORT NO.							
		A.C.	BR	* 50 %	SUB	R/W	PARTNERING		

	CONT. JOB NO.	CONT. RPT. NO.
01 DATE PERFORMED	2301NC	EW12719
DATE OF REPORT		
01	12	23
THURSDAY		

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
Mobilization: Load and Delivery: 490 Excavator, demob grinder, I beams. Flagger.

City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA

FOR RESIDENT ENGINEER'S USE ONLY

	DATE RECEIVED	
NEW BILL ☐	APPROVED FOR PAYMENT ☐	
RESUBMITTAL ☐	RETURNED FOR CORRECTION ☐	DATE OF ACTION

Eqp Per 4
Lab Per 4

ATTACHED TO THIS BILL ARE:
☒ Labor Charges CEM-4902B
☒ Equipment Charges CEM-4902C
☒ Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	1,026.60	Total Subsistence (E)	0.00
Total Materials (B)	0.00	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	1,026.60	Total Labor (C)+(D)+(E)+(F)+Surcharges	1,535.13
15% Standard Mark-up	153.99	15% Standard Labor Markup	230.27
Total (A) + (B) + Standard Mark-up	1,180.59	Total Equipment, Materials & Labor	2,945.99
Total Regular Labor (C)	1,343.22	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	134.32	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	62.36	**GRAND TOTAL**	2,945.99
10% Premium Labor Surcharge	5.24		
Total (C) + (D) + Surcharges	1,535.13		

SIGNATURE *(Resident Engineer)*

SIGNATURE *(Prime Contractor's Representative)*

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME

BUSINESS PHONE

FM 94 1002 M WHITE -DATA ENTRY CANARY -RESIDENT ENGINEER PINK -CONTRACTOR *(After Approval)* GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE
FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE			
			1	OF	4	
			SUB	RW	PARTNERING	

	A.C.	E.W.				BR	· 50 %	SUB	RW	PARTNERING
+	EA LS UP	EA LS UP								
+										

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
01	13	23		2301NC	EW12689
FRIDAY			

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
Make ROW, place fill on northside, place bell restrainers. MPS Pumping and pump watch.

City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA

FOR RESIDENT ENGINEER'S USE ONLY	
	DATE RECEIVED
NEW BILL ☐ APPROVED FOR PAYMENT	
RESUBMITTAL ☐ RETURNED FOR CORRECTION	DATE OF ACTION

Eqp Per 4
Lab Per 4

ATTACHED TO THIS BILL ARE:

☒ Labor Charges CEM-4902B
☒ Equipment Charges CEM-4902C
☒ Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	4,336.61	Total Subsistence (E)	0.00
Total Materials (B)	4,094.41	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	8,431.02	Total Labor (C)+(D)+(E)+(F)+Surcharges	5,634.23
15% Standard Mark-up	1,264.65	15% Standard Labor Markup	845.13
Total (A) + (B) + Standard Mark-up	9,695.67	Total Equipment, Materials & Labor	16,175.04
Total Regular Labor (C)	3,387.93	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	338.79	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	1,734.10	GRAND TOTAL	16,175.04
10% Premium Labor Surcharge	173.41		
Total (C) + (D) + Surcharges	5,634.23		

SIGNATURE *(Resident Engineer)*

SIGNATURE *(Prime Contractor's Representative)*

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)
NAME	BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR *(After Approval)*   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE
FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE 1 OF 4

	E.W.	A.C.		* 50 %	SUB	R/W	PARTNERING
	EA	LS	UP	BR	EA	LS	UP
+							

01 DATE PERFORMED: 01 | 13 | 23 FRIDAY
DATE OF REPORT
CONT. JOB NO. **2301NC**
CONT. RPT. NO. **EW12720**

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA
Mobilization: Load and Delivery: Shields, buckets, trench plates, sand bags, Visqueen/plastic

FOR RESIDENT ENGINEER'S USE ONLY	
DATE RECEIVED	
NEW BILL ☐ APPROVED FOR PAYMENT ☐	
RESUBMITTAL ☐ RETURNED FOR CORRECTION ☐	DATE OF ACTION

Eqp Per
Lab Per

ATTACHED TO THIS BILL ARE:
☒ Labor Charges CEM-4902B
☒ Equipment Charges CEM-4902C
☒ Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Description	Amount		Description	Amount
Total equipment (A)	429.06		Total Subsistence (E)	0.00
Total Materials (B)	0.00		Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	429.06		Total Labor (C)+(D)+(E)+(F)+Surcharges	530.43
15% Standard Mark-up	64.36		15% Standard Labor Markup	79.56
Total (A) + (B) + Standard Mark-up	493.44		Total Equipment, Materials & Labor	1,103.43
Total Regular Labor (C)	217.16		0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	21.72		0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	265.05		GRAND TOTAL	1,103.43
10% Premium Labor Surcharge	26.51			
Total (C) + (D) + Surcharges	530.43			

SIGNATURE (Resident Engineer)

SIGNATURE (Prime Contractor's Representative)

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME

BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR (After Approval)   GOLDENROD -CONTRACTOR

Floyd Johnston Construction Co., Inc.
2301 Herndon
Clovis CA 93611
(559) 299-7373 Lic. 280281

Bill To:
The City of Madera
205 W 4th Street Madera CA 93637
428 E Yosemite Ave Madera CA 93638 (Engineering)

Job: FJC: 2301NC
Madera Sewer Emergency Work
Avenue 13 / Road 25
Madera CA

DATE	EW REPORT #	AMOUNT	Current Billed Quantity	Current Billed Amount	
Monday, January 16, 2023	EW12691 - Field	$15,616.41	1.00	$15,616.41	
	EW12721 - Dispatch	$1,199.20	1.00	$1,199.20·	
Tuesday, January 17, 2023	EW21692 - Field	$11,923.73	1.00	$11,923.73	
	EW12722 - Dispatch	$1,243.77	1.00	$1,243.77	
Wednesday, January 18, 2023	EW12694 - Field	$11,686.00	1.00	$11,686.00	
	EW12723 - Dispatch	$426.85	1.00	$426.85	
Thursday, January 19, 2023	EW12695 - Field	$35,719.90	1.00	$35,719.90	
	EW12724 - Dispatch	$1,052.27	1.00	$1,052.27	
Friday, January 20, 2023	Field worked through the night - Friday costs are on EW12695	$0.00	0.00	$0.00	
		$0.00	0.00	$0.00	
Saturday, January 21, 2023	EW12696 - Field	$6,947.22	1.00	$6,947.22	
		$0.00	0.00	$0.00	
		$0.00	0.00	$0.00	
		$0.00	0.00	$0.00	

Due: **$85,815.35**

APPROVED

Desc ___SEWER EMERGENCY WORK___

Acct #___SS-000014/CNST2/CONTR/20403420-7050/ARPA___

P.O. #___30230276___

☐ P.O. Partial Payment
☐ P.O. Final Payment

Date___03/01/2023___

Signature___

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE

FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE 1 OF 4	
			SUB	RW	PARTNERING

REPORT NO. · 50 %
BR · A.C. · E.W. IS UP · FA IS UP · CCO NO. · CONTRACT NO.

01 DATE PERFORMED	01	16	23 MONDAY
DATE OF REPORT	
CONT. JOB NO.	2301NC
CONT. RPT. NO.	EW12721

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
Mobilization: Load and Delivery: 330 JD Excavator, K-Rail

City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA

FLOYD JOHNSTON CONSTRUCTION CO., INC.

FOR RESIDENT ENGINEER'S USE ONLY

	DATE RECEIVED	
	DATE OF ACTION	

Eqp Per
Lab Per

| | NEW BILL | APPROVED FOR PAYMENT |
| | RESUBMITTAL | RETURNED FOR CORRECTION |

ATTACHED TO THIS BILL ARE:
[X]	Labor Charges CEM-4902B
[X]	Equipment Charges CEM-4902C
[X]	Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	448.14	Total Subsistence (E)	0.00
Total Materials (B)	0.00	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	448.14	Total Labor (C)+(D)+(E)+(F)+Surcharges	594.64
15% Standard Mark-up	67.22	15% Standard Labor Markup	89.20
Total (A) + (B) + Standard Mark-up	515.36	Total Equipment, Materials & Labor	1,199.20
Total Regular Labor (C)	278.81	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	27.88	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	261.78	**GRAND TOTAL**	**1,199.20**
10% Premium Labor Surcharge	26.18		
Total (C) + (D) + Surcharges	594.64		✓

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

SIGNATURE *(Resident Engineer)*

NAME

BUSINESS PHONE

SIGNATURE *(Prime Contractor's Representative)*

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL • TITLE PAGE
FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE	1	OF	4

		E.W.	A.C.	BR	* 50 %	SUB	R/W	PARTNERING
+	EA	LS	UP	EA	LS	UP					
+											

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
01 | 16 | 23		2301NC	EW12691
MONDAY			

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
Place bell restraints, place K-Rail on northside of track.

City of Madera - Emergency Sewer Work Avenue 13 / Road 25. Madera CA

FOR RESIDENT ENGINEER'S USE ONLY

	DATE RECEIVED
NEW BILL ☐ APPROVED FOR PAYMENT ☐	
RESUBMITTAL ☐ RETURNED FOR CORRECTION ☐	DATE OF ACTION

Eqp Per   4
Lab Per   4

ATTACHED TO THIS BILL ARE:

☒	Labor Charges CEM-4902B
☒	Equipment Charges CEM-4902C
☒	Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total Equipment (A)	3,756.37	Total Subsistence (E)	0.00
Total Materials (B)	4,070.32	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	7,826.69	Total Labor (C)+(D)+(E)+(F)+Surcharges	5,752.79
15% Standard Mark-up	1,174.00	15% Standard Labor Markup	862.92
Total (A) + (B) + Standard Mark-up	9,000.70	Total Equipment, Materials & Labor	15,616.41
Total Regular Labor (C)	5,052.12	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	505.21	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	177.69	GRAND TOTAL	15,616.41
10% Premium Labor Surcharge	17.77		
Total (C) + (D) + Surcharges	5,752.79		

SIGNATURE *(Resident Engineer)*

SIGNATURE *(Prime Contractor's Representative)*

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME	BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR *(After Approval)*   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL • TITLE PAGE

FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE	1	OF	4

	E.W.	A.C.					
	EA	LS	LP	EA	LS	LP	BR	*50%	SUB	R/W	PARTNERING
+ -	+										

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
01	17	23		2301NC	EW12722
TUESDAY			

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
Mobilization: Load and Delivery: C-Train, Fuel EQ

City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA

FOR RESIDENT ENGINEER'S USE ONLY

		DATE RECEIVED
NEW BILL	APPROVED FOR PAYMENT	
RESUBMITTAL	RETURNED FOR CORRECTION	DATE OF ACTION

Eqp Per ◄
Lab Per ◄

ATTACHED TO THIS BILL ARE:
- [X] Labor Charges CEM-4902B
- [X] Equipment Charges CEM-4902C
- [X] Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	427.14	
Total Materials (B)	0.00	
Subtotal Equipment & Materials	427.14	
15% Standard Mark-up	64.07	
Total (A) + (B) + Standard Mark-up	491.21	
Total Regular Labor (G)	541.90	
10% Regular Labor Surcharge	54.19	
Total Premium Labor (D)	53.01	
10% Premium Labor Surcharge	5.30	
Total (G) + (D) + Surcharges	654.40	
Total Subsistence (E)	0.00	
Total Other Labor Expense (F)	0.00	
Total Labor (G)+(D)+(E)+(F)+Surcharges	654.40	
15% Standard Labor Markup	98.16	
Total Equipment, Materials & Labor	1,243.77	
0% Markup on Subcontract Work (Only)	0.00	
0% Flagging/Partnering Adjustment	0.00	
GRAND TOTAL	**1,243.77**	

SIGNATURE (Resident Engineer)

SIGNATURE (Prime Contractor's Representative)

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME	BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR (After Approval)   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE
FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE			
			1	OF	4	
			SUB	RW	PARTNERING	

		E.W.			A.C.			BR	· 50 %
	±	EA	LS	HR	EA	LS	HR		
	+								

01 | DATE PERFORMED | DATE OF REPORT | CONT. JOB NO. | CONT. RPT. NO.
01 | 17 | 23 | | | 2301NC | EW12692
TUESDAY

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK   City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA
Place bell restraints, dig up fiber line and move out of the way, jackhammer manhole.

FOR RESIDENT ENGINEER'S USE ONLY			ATTACHED TO THIS BILL ARE:
		DATE RECEIVED	[X] Labor Charges CEM-4902B
[ ] NEW BILL	[ ] APPROVED FOR PAYMENT		[X] Equipment Charges CEM-4902C
[ ] RESUBMITTAL	[ ] RETURNED FOR CORRECTION	DATE OF ACTION	[X] Material Charges CEM-4902D

Eqp Per   4
Lab Per   4

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	3,568.08	Total Subsistence (E)	0.00
Total Materials (B)	3,475.23	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	7,043.31	Total Labor (C)+(D)+(E)+(F)+Surcharges	3,325.16
15% Standard Mark-up	1,056.50	15% Standard Labor Markup	498.77
Total (A) + (B) + Standard Mark-up	8,099.81	Total Equipment, Materials & Labor	11,923.73
Total Regular Labor (C)	2,958.89	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	295.89	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	63.97	GRAND TOTAL	11,923.73
10% Premium Labor Surcharge	6.40		
Total (C) + (D) + Surcharges	3,325.16		

SIGNATURE (Resident Engineer)

SIGNATURE (Prime Contractor's Representative)

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME   BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR (After Approval)   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL • TITLE PAGE
FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.		PAGE			
				1	OF		4

		E.W.		A.C.			* 50 %	SUB	R/W	PARTNERING
		EA	IS	UP	EA	IS	UP	BR		
	+							+		

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
01 | 18 | 23		2301NC	EW12723

WEDNESDAY

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA
Mobilization: Load and Delivery: 2 generators, wacker/vibrator, turbo tip for vac, coupler, sand bags, diamond blade, 10 custom plug, 1 stk 2" sch40

ATTACHED TO THIS BILL ARE:
- [X] Labor Charges CEM-4902B
- [X] Equipment Charges CEM-4902C
- [ ] Material Charges CEM-4902D

FOR RESIDENT ENGINEER'S USE ONLY	
DATE RECEIVED	
DATE OF ACTION	

Eqp Per
Lab Per

	APPROVED FOR PAYMENT
	RETURNED FOR CORRECTION

	NEW BILL
	RESUBMITTAL

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	223.14	Total Subsistence (E)	0.00
Total Materials (B)	0.00	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	223.14	Total Labor (C)+(D)+(D)+(E)+(F)+Surcharges	148.04
15% Standard Mark-up	33.47	15% Standard Labor Markup	22.21
Total (A) + (B) + Standard Mark-up	256.61	Total Equipment, Materials & Labor	426.85
Total Regular Labor (C)	134.58	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	13.46	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	0.00	**GRAND TOTAL**	**426.85**
10% Premium Labor Surcharge	0.00		
Total (C) + (D) + Surcharges	148.04		

SIGNATURE *(Resident Engineer)*

SIGNATURE *(Prime Contractor's Representative)*

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME _____ BUSINESS PHONE _____

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR *(After Approval)*   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL • TITLE PAGE

FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

			E.W.	A.C.	BR	• 50 %	SUB	R/W	PARTNERING
			EA	IS	UP	EA	IS	UP	
+			+						

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
01 | 18 | 23		2301NC	EW/12694
WEDNESDAY			

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK   City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA
Move fiber line out of the way, haul dirt, backfill hole.

FOR RESIDENT ENGINEER'S USE ONLY

		DATE RECEIVED
☐ NEW BILL	☐ APPROVED FOR PAYMENT	
☐ RESUBMITTAL	☐ RETURNED FOR CORRECTION	DATE OF ACTION

ATTACHED TO THIS BILL ARE:
- ☒ Labor Charges CEM-4902B
- ☒ Equipment Charges CEM-4902C
- ☒ Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Total equipment (A)	4,920.62	
Total Materials (B)	1,035.00	
Subtotal Equipment & Materials	5,955.62	
15% Standard Mark-up	893.34	
Total (A) + (B) + Standard Mark-up	6,848.97	
Total Regular Labor (C)	3,769.77	
10% Regular Labor Surcharge	376.98	
Total Premium Labor (D)	63.97	
10% Premium Labor Surcharge	6.40	
Total (C) + (D) + Surcharges	4,206.11	

	Eqp Per			
	Lab Per			
Total Subsistence (E)			0.00
Total Other Labor Expense (F)	◄		0.00
Total Labor (C)+(D)+(E)+(F)+Surcharges	◄		4,206.11
15% Standard Labor Markup			630.92
Total Equipment, Materials & Labor			11,686.00
0% Markup on Subcontract Work (Only)			0.00
0% Flagging/Partnering Adjustment			0.00
GRAND TOTAL			**11,686.00**

SIGNATURE (Resident Engineer)

SIGNATURE (Prime Contractor's Representative)

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME		BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR (After Approval)   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL - TITLE PAGE

FLOYD JOHNSTON CONSTRUCTION CO., INC.

CASEWB

CONTRACT NO.	CCO NO.	REPORT NO.	PAGE 1 OF 4

	E.W.	A.C.	*50%	SUB	RW	PARTNERING
	FA	LS	UP	FA	LS	UP	BR				
+											
+											

01
DATE PERFORMED	DATE PERFORMED	CONT. JOB NO.	CONT. RPT. NO.
01	19	23 THURSDAY	01	20	23 FRIDAY	2301NC	EW12694

02 WORK PERFORMED BY
FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK
City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA

Cleaning pipe and patching. Per Union requirements, due to the hours worked and the tasks performed, special rates apply to some labor rates.

ATTACHED TO THIS BILL ARE:
- [X] Labor Charges CEM-4902B
- [X] Equipment Charges CEM-4902C
- [x] Material Charges CEM-4902D

FOR RESIDENT ENGINEER'S USE ONLY

	DATE RECEIVED
[ ] NEW BILL [ ] APPROVED FOR PAYMENT	
[ ] RESUBMITTAL [ ] RETURNED FOR CORRECTION	DATE OF ACTION

Eqp Per ◄
Lab Per ◄

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Description	Amount	Description	Amount
Total equipment (A)	13,985.25	Total Subsistence (E)	0.00
Total Materials (B)	0.00	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	13,985.25	Total Labor (C)+(D)+(E)+(F)+Surcharges	17,075.50
15% Standard Mark-up	2,087.79	15% Standard Labor Markup	2,561.32
Total (A) + (B) + Standard Mark-up	16,083.07	Total Equipment, Materials & Labor	35,719.90
Total Regular Labor (C)	4,790.23	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	479.02	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	10,732.95	GRAND TOTAL	35,719.90
10% Premium Labor Surcharge	1,073.30		
Total (C) + (D) + Surcharges	17,075.50		

SIGNATURE _(Resident Engineer)_

SIGNATURE _(Prime Contractor's Representative)_

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

NAME	BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTRACTOR _(After Approval)_   GOLDENROD -CONTRACTOR

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
EXTRA WORK BILL · TITLE PAGE

CASEWB

FLOYD JOHNSTON CONSTRUCTION CO., INC.

CONTRACT NO.	CCO NO.	E.W. NO.	REPORT NO.	PAGE 1 OF 4

	E.W.	A.C.		
+	FA IS UP	FA IS UP BR	* 50 %	SUB RW PARTNERING
+				

01 DATE PERFORMED	DATE OF REPORT	CONT. JOB NO.	CONT. RPT. NO.
01	19	23		2301NC	EW12724
THURSDAY			

02 WORK PERFORMED BY

FLOYD JOHNSTON CONSTRUCTION CO., INC.

03 DESCRIPTION OF WORK

City of Madera - Emergency Sewer Work Avenue 13 / Road 25, Madera CA

Mobilization: Load and Delivery: Trench shield, 2 light towers, MH blowers, batteries

FOR RESIDENT ENGINEER'S USE ONLY	
	DATE RECEIVED
☐ NEW BILL ☐ APPROVED FOR PAYMENT	
☐ RESUBMITTAL ☐ RETURNED FOR CORRECTION	DATE OF ACTION

Eqp Per +
Lab Per +

ATTACHED TO THIS BILL ARE:
- ☒ Labor Charges CEM-4902B
- ☒ Equipment Charges CEM-4902C
- ☒ Material Charges CEM-4902D

TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP

Description	Amount	Description	Amount
Total Equipment (A)	465.65	Total Subsistence (E)	0.00
Total Materials (B)	0.00	Total Other Labor Expense (F)	0.00
Subtotal Equipment & Materials	465.65	Total Labor (C)+(D)+(E)+(F)+Surcharges	449.37
15% Standard Mark-up	69.85	15% Standard Labor Markup	67.40
Total (A) + (B) + Standard Mark-up	535.50	Total Equipment, Materials & Labor	1,052.27
Total Regular Labor (C)	408.52	0% Markup on Subcontract Work (Only)	0.00
10% Regular Labor Surcharge	40.85	0% Flagging/Partnering Adjustment	0.00
Total Premium Labor (D)	0.00	GRAND TOTAL	1,052.27
10% Premium Labor Surcharge	0.00		
Total (C) + (D) + Surcharges	449.37		

IN CASE OF QUESTION CONTACT
(Resident Engineer's Use Only)

SIGNATURE *(Resident Engineer)*

SIGNATURE *(Prime Contractor's Representative)*

NAME	BUSINESS PHONE

FM 94 1002 M   WHITE -DATA ENTRY   CANARY -RESIDENT ENGINEER   PINK -CONTACTOR *(After Approval)*   GOLDENROD -CONTRACTOR

Floyd Johnston Construction Co., Inc.
2301 Herndon   .
Clovis CA 93611
(559) 299-7373 Lic. 280281

Invoice# :   2301NC-Wk03-5
Invoice Date: 3/16/2023

Bill To:
The City of Madera
205 W 4th Street Madera CA 93637
428 E Yosemite Ave Madera CA 93638 (Engineering)

Job: FJC: 2301NC
Madera Sewer Emergency Work
Avenue 13 / Road 25
Madera CA

DATE	EW REPORT #		AMOUNT	Current Billed Quantity	Current Billed Amount
Wednesday, January 4, 2023	EW: 12666	: Field	$1,434.86	1.00	$1,434.86
Tuesday, January 10, 2023	EW: 12717	: Dispatch	$3,237.15	1.00	$3,237.15
Friday, January 13, 2023	EW: 12690	: Field	$6,795.24	1.00	$6,795.24
Monday, January 23, 2023	EW: 12699	: Field	$14,331.72	1.00	$14,331.72
	EW: 12725	: Dispatch	$823.26	1.00	$823.26
Tuesday, January 24, 2023	EW: 12698	: Field	$8,811.77	1.00	$8,811.77
	EW: 12726	: Dispatch	$1,144.30	1.00	$1,144.30
Wednesday, January 25, 2023	EW: 12701	: Field	$11,476.85	1.00	$11,476.85
	EW: 12727	: Dispatch	$147.39	1.00	$147.39
Thursday, January 26, 2023	EW: 12700	: Field	$21,538.84	1.00	$21,538.84
	EW: 12728	: Dispatch	$2,698.90	1.00	$2,698.90
	EW: 12743	:Batching Concrete	$1,414.22	1.00	$1,414.22
Friday, January 27, 2023	EW: 12702	: Field	$11,896.49	1.00	$11,896.49
	EW: 12729	: Dispatch	$638.93	1.00	$638.93
Saturday, January 28, 2023	EW: 12703	: Field	$16,015.64	1.00	$16,015.64
	EW:	: Dispatch	$0.00	0.00	$0.00
Monday, January 30, 2023	EW: 12716	: Field	$8,169.35	1.00	$8,169.35
	EW: 12730	: Dispatch	$762.06	1.00	$762.06

CONTINUED

DATE	EW REPORT		AMOUNT	Current Billed Quantity	Current Billed Amount
Tuesday, January 31, 2023	EW: 12715	: Field	$9,093.05	1.00	$9,093.05
	EW: 12731	: Dispatch	$761.50	1.00	$761.50
Wednesday, February 1, 2023	EW: 12714	: Field	$12,629.94	1.00	$12,629.94
	EW: 12732	: Dispatch	$746.65	1.00	$746.65
Thursday, February 2, 2023	EW: 12712	: Field	$17,348.17	1.00	$17,348.17
	EW: 12733	: Dispatch	$166.32	1.00	$166.32
Friday, February 3, 2023	EW: 12711	: Field	$13,103.68	1.00	$13,103.68
	EW: 12734	: Dispatch	$1,189.03	1.00	$1,189.03
	EW: 12797	: Materials	$13,037.98	1.00	$13,037.98
Monday, February 6, 2023	EW: 12713	: Field	$13,689.20	1.00	$13,689.20
	EW:	: Dispatch	$0.00	0.00	$0.00
Tuesday, February 7, 2023	EW: 12710	: Field	$13,733.68	1.00	$13,733.68
	EW: 12800	: Dispatch	$621.75	1.00	$621.75
Wednesday, February 8, 2023	EW: 12709	: Field	$13,643.18	1.00	$13,643.18
	EW: 12735	: Dispatch	$161.21	1.00	$161.21
Thursday, February 9, 2023	EW: 12776	: Field	$12,659.97	1.00	$12,659.97
	EW: 12736	: Dispatch	$400.22	1.00	$400.22
Friday, February 10, 2023	EW: 12775	: Field	$16,292.36	1.00	$16,292.36
	EW: 12737	: Dispatch	$610.38	1.00	$610.38
Friday, March 3, 2023	EW: 12818	: MPS 27" to 1/31/23	$82,706.51	1.00	$82,706.51

APPROVED

Desc _____EMERGENCY SEWER REPAIRS_____

Acct # SS-000014/CNST2/CONTR/20403420-7050/ARPA

P.O. # _____30230276_____

☐ P.O. Partial Payment

☐ P.O. Final Payment

Date_____04/03/2023_____

Signature_____

Due: **$333,931.75**

PLEASE RETURN CHECK
TO ENGINEERING

Floyd Johnston Construction Co., Inc.
2301 Herndon
Clovis CA 93611
(559) 299-7373 Lic. 280281

Invoice# :   2301NC-Wk06-11
Invoice Date: 5/5/2023

Bill To:

The City of Madera

205 W 4th Street Madera CA 93637

428 E Yosemite Ave Madera CA 93638 (Engineering)

Job: FJC: 2301NC

Madera Sewer Emergency Work

Avenue 13 / Road 25

Madera CA

DATE	EW REPORT #		AMOUNT	Current Billed Quantity	Current Billed Amount
Saturday, February 11, 2023	EW: 12778	: Field	$11,959.90	1.00	$11,959.90
Monday, February 13, 2023	EW: 12779	: Field	$16,427.14	1.00	$16,427.14
	EW: 12738	: Dispatch	$1,063.80	1.00	$1,063.80
Tuesday, February 14, 2023	EW: 12780	: Field	$13,072.28	1.00	$13,072.28
	EW: 12739	: Dispatch	$201.51	1.00	$201.51
Wednesday, February 15, 2023	EW: 12781	: Field	$15,492.90	1.00	$15,492.90
Thursday, February 16, 2023	EW: 12782	: Field	$15,467.93	1.00	$15,467.93
	EW: 12740	: Dispatch	$2,272.08	1.00	$2,272.08
Friday, February 17, 2023	EW: 12783	: Field	$17,887.00	1.00	$17,887.00
	EW: 12741	: Dispatch	$1,068.89	1.00	$1,068.89
	EW: 12798	: Materials	$119,309.95	1.00	$119,309.95
Saturday, February 18, 2023	EW: 12784	: Field	$19,727.81	1.00	$19,727.81
	EW: 12742	: Dispatch	$1,769.42	1.00	$1,769.42
Monday, February 20, 2023	EW: 12786	: Field	$28,589.21	1.00	$28,589.21
	EW: 12801	: Dispatch	$457.37	1.00	$457.37
Tuesday, February 21, 2023	EW: 12793	: Field	$18,371.66	1.00	$18,371.66
	EW: 12802	: Dispatch	$1,693.22	1.00	$1,693.22
Wednesday, February 22, 2023	EW: 12787	: Field	$11,677.27	1.00	$11,677.27
	EW: 12803	: Dispatch	$249.00	1.00	$249.00
Thursday, February 23, 2023	EW: 12788	: Field	$20,395.47	1.00	$20,395.47
	EW: 12804	: Dispatch	$1,364.59	1.00	$1,364.59

DATE	EW REPORT		AMOUNT	Current Billed Quantity	Current Billed Amount
Monday, February 27, 2023	EW: 12794	: Field	$17,342.00	1.00	$17,342.00
	EW: 12805	: Dispatch	$869.66	1.00	$869.66
Tuesday, February 28, 2023	EW: 12789	: Field	$17,521.72	1.00	$17,521.72
Wednesday, March 1, 2023	EW: 12791	: Field	$29,435.58	1.00	$29,435.58
Thursday, March 2, 2023	EW: 12795	: Field	$12,608.06	1.00	$12,608.06
	EW: 12806	: Dispatch	$1,858.69	1.00	$1,858.69
Friday, March 3, 2023	EW: 12796	: Field	$16,597.86	1.00	$16,597.86
	EW: 12807	: Dispatch	$556.92	1.00	$556.92
	EW: 12808	: Materials	$22,043.38	1.00	$22,043.38
Saturday, March 4, 2023	EW: 12790	: Field	$9,265.20	1.00	$9,265.20
Monday, March 6, 2023	EW: 12704	: Field	$13,380.60	1.00	$13,380.60
	EW: 12813	: Dispatch	$2,748.47	1.00	$2,748.47
Tuesday, March 7, 2023	EW: 12705	: Field	$14,100.74	1.00	$14,100.74
	EW: 12714	: Dispatch	$1,169.45	1.00	$1,169.45
Wednesday, March 8, 2023	EW: 12706	: Field	$15,680.70	1.00	$15,680.70
	EW: 12816	: Dispatch	$668.56	1.00	$668.56
	EW: 12822	: Pacific Boring	$1,860.26	1.00	$1,860.26
Thursday, March 9, 2023	EW: 12707	: Field	$18,102.37	1.00	$18,102.37
	EW: 12854	: Dispatch	$2,300.72	1.00	$2,300.72
Friday, March 10, 2023	EW: 12819	: Field	$12,275.40	1.00	$12,275.40
	EW: 12812	: Dispatch	$1,694.93	1.00	$1,694.93
Monday, March 13, 2023	EW: 12820	: Field	$106,091.89	1.00	$106,091.89
	EW: 12855	: Dispatch	$1,287.66	1.00	$1,287.66
Tuesday, March 14, 2023	EW: 12821	: Field	$12,984.43	1.00	$12,771.96
	EW: 12928	: Dispatch	$2,538.64	1.00	$2,538.64
Wednesday, March 15, 2023	EW: 12824	: Field	$14,098.36	1.00	$14,098.36
	EW: 12929	: Dispatch	$1,399.98	1.00	$1,399.98

DATE	EW REPORT		AMOUNT	Current Billed Quantity	Current Billed Amount
Thursday, March 16, 2023	EW: 12825	: Field	$12,640.52	1.00	$12,640.52
	EW: 12930	: Dispatch	$712.39	1.00	$712.39
Friday, March 17, 2023	EW: 12826	: Field	$18,948.54	1.00	$18,948.54
Monday, March 20, 2023	EW: 12792	: Field	$11,504.66	1.00	$11,504.66
	EW: 12901	: Dispatch	$1,815.73	1.00	$1,815.73
Tuesday, March 21, 2023	EW: 12827	: Field	$1,210.63	1.00	$1,210.63
Wednesday, March 22, 2023	EW: 12828	: Field	$9,995.88	1.00	$9,995.88
	EW: 12902	: Dispatch	$1,678.57	1.00	$1,678.57
	EW: 12927	: Materials	$31,078.70	1.00	$31,078.70
Thursday, March 23, 2023	EW: 12829	: Field	$12,630.55	1.00	$12,630.55
	EW: 12903	: Dispatch	$774.19	1.00	$774.19
Friday, March 24, 2023	EW: 12830	: Field	$32,945.89	1.00	$32,945.89
	EW: 12904	: Dispatch	$1,377.23	1.00	$1,377.23
	EW: 12900	: Trench Shoring	$19,523.19	1.00	$19,523.19
Saturday, March 25, 2023	EW: 12832	: Field	$11,509.19	1.00	$11,509.19

APPROVED

Ellen Ditter 5/10/23

Due: $837,134.02

PLEASE RETURN CHECK TO ENGINEERING

APPROVED

Desc ____ EMERGENCY SEWER REPAIRS

Acct # SS-000014/CNST2/20403420-7050/ARPA

P.O. # 30230276

☐ P.O. Partial Payment
☐ P.O. Final Payment

Date____ 05/10/2023

Signature ____

Floyd Johnston Construction Co., Inc.
2301 Herndon
Clovis CA 93611
(559) 299-7373 Lic. 280281

Invoice# :   2301NC-Wk12-15
Invoice Date: 6/12/2023

Bill To:
The City of Madera
205 W 4th Street Madera CA 93637
428 E Yosemite Ave Madera CA 93638 (Engineering)

Job: FJC: 2301NC
Madera Sewer Emergency Work
Avenue 13 / Road 25
Madera CA

DATE	EW REPORT #		AMOUNT	Current Billed Quantity	Current Billed Amount	
Monday, March 27, 2023	EW: 12833	: Field	$30,023.07	1.00	$30,023.07	
Tuesday, March 28, 2023	EW: 12834	: Field	$37,905.14	1.00	$37,905.14	
Wednesday, March 29, 2023	EW: 12837	: Field	$12,224.09	1.00	$12,224.09	
Thursday, March 30, 2023	EW: 12838	: Field	$30,311.85	1.00	$30,311.85	
Friday, March 31, 2023	EW: 12836	: Field	$12,448.22	1.00	$12,448.22	
3/02/ - 3/31/2023	EW: 12905	: Dispatch	$4,900.71	1.00	$4,900.71	
Monday, April 3, 2023	EW: 12839	: Field	$36,908.07	1.00	$36,908.07	
Tuesday, April 4, 2023	EW: 12708	: Field	$11,536.69	1.00	$11,536.69	
Wednesday, April 5, 2023	EW: 12840	: Field	$14,314.92	1.00	$14,314.92	
Thursday, April 6, 2023	EW: 12841	: Field	$14,735.95	1.00	$14,735.95	
Friday, April 7, 2023	EW: 12842	: Field	$6,327.01	1.00	$6,327.01	
4/03 - 4/07/2023	EW: 12907	: Dispatch	$5,132.32	1.00	$5,132.32	
Monday, April 10, 2023	EW: 12843	: Field	$9,390.80	1.00	$9,390.80	
Tuesday, April 11, 2023	EW: 12844	: Field	$6,340.58	1.00	$6,340.58	
Wednesday, April 12, 2023	EW: 12906	: Field	$21,729.19	1.00	$21,729.19	
4/10 - 4/14/2023	EW: 12587	: Dispatch	$3,365.41	1.00	$3,365.41	
Friday, April 21, 2023	EW: 12908	: Field	$16,213.85	1.00	$16,213.85	
Wednesday, April 26, 2023	EW: 12909	Materials	$47,960.82	1.00	$47,960.82	

APPROVED
Desc __EMERGENCY SEWER REPAIRS__
Acct #SS-000014/CNST2/20403420-7050/ARPA
P.O. #_____30230276_____
☐ P.O. Partial Payment
☐ P.O. Final Payment
Date_____06/22/2023_____
Signature_____

Due: **$321,768.69**

PLEASE RETURN
CHECK TO
ENGINEERING

33650

Floyd Johnston Construction Co., Inc.
2301 Herndon
Clovis CA 93611
(559) 299-7373 Lic. 280281

Invoice# :   **2301NC-F**
Invoice Date: **7/17/2023**

Bill To:
The City of Madera
205 W 4th Street Madera CA 93637
428 E Yosemite Ave Madera CA 93638 (Engineering)

Job: FJC: 2301NC
Madera Sewer Emergency Work
Avenue 13 / Road 25
Madera CA

Description	AMOUNT	Current Billed Quantity	Current Billed Amount	
February 42" Bypass	$241,218.67	1.00	$241,218.67	
February 27" Bypass	$195,441.87	1.00	$195,441.87	
March 42" and 27" Bypass	$326,926.11	1.00	$326,926.11	
Coating Manholes EW12831	$1,840.88	1.00	$1,840.88	

PLEASE RETURN CHECK TO ENGINEERING

Due: **$765,427.53**

APPROVED

Desc _____ EMERGENCY SEWER REPAIRS _____

Acct # SS-000014/CNST2/CONTR/20403420-7050-ARPA

P.O. # _____ 30230276 _____

☐ **P.O. Partial Payment**

☐ **P.O. Final Payment**

Date _____ 07/18/2023 _____

Signature _____

FEDERAL PROVISIONS ADDENDUM

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Contractor acknowledges that Owner shall use FEMA financial assistance to fund the Services provided by Contractor under the Contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Parties acknowledge and agree that the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party) pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply:

1. The Contractor agrees to provide the Owner, State Emergency Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. Upon reasonable notice, the Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in the Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

EQUAL EMPLOYMENT OPPORTUNITY

This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Services meet this definition, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with authorized procedures, and such other sanctions may be imposed and remedies invoked as by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the above applicable provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. Owner further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Owner is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

10. Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

11. Owner further agrees that it will refrain from entering into any contract or contract modification with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to any applicable Executive Order and will carry out such sanctions and penalties for violation of any applicable clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, Owner agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
Contractor acknowledges that it may, but is not required to, take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are solicited when possible, to the extent doing so is consistent with applicable local, State, and Federal law.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damage*s. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. *Withholding for unpaid wages and liquidated damages*. The appropriate Federal agency, or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this paragraph.

4. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CLEAN AIR ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the

Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT
1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

GOVERNMENT-WIDE SUSPENSION AND DEBARMENT
By signing and submitting its bid or proposal and signing this Agreement, the Contractor agrees to comply with the following:

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification, as included at the end of this **Addendum**, is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner and Louisiana's Governor's Office of Homeland Security and Emergency Preparedness, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ANTI-LOBBYING CERTIFICATION

The Contractor and any Subcontractors shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended), ensuring that any Federal appropriated funds are not used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by this Section. Contractor shall also disclose as required any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award associated with this contract. The Contractor shall and shall require any Subcontractors to execute the Certificate Regarding Lobbying included at the end of this **Addendum.**

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

   i.   Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii.   Meeting contract performance requirements; or

   iii.   At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause.

2. Prohibitions.

   (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement,

loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception of this clause applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

     (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

     (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

     (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

     (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

(i) This clause does not prohibit contractors from providing—

     (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

     (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

     (1) Covered telecommunications equipment or services that:

          a. Are not used as a substantial or essential component of any system; and

          b. Are not used as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in this paragraph to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(i) The Contractor shall report the following information pursuant to this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in this paragraph: Any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS
As required by 2 CFR § 200.322, and as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), unless the required resource is not readily or reasonably available, cannot be provided within the necessary timeframe, or is not cost-reasonable to be procured domestically. For purposes of this clause:

- *Produced in the united states* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under the award.

DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS
The Contractor gives Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in performance of this Agreement, Contractor will identify such data and grant to Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this Agreement. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, Contractor will deliver to Owner data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by Owner.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)

- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount

- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)

- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)

- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).

- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)

- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)

- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)

- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.

- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies.   Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)

- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Contractor Name

_____
Contract Number

_____
Name

_____
Title

_____
Signature

_____
Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date