REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 16, 2026
6:00 p.m.

Council Chambers
City Hall

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at www.zoom.us/wc/88916040566/join. Members of the public may provide comments on agenda items in person, through Zoom, or by phone at (669) 900-6833 using meeting ID: 889 1604 0566 followed by the # key, or by email at citycouncilpubliccomment@madera.gov. To comment by phone, press *9 to raise your hand and *6 to unmute when called upon. Written comments may also be submitted by mail to 205 W. 4th Street, Madera, CA 93637.

A recording of the meeting will be posted on the City's YouTube channel at www.youtube.com/c/cityofmaderatv as soon as practicable following the conclusion of the meeting.

"Wordly" can translate into 25+ different languages. To access written translation during the meeting, please scan the QR Code or click this link: https://attend.wordly.ai/join/FTZJ-3396

"Wordly" puede traducir a más de 25 idiomas diferentes. Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace: https://attend.wordly.ai/join/FTZJ-3396

CALL TO ORDER:

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

INVOCATION: Pastor Tim Echevarria, Remnant Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. **Proclamation Recognizing the Retirement of Officer Wayson Juarez**
2. **Proclamation Recognizing Old Timers Day – Grand Marshal Dennis Smith**

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

A. PUBLIC HEARINGS:

A-1 Consideration of an Ordinance Updating the Madera Municipal Code Regarding Vacant Buildings

Recommendation: Waive the First Reading and Introduce by Title Only an Ordinance of the City Council of the City of Madera Amending Chapter 12 of Title IX of the Madera Municipal Code Regarding Vacant Buildings (Report by Giachino Chiaramonte)

A-2 Public Hearing Regarding the Program Year 2025/26 Community Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and Financial Summary

Recommendation: Conduct a Public Hearing, Invite Public Input, and Adopt a Resolution Approving the City's Program Year 2025/26 CAPER and Financial Summary (Report by Michael Lima)

A-3 Ordinance Text Amendment (OTA 2026-03) for the Amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

Recommendation: Staff Recommends the City Council Act as Follows: Move to Continue the Public Hearing to the Regular Meeting of the City Council Scheduled to be held on October 21, 2026 (Report by Will Tackett)

B. **CONSENT CALENDAR:**

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 **Minutes – September 2, 2026**

Recommendation: Approve the City Council Minutes of September 2, 2026 (Report by Alicia Gonzales)

B-2 **Informational Report on Register of Audited Demands**

Recommendation: Review Register of Audited Demands Report for August 22 to September 4, 2026 (Report by Michael Lima)

B-3 **Informational Report on Personnel Activity**

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Wendy Silva)

B-4 **Amendment to Resolution 26-135 for Fleet Division-related Purchases**

Recommendation: Adopt a Resolution Approving Amendment to Resolution 26-135 using Sourcewell Piggyback Agreement with National Auto Fleet Group Adding Sales Tax for the Purchase of Two Replacement Pickups (Report by Michael Lima)

B-5 **Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY26 Grant**

Recommendation: Adopt a Resolution Authorizing Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2026, and Authorizing the City Manager (or designee) to Execute All Related Application Documents (Report by Giachino Chiaramonte)

B-6 **Request by Bernardo Osuna and Martha Garcia for Connection to the City's Water System**

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 16454 North Lake Street (APN 038-081-052) (Report by Keith Helmuth)

B-7 **Water Main Replacement Project City Project W-43**

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of the Water Main Replacement Project City Project W-43; and
2. Recording of Notice of Completion; and
3. Release of Retention 35 days after the Recording of the Notice of Completion (Report by Keith Helmuth)

C. **WORKSHOP:** None

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

D-1 Change Order for the 2024 Wastewater Treatment Plant Improvement Project WWTP 24-01 for Construction of a New Influent Pump Station (IPS) Wet Well

Recommendation: Adopt a Resolution:

1. Approving the Award of a Contract Change Order to Gateway Pacific Contractors, Inc. for the Wastewater Treatment Plant (WWTP) Improvement Project to Construct a New Influent Pump Station Wet Well for $3,300,000 including contingencies of up to $225,000 as approved by the City Engineer; and
2. Authorizing an Amendment to the Fiscal Year (FY) 2026/27 Sewer Fund Capital Projects Organization's Adopted Budget Appropriating $363,000 of fund balance for the Project (Report by Keith Helmuth)

D-2 Award of Bid for Invitation for Bid (IFB) No. 202627-03, Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services

Recommendation: Adopt a Resolution Approving an On-Call Agreement to Witbro, Inc. dba Seal Rite Paving and Grading for Asphalt/Concrete Patching On-Call Services (Report by Harpiar Gandhi)

D-3 Award of Bid for Invitation (IFB) No. 202627-05, Road Rehabilitation Various Locations

Recommendation: Adopt a Resolution:

1. Approving a Construction Agreement with Avison Construction, Inc. for the Road Rehabilitation Various Locations project, IFB No. 202627-05; and
2. Determining the Project is Categorically Exempt Pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Harpiar Gandhi)

D-4 Madera 2026 Road Rehab Bid Package 1, City Project R-80, 98, 104, 108, & 109

Recommendation: Adopt a Resolution:

1. Approving the Contract Award for Madera 2026 Road Rehab Bid Package 1, City Project R-80, 98, 104, 108, & 109 to Consolidated Engineering Inc.; and
2. Determining the Project is Categorically Exempt Pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Keith Helmuth)

D-5 FY 2024 Street Rehab and Reconstruction Project, City Project No. R-99 & 2021-22 SB-1 (RMRA) Seals and Overlays, City Project No. R-79

Recommendation: Adopt a Resolution:

1. Approving the Contract Award for FY 2024 Street Rehab and Reconstruction Project, City Project No. R-99 & 2021-22 SB-1 (RMRA) Seals and Overlays, City Project No. R-79 to Avison Construction, Inc.; and
2. Determining the Project is Categorically Exempt Pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Keith Helmuth)

D-6 **Purchase of Rosenbauer Type-1 Custom Fire Engine and Related Budget Amendment**

Recommendation: Adopt a Resolution Approving a Purchase Agreement for a Rosenbauer Type-1 Fire Engine from Rosenbauer South Dakota, LLC under Sourcewell Cooperative Purchase Contract #082025- RSD and an Amendment to the Fiscal Year 2025/26 Adopted Budget Appropriating $1,263,012 for the Purchase in the Measure K Fire Budget (Report by Larry Pendarvis)

D-7 **Seventh Amendment to the City Clerk At-Will Employment Agreement**

Recommendation: This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Seventh Amendment to the City Clerk At-Will Employment Agreement (Report by Wendy Silva)

E. **ADMINISTRATIVE REPORTS:**

E-1 **Selecting Recipients for October Proclamations**

Recommendation: Request for Council's Selection of Recipients for the following Proclamations: Breast Cancer Awareness Month, Indigenous People's Day, Domestic Violence Awareness Month (Report by Alicia Gonzales)

E-2 **Caltrans Highway Capital Preventive Maintenance (CAPM) Project 06-0Y180 on State Route 145 (Project) Construction Update**

Recommendation: This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider the information and direction at its discretion. (Report by Keith Helmuth)

F. **COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda. Under this section, the Council may take action only on items specifically agendized and which meet other requirements for action.

G. **CLOSED SESSION**:

G-1 **Conference with Real Property Negotiators Pursuant to Government Code Section §54956.8**

Property: 2883 Sharon Boulevard, Madera, CA 93638 (APN 013-280-002)

Agency Negotiator: City Manager

Negotiating Parties: Edward J. McIntyre and Gail Hanhart McIntyre

Under Negotiation: Price and Terms of an Easement

FUTURE MEETING DATES:

- Wednesday, October 7, 2026
- Wednesday, October 21, 2026

ADJOURNMENT:

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for September 16, 2026, near the front entrances of City Hall and on the City's website www.madera.gov at 6:00 p.m. on September 11, 2026.

Alicia Gonzales, City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 16, 2026

Agenda Number: A-1

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez, City Manager

SUBJECT:

Consideration of an ordinance updating the Madera Municipal Code regarding vacant buildings

RECOMMENDATION:

Waive the first reading and introduce by title only an Ordinance of the City Council of the City of Madera repealing and replacing Chapter 12 of Title IX of the Madera Municipal Code regarding vacant buildings

SUMMARY:

The proposed ordinance modernizes the City's vacant building regulations by strengthening maintenance and oversight requirements for vacant properties, particularly commercial buildings. It reduces the timeframe for owners to take action on vacant buildings from 90 to 30 business days, while requiring registration with the City's Code Enforcement Division and ongoing compliance with maintenance standards. New provisions would prohibit boarding on commercial buildings, and require commercial and industrial buildings to maintain adequate lighting, management contact signage, and allow periodic inspections to help prevent blight and criminal activity. Finally, enforcement is shifted from criminal misdemeanor penalties to administrative infractions, providing a more practical and efficient compliance process.

DISCUSSION:

The City's Vacant Buildings Ordinance was adopted in 2010 to address the negative impacts of vacant and poorly maintained structures on surrounding neighborhoods. While the ordinance has provided a framework for identifying and registering vacant properties, staff has found that updates are necessary to address evolving community needs, current best practices in code enforcement, and the increasing challenges associated with long-term vacant commercial properties. The proposed ordinance amends the existing chapter with a more comprehensive

approach focused on preventing blight, encouraging property maintenance, and promoting economic vitality.

One of the most significant changes in the proposed ordinance is the establishment of enhanced maintenance standards for vacant properties, particularly commercial and industrial buildings. The proposed regulations require owners to begin rehabilitation of their properties within 30 business days of vacancy, to include actively maintaining building exteriors, landscaping, signage, lighting, and security measures to ensure vacant properties do not become a source of blight or attract criminal activity. These requirements are intended to improve neighborhood appearance, protect adjacent property values, and reduce public safety concerns associated with neglected buildings. Maintenance of emergency access areas, roof-access ladders, egress points, and adequate lighting keep properties within standard and ready for sale or renting.

The current ordinance requires vacant commercial, industrial, and residential buildings to be boarded as a means to prohibit entry of unauthorized persons. The proposed ordinance limits the use of boarded windows except during active construction or rehabilitation projects for commercial buildings. This provision is designed to discourage the visual deterioration often associated with vacant storefronts and to maintain a more attractive business environment that supports economic development and investment within the community. It also makes it harder for homeless people to live undetected in vacant commercial properties.

The proposed ordinance also updates and clarifies several definitions within the Vacant Building Ordinance to provide Code Enforcement with clearer and more practical standards for identifying and addressing vacant properties. Notably, the proposed ordinance adds a definition for “nonresidential buildings”, allowing the City to establish requirements specific to commercial and industrial properties, while refining the definition of “vacant building” to focus on structures that are unoccupied or illegally occupied. These changes provide greater clarity regarding which properties are subject to the ordinance and allow Code Enforcement to apply the regulations more consistently.

In addition, the proposed ordinance strengthens oversight of vacant commercial and industrial properties through an inspection program administered by the City’s Code Enforcement Division. Property owners are required to register vacant properties and make them available for quarterly inspections to verify compliance with applicable building, fire, and safety regulations. These inspections would assist the City in identifying potential hazards before they become more significant public safety issues and help ensure that vacant properties remain secure and properly maintained. The proposed ordinance adds an inspection fee in addition to the annual registration fee. The ordinance requires council to set the fee. Staff recommends the fee be based on time spent during the inspection, not to exceed three hours. A smaller building with zero violations would likely take much less time to inspect than a larger building with multiple violations. This fee is not a penalty, and should reflect actual cost to inspect, rather than average cost to inspect to avoid unfairly charging owners of smaller, or code compliant buildings.

Another notable change is the transition from criminal misdemeanor penalties to administrative infraction-based enforcement. This approach provides the City with a more practical and

efficient enforcement tool while still holding property owners accountable for violations. Administrative enforcement allows for more timely compliance efforts and reduces the burden on the criminal justice system while preserving the City's ability to address nuisance and blight conditions.

Overall, the proposed ordinance would give the City clearer standards for identifying, monitoring, and addressing vacant buildings while placing greater emphasis on property maintenance, security, and rehabilitation. The changes are intended to help Code Enforcement address problem properties earlier, reduce conditions that contribute to blight and public safety concerns, and establish more specific requirements for vacant commercial and industrial properties.

Table 1 provides a comparison of existing regulations vs. proposed. Note that this list is not exhaustive.

Table 1: *Overview of proposed changes*

Item	Existing	Proposed
Boarding of vacant buildings	Required for vacant commercial, residential, and industrial properties (must be painted to match the building)	Commercial: Prohibited unless required for construction/renovation. Exception: boarding shall only be allowed for a period of 15 days.
		Residential: Required (must be painted to match the building)
		Industrial: Allowed, not required
Maintenance	Must begin maintenance within 90 days of vacancy	Must begin maintenance within 30 days of vacancy
Registration of buildings	Must register with City Finance Department within 10 days of vacancy. The registration fee is $550 annually.	Must register with Code Enforcement within 30 days of vacancy As proposed, the annual registration fee would remain the same.
Inspections	Not specified in the existing code, only that the building shall be monitored by the Neighborhood Preservation Manager so that timely code enforcement proceedings are commenced in the event a building becomes substandard or a nuisance	Commercial and industrial property owners shall make the property available for quarterly inspections. Inspection fees per §1-9.06 are $60/hour.
Monitoring Program	Neighborhood Preservation Manager	Code Enforcement. No change rather City staff position titles have been altered.
Violations	Misdemeanor	Infraction/Fine per §1-9.06 of Madera Municipal Code

		▪ $100 first citation ▪ $225 second citation ▪ $500 third or subsequent citation

FINANCIAL IMPACT:

There is no cost to the City, but rather creates more enforcement tools for City staff to use to impose fines relating to violations. It is difficult to calculate the financial benefit of reducing blight in commercial areas and increased occupancy rates of commercial properties. An added value is that this would create opportunity for additional revenue for local businesses and generate more tax revenue for the City by increasing the chances for foot traffic in the business districts.

ALTERNATIVES:

Council may decline to ament the current ordinance and elect to retain the current Chapter 12 Vacant Buildings Ordinance without modification. Under this option, the City would continue to regulate vacant properties pursuant to the existing provisions. While the current ordinance provides a mechanism for registration and maintenance of vacant properties, it does not include many of the enhanced maintenance, inspection, and blight-prevention measures contained in the proposed ordinance. As a result, the City would have fewer tools available to address the impacts of long-term vacant commercial and industrial properties and may experience continued challenges related to property maintenance, public safety, and neighborhood blight.

Council may provide direction to staff regarding specific provisions of the proposed ordinance and continue consideration of the item to a future meeting. Under this option, staff would revise the ordinance based on Council direction and returned with a modified proposal for further review and consideration.

ATTACHMENTS:

1. Proposed Vacant Buildings Municipal Code

ATTACHMENT 1

Proposed Ordinance amending the Municipal Code regarding vacant buildings

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING AND REPLACING CHAPTER 12 OF TITLE IX OF THE MADERA MUNICIPAL CODE REGARDING VACANT BUILDINGS

WHEREAS, substandard or unkempt vacant buildings discourage economic development and can negatively affect appreciation of property values. Vacant buildings that are not maintained are potential fire hazards and can jeopardize the ability of owners of neighboring property from securing or maintaining affordable fire insurance.

WHEREAS, if not properly addressed, vacant buildings may also serve as an attractive nuisance, and may lead to blight, which may in turn diminish the economic and physical conditions of nearby properties. It is the responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to public health, safety, or welfare; and

WHEREAS, due to the passage of time, refinements in law, as well as the lingering economic effects of the pandemic, an update to the vacant building ordinance is warranted; and

WHEREAS, the City Council now desires to repeal the existing vacant building ordinance and adopt an updated ordinance.

NOW THEREFORE, the City Council of the City of Madera does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Chapter 12 (Vacant Buildings) of Title IX of the Madera Municipal Code is hereby repealed in its entirety.

SECTION 4. Chapter 12 (Vacant Buildings) is hereby added to Title IX of the Madera Municipal Code to read in its entirety as follows:

CHAPTER 12: VACANT BUILDINGS

Section

9-12.01 Purpose

9-12.02 Definitions

9-12.03 Owner responsibilities

9-12.04 Boarding

9-12.05 Registration requirement for vacant properties

9-12.06 Monitoring program - departmental responsibilities and fees

9-12.07 Violations; penalty

§ 9-12.01 PURPOSE.

Substandard or unkempt vacant buildings discourage economic development and can negatively affect appreciation of property values. Vacant buildings that are not maintained are potential fire hazards and can jeopardize the ability of owners of neighboring property from securing or maintaining affordable fire insurance. If not properly addressed, vacant buildings may also serve as an attractive nuisance, and may lead to blight, which may in turn diminish the economic and physical conditions of nearby properties. It is the responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to public health, safety, or welfare. This ordinance shall be known as the "vacant building ordinance."

§ 9-12.02 DEFINITIONS.

For purposes of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOARDED BUILDING. A vacant building or portion of a vacant building whose doors and windows have been covered with plywood or other material for the purpose of preventing entry into the building by persons or animals.

BUILDING. Any structure including, but not limited to, any residential, commercial, industrial, or assembly structure, approved for occupancy on either a lot of record or within a single project approved by the city pursuant to the city's zoning ordinance.

BUILDING OFFICIAL. The Chief Building Official for the city, or the designee of the Chief Building Official.

EVIDENCE OF VACANCY. Any real property condition that independently, or in the context of the totality of circumstances relevant to that real property, would lead a reasonable person to believe that a property is vacant or occupied by a person without a legal right of occupancy. Such real property conditions include but are not limited to: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers or mail; past due utility notices or disconnected utilities; accumulation of trash, junk or debris; the absence of window coverings such as curtains, blinds or shutters; the absence of furnishings or personal items consistent with residential habitation; and/or statements by neighbors, passersby, delivery agents, or government employees that the property is vacant.

NONRESIDENTIAL BUILDINGS. Nonresidential buildings, specifically buildings with commercial and industrial uses. This can include dual purpose buildings with both commercial and residential uses. The interior commercial area of the building, shared spaces, and all exterior surfaces and structures of the building are subject to building requirements of the vacant building ordinance.

OWNER. Any person, partnership, association, corporation, fiduciary, or other legal entity having a legal or equitable title or any interest in real property, including a lease or an interest that may arise to a fee interest.

OWNER OF RECORD. The person or legal entity holding recorded title to the real property in question at any point in time when official records are produced by the Madera County Recorder's office.

VACANT BUILDING. An unoccupied or an illegally occupied structure.

§ 9-12.03 OWNER RESPONSIBILITIES.

Vacant Buildings. The owner of any building shall commence rehabilitation for occupancy within 30 business days of becoming a vacant building, unless the owner establishes by substantial evidence to the reasonable satisfaction of the city's Code Enforcement Supervisor or designee any of the following applies:

(A) The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation; or

(B) The building meets all codes, is ready for occupancy, and, through the verifiable use of signage, current real estate listings, or other acceptable means, is actively being offered for sale, lease, or rent; or

(C) The building does not contribute to and is not likely to contribute to blight because the owner is actively maintaining and monitoring the building so that it does not contribute to blight. All vacant buildings under this subsection must meet the following maintenance and monitoring requirements:

(1) Maintenance of landscaping and plant materials in good condition;

(2) Maintenance of the exterior of the building including, but not limited to, paint, finishes, windows, doors, and signage in good condition and in compliance with this code;

(3) All signage shall be maintained in compliance with Chapter 10-6 of this code;

(4) Regular removal of all exterior trash, debris, and graffiti;

(5) Maintenance of the building in continuing compliance with all applicable codes and regulations;

(6) Prevention of criminal activity on the premises including, but not limited to, use and sale of controlled substances, prostitution, unlawful loitering, and criminal street gang activity;

(7) Securing the property in a manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, closing and locking of windows, doors (walk-through, sliding and garage) gates and any other opening that may allow access to the interior of the property and or structure(s). In the case of broken windows, securing includes the replacement of the broken windows; and

(8) Maintain property frontage in public right-of-way including sidewalks, street trees and park strip area. Maintain alleyway adjacent to property, if applicable, to prevent overgrowth of weeds and illegal dumping

(D) In addition to the requirements set forth above, vacant nonresidential buildings must also comply with the following:

(1) The owner shall keep property clear of combustible materials, flammable or combustible waste or rubbish, waste, or hazardous materials.

(2) Maintain in a manner in which all emergency access areas, egress points, stairways, roof-access ladders and exit signage are in functioning condition and free from deterioration.

(3) Maintain adequate exterior lighting so that all exposed sides of the nonresidential building are well lit, and easily visible from accessways.

(4) Post a sign no smaller than 18 by 24 inches on the front of the exterior building or structure so it is legible from the public-right-of-way, with the following information: (i) name and twenty-four hour contact telephone number and address of the owner, responsible party, or property management company; and (ii) the statement that “THIS PROPERTY IS MANAGED BY” with the appropriate name inserted and “TO REPORT PROBLEMS OR CONCERNS CALL” with the twenty-four hour telephone number listed. The sign shall be constructed and printed with weather resistant materials.

(5) Post a minimum of one “No Trespassing” sign along property frontage and visible to the public. The sign must be no smaller than 17 by 22 inches in size, with lettering no smaller than 1 inch in height.

(E) In additional to the requirements of this section, the owner must also register a vacant building as required by section 9-12.05, unless the property is actively in escrow for no more than a cumulative six-month period of time.

§ 9-12.04 BOARDING.

No vacant commercial building shall be secured via boarding unless it is required for construction/renovation. Whether the building is vacant or not, beginning on the first day it is necessary for construction/renovation, boarding shall only be allowed for a period of 15 days. Owners can be exempt from the 15-day period if they have an active building permit and can demonstrate they are diligently working towards project completion.

Vacant residential buildings must be secured using exterior grade plywood which is at least one-half inch or thicker, fastened to the building in such a manner as to prevent unauthorized removal of the boarding material, and which will prohibit entry by unauthorized persons. All wood used to secure vacant buildings must be painted to match the paint on the structure. If the structure is multicolored, the paint should match the predominant color on the wall on which it is located.

Industrial buildings are permitted to be secured via boarding.

§ 9-12.05 REGISTRATION REQUIREMENT FOR VACANT PROPERTIES.

(A) Within thirty business days of identification of any vacant property, or owner's actual knowledge of any vacant property, the owner, or owner of record, must register the property with the City's Code Enforcement Division.

(B) The registration pursuant to subsection (A) shall contain the identity of the owner, or owner of record, and in the case of a corporate or out of area owner or owner of record, the local property management company, if any, responsible for the security, maintenance, and marketing of the property in question, and any lessee and the term of the lease.

(C) The registration pursuant to subsection (A) shall be renewed annually. An annual registration fee, as set by resolution of the City Council, shall accompany the submission of each registration form. The fee and registration shall be valid for one year from the date of registration.

(D) Commercial and industrial property owners shall make the property available for quarterly inspections by the Code Enforcement Supervisor or his/her designee. An annual fee, as set by resolution of the City Council, shall be required for inspection. The inspection will include the Code Enforcement Supervisor or his/her designee, as well as a building inspector, fire department official or police department official as needed. The purpose of the inspection is to ensure the property is in compliance with all applicable laws for buildings within the City.

(E) Properties subject to this vacant building ordinance shall remain subject to the annual registration requirement, security, and maintenance standards of this vacant building ordinance as long as they remain vacant.

(F) Any person, partnership, association, corporation, fiduciary or other legal entity that has registered a property under this chapter must notify the City's Code Enforcement Division in

writing of any change of information contained in the registration within ten days of the change.

(G) The duties/obligations specified in this section shall be joint and several among and between all owners or owners of record, including any lessee, and their respective agents, successors, and assigns.

§ 9-12.06 MONITORING PROGRAM - DEPARTMENTAL RESPONSIBILITIES AND FEES.

(A) Authority. The Code Enforcement Supervisor or designee shall be responsible for administering a program for identifying and monitoring the maintenance of all vacant buildings in the city.

§ 9-12.07 VIOLATIONS; PENALTY.

Failure to comply with the vacant building ordinance, including failure to register a vacant building, is an infraction. In addition to any other legal remedy, a fine in the amount as set forth in section 1-9.06(A) of this Municipal Code. Any person receiving a fine may appeal consistent with the provisions of section 1-9.09 et seq. of this Municipal Code.

SECTION 5: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6: This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

* * * * * * *

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: A-2

SUBJECT:

Public Hearing Regarding the Program Year 2025/26 Community Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and Financial Summary

RECOMMENDATION:

Conduct a public hearing, invite public input, and adopt a Resolution approving the City's Program Year 2025/26 CAPER and financial summary

SUMMARY:

The CAPER details the progress made using CDBG funds during Program Year (PY) 2025/26 (July 1, 2025, to June 30, 2026) towards achieving the goals identified in the City's Program Year 2025/26 Annual Action Plan (AAP). The CAPER covers both uses of the annual CDBG allocation as well as CDBG-Coronavirus (CDBG-CV) funds. Generally speaking, CDBG subrecipients of the City's CDBG allocation met their goals stated in the AAP. Should Council approve the CAPER, the City will meet Housing and Urban Development Department (HUD) requirements regarding preparation and adoption of the CAPER, including public noticing and the opportunity to receive public comment.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation. HUD requires CDBG entitlement communities to annually review and publicly report on the progress made in carrying out the AAP. This public report is the CAPER.

In addition to requiring its preparation, HUD regulations require an opportunity for the public to comment on the CAPER. For the PY 2025/26 CAPER, the 15-day required public comment period began September 9, 2026. A public hearing notice was published in the Madera Tribune on

September 12, 2026. The public comment notice was also shared with the Madera County Library and Housing Authority of the City of Madera. Notices contained details about the date, time, and location for the public hearing and directions on submission of citizen comments. The public comment period ends on September 23, 2026. No comments were received as of the writing of this staff report. However, any comments received after the production of this staff report will be included in final CAPER.

The CAPER reflects the City's continued progress in both expending its CDBG funds in a timely manner and meeting the program's primary objectives. The City received $989,791 for its PY 2025/26 CDBG allocation. The total disbursement amount for PY 2025/26 was $1,139,688.48. The difference between the Program Year's allocation and expenditures is caused by expenditures in projects from previous Program Years that were completed or made significant progress. Please refer to HUD report PR26 (Attachment B) for a detailed breakdown of expended funds.

The following provides a summary of activities and accomplishments of programs and projects during the PY 2025/26.

Table 1: *Summary of CDBG Sub-Recipient Accomplishments*

Sub-Recipient	Goal	Outcome	PY 2025/26 Accomplishments
Madera Coalition for Community Justice (MCCJ) – *Madera Microenterprise education*	15 Clients served	14 clients served	MCCJ successfully served 14 students in their year-long program focusing on environmental justice issues.
O.L.I.V.E. Charitable Organization – *The Bennet House*	24 Clients Served	27 Clients Served	O.L.I.V.E. exceeded their goal to provide services to victims of human sex trafficking. Case-managed care including counseling, education/job assistance, drug rehabilitation, and financial literacy and training were provided.
City of Madera Parks Department -*Seniors Nutrition & Recreation Program*	1,200 Clients Served	1,300 Clients Served	The City Parks Department served approximately 1,300 unduplicated seniors with nutritious meals at the Pan-Am Community Center and the Frank Bergon Senior Center. Additional recreation activities were also implemented such as health and wellness classes, nutrition education, games, and arts and crafts.

Project Run Madera – *Project Run Madera*	500 Clients Served	470 Clients Served	Project Run served 470 Madera track and field athletes with running shoes, shirts, sports bras and socks.
CAPMC – *Housing Stabilization*	10 Clients Assisted	5 Clients Assisted	CAPMC Housing assisted 5 individuals to prevent homelessness by providing direct housing assistance, case management, and supportive services.
CAPMC – *Continuum of Care*	N/A[1]	N/A[1]	The CAPMC CoC program addressed community challenges created by homelessness, coordinated case management, intake, and referrals with the local and regional collaboration of homeless service providers, input and accessed data to the Homeless Management Information System and represented Madera in the Fresno/Madera Continuum of Care.
Madera County Workforce Investment Corporation- *In-Home Child Care Pilot Program*	2 Clients Assisted	4 Clients Assisted	Madera County Workforce provided entrepreneurial training services and stipend to 4 clients. This training resulted in preparing these individuals to obtain an In-Home Child Care license.
City of Madera- Public Works Department- *Sidewalk and ADA Corner Ramp*	7,645 Clients Assisted	5,746 Clients Assisted	Approximately 1,500 square linear feet of sidewalk completed. These repairs were completed in low-moderate income residential areas within City limits. This project will be completed during PY 2026/27.
City of Madera – Engineering Department *Parking Lot Rehabilitation*	6,600 Clients Assisted	6,600 Clients Assisted	This project was completed during PY 2025/26. The goal of the project involves improving parking lots of City owned community buildings.
City of Madera – Engineering Department *Clinton Street Sewer and Water Improvements*	3,034 Clients Assisted	3,034 Clients Assisted	This project was completed during PY 2025/26. The goal of the project is to repair, rehabilitate, and replace deteriorating sewer main and water lines along Clinton Avenue. Upon completion, an approximate 3,034 local residents will benefit from this improvement.
[1] Administration grant, therefore, no direct clients are served			

In September 2020 and June 2021, the City received CDBG funds to respond, prepare, and prevent Coronavirus (CDBG -CV). The combined total of both allocations was $938,981. Of this total, $50,000 was allocated to the City for the administration of these funds. At the end of PY 2024/2025, 71 percent of the total CDBG-CV award has been expended. HUD requires all CDBG-CV funds to be expended by September 2026. During the 2023/2024 Program Year, staff received CDBG-CV technical assistance to explore other eligible uses of CDBG-CV funds and received guidance about the process required to repurpose CDBG-CV funds. During the Council meeting on March 4, 2026, unspent CDBG-CV funds were reallocated to the City's Parks Department for the construction of two basketball courts at Rotary Park. This project is underway and will be expended during PY 2026/27. Please refer to HUD report PR26 (Attachment C) for a detailed breakdown of expended funds.

FINANCIAL IMPACT:

Approval of the CAPER will not have a direct financial impact on the General Fund, but will satisfy HUD requirements to maintain the City's eligibility for future CDBG funding.

ALTERNATIVES:

As an alternative, the Council may:

- Request additional information from staff prior to taking action.
- Request that staff modify and/or amend the draft CAPER prior to action.
- Direct staff to not submit the CAPER to HUD.

ATTACHMENTS:

1. Resolution
2. Attachment A: PY 2025/26 CAPER - Draft
3. Attachment B: HUD Report PR-26 CDBG Expenditure Report - Draft
4. Attachment C: HUD Report PR-26 CDBG-CV Expenditure Report - Draft

RESOLUTION NO. 26-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE PROGRAM YEAR (PY) 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY

WHEREAS, the Consolidated Annual Performance and Evaluation Report (CAPER) reflects City of Madera's performance of its PY 2025/2026 CDBG Annual Action Plan; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan; and

WHEREAS, HUD requires submission of the CAPER within 90 days after the program year end on June 30, 2026; and

WHEREAS, as required by HUD regulations, citizen participation was encouraged by publishing notice of the public comment period and hearing, inviting the public to provide input; and

WHEREAS, published notices contained details about the date, time and location for the public hearing and advised that citizens' comments may be submitted in person or in writing until September 23, 2026; and

WHEREAS, at its regular City Council Meeting of September 16, 2026, the City Council held a public hearing to consider the CAPER; and

WHEREAS, staff recommends approval of the CAPER to ensure compliance with HUD requirements and to ensure that City's continued receipt and use of CDBG funding is not jeopardized.

NOW THEREFORE, the City Council of the City of Madera hereby finds, orders and resolves as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council approves the PY 2025/2026 HUD City of Madera Consolidated Annual Performance and Evaluation Report and Financial Summary Report, a copy of which is attached as Attachment A to this resolution and incorporated by reference.
3. This resolution is effective immediately upon adoption.

******

City of Madera

2025/2026

Consolidated Annual

Performance and

Evaluation Report

Marcela Zuniga

Grants Administrator

mzuniga@madera.gov

205 W. Fourth Street

Madera, CA 93637

www.madera.gov

EQUAL HOUSING OPPORTUNITY

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Program Year 2025/26 Year is the first year of the City of Madera's current Consolidated Plan for planning years 2025-2029 and accounts for projects and activities funded with Community Development Block Grant (CDBG) funds. The Program Year (PY) 2025/26 Consolidated Annual Performance and Evaluation Report (CAPER) provides a summary of accomplishments for activities between July 1, 2025, through June 30, 2026.

The major of outcomes for the funded activities fully met or met at least half of the expected outcomes. The one accomplishment category that was not met because there was not a funded a funded activity for the 2025/26 PY was affordable housing.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment A

Goal	Category	Source/ Amount	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Administration	Admin	CDBG: $ HOME: $	Other	Other	0	0	0	0	0	0
Enhance the economic well-being of all citizens through education and training, employment opportunities, and business development	Non-Housing Community Develop-ment	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15	18	120.00%	25	18	72.00%
Enhance the quality and use of the physical infrastructure of Madera	Non-Housing Community Develop-ment	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	30000	5745	19.15%	10000	5745	57.45%
Improve the quality and access to programs and facilities for health and safety, transportation, and recreation	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	1770	17.70%	1700	1770	104.12%

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

Low- to moderate-income citizens will have access to safe, decent, and affordable housing	Affordable Housing	CDBG: $ / HOME: $	Homeowner Housing Added	Household Housing Unit	5	0	0.00%	2	0	0.00%
Low- to moderate-income citizens will have access to safe, decent, and affordable housing	Affordable Housing	CDBG: $ / HOME: $	Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%	2	0	0.00%
Low- to moderate-income citizens will have access to safe, decent, and affordable housing	Affordable Housing	CDBG: $ / HOME: $	Direct Financial Assistance to Homebuyers	Households Assisted	5	0	0.00%	2	0	0
Prevent and reduce homelessness	Homeless	CDBG: $	Homelessness Prevention	Persons Assisted	1400	32	2.29%	34	32	94.12%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Each of the goals listed in the above charts are indicative of the programs the City assisted to address the specific objectives identified in the PY 2025/26 AAP. In terms of the City's use of funds towards the highest need area (housing and homelessness), the City continued diligent efforts in filling these local gaps and meeting the annual goals. A portion of the City's CDBG Administration allocation funded the Community Action Partnership of Madera County (CAPMC) local and regional homeless services coordination and participation in the Fresno Madera Continuum of Care (FMCoC). This project serves to plan the annual Point In Time homeless count. Additioanlly, the two funded activities in the homeless

OMB Control No: 2506-0117 (exp. 09/30/2021)

DRAFT

category nearly met the annual goal.

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	1,536	0
Black or African American	162	0
Asian	76	0
American Indian or American Native	46	0
Native Hawaiian or Other Pacific Islander	0	0
Total	**1,820**	**0**
Hispanic	1,125	0
Not Hispanic	695	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	$1,003,791	
HOME	public - federal	$353,557	

Table 3 - Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Madera City Limits	100	100	

Table 4 – Identify the geographic distribution and location of investments

Narrative

All funds were expended within CDBG eligible census tracts. Staff verifies eligibility using the map

OMB Control No: 2506-0117 (exp. 09/30/2021)

DRAFT

application of the low-and moderate- income summary data (LMISD). In addition to the PY 2025/26 CDBG allocation, previous years' allocations are were expended as progress on open projects continued.

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The majority of the subrecipients have secondary resources to maximize their CDBG funding award. Resources made available to carry out CDBG-funded subrecipient activities include sources from the Fresno/Madera Area Agency on Aging, Local Workforce Innovation and Opportunity Act, CalWORKs, Department of Rehabilitation, Local Transportation Funds and Development Impact Fees. In addition, some subrecipients receive donations and utilize in-kind volunteers.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	**Date of Contribution**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated labor**	**Bond Financing**	**Total Match**
Non-Applicable	0	0	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period $	**Amount received during reporting period $**	**Total amount expended during reporting period $**	**Amount expended for TBRA $**	**Balance on hand at end of reporting period $**
0	0	0	0	0

Table 7 – Program Income

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	4	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**4**	**0**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	2	0
Number of households supported through Rehab of Existing Units	2	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**4**	**0**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City is in the planning stages for an infill multi-use housing development in the downtown Madera area. As a result, outcomes were not met during the 2025/26 PY.

Discuss how these outcomes will impact future annual action plans.

The City recognizes the ongoing need to increase the affordable housing stock. The increase in home appraisals results in higher down payment costs, creating a burden for residents trying to purchase a home. However, if neccessary, the City will submit a waiver rquesting an exception to the HUD income limits and housing appraisal limits. The City is working with the local Housing Authority to meet the

OMB Control No: 2506-0117 (exp. 09/30/2021)

DRAFT

demands of the proposed infill multi-use rental housing development. All exisitng and future HOME funds will be used toward this project.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	**0**	**0**

Table 13 – Number of Households Served

Narrative Information

The City is aware of the need for increased affordable housing stock in the community. The need to assist families obtain or maintain affordable housing is critical for a community to thrive. The Consolidated Plan for the Planning Years 2025-2029 is focused on increasing affordable housing stock. In addition to CDBG and HOME funds, the City intends on utilizing Permanent Local Housing Allocation (PLHA) program funds and other federal, state, and local funds as they become available to invest in affordable housing for the community.

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City collaborates with the Madera Homeless Coalition. This coalition consists of representatives from the Department of Social Services, local faith-based organizations, Madera Food Bank, Madera Rescue Mission, the Madera County Sherriff's Department, and the Madera Police Department. The Madera County Public Health Department leads the Coalition and represents the region on the Fresno Madera Continuum of Care (FMCoC). The FMCoC coordinates an active multi-disciplinary team. Efforts to meet specific objectives for reducing and ending homelessness are evaluated. The outcome of this evaluation determines the direction taken to reach out to support the homeless.

During the PY 2025/26, one subrecipients met and exceeded their goal toward preventing and reducing homelessness. The OLIVE Safe House projects assisted 27 victims of human sex trafficking. Case managed care including counseling, education/job assistance, drug rehabilitation, and financial literacy and training were provided. The second subrecipient was the Housing Stabilization project. A total of 5 individuals received either direct housing assistance, case management, or supportive services that prevented homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City collaborates with Community Action Partnership of Madera County (CAPMC), an active member of the Fresno Madera Continuum of Care (FMCoC). The FMCoC is the organization responsible for the Fresno & Madera Regional 10-Year Plan to end Homelessness. The FMCoC meets HUD's requirements to provide a comprehensive coordinated homeless housing and services delivery system. The FMCoC assisted homeless persons in making the critical transition from homelessness to independent or supportive permanent housing, accessing education, health and mental health services, employment training, and life skills development. CAPMC also operates a Housing Stabilization program which helps individuals receive temporary emergency housing assistance.

Additionally, the City works in close partnership with the Madera Rescue Mission which provides vital services to individuals and families that find themselves without a home. The Mission provides meals, lodging, 9-12 months of in-patient Recovery Program, and additional services designed to prepare individuals to re-enter the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

OMB Control No: 2506-0117 (exp. 09/30/2021)

DRAFT

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Resources were provided by the Madera County Department of Social Services through CalFresh, CalWorks, Medi-Cal, General Relief and other programs. In addition, Madera residents have access to facilities in adjacent larger cities and counties that have community care facilities and supportive housing beds for people with health-related needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The partnerships developed between the FMCoC members and other agencies allow service providers to coordinate efforts to assist those experiencing homelessness make the transition to permanent housing and remain permanently housed as quickly as possible.

Operated by the Madera Rescue Mission, MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing homelessness and connects them with housing. In addition, MAP connects those homeless facing challenges with behavioral health, substance abuse, physical health and/or mental health to the appropriate social services.

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority of the City of Madera (HACM) receives Federal and State funding for the HACM's Section 8, Public Housing, Farm Worker Housing, and Pomona Ranch Migrant Housing Center. The HACM receives annual allocations of Federal and State housing funds. The annual allocations for both are insufficient to address the extent of households paying more than half of their income for rent or living in substandard housing and for providing additional public housing. A portion of the HACM's budget is allocated to maintenance thereby addressing health and safety needs of their public housing units.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

All Public Housing families are invited to participate in becoming a Resident Advisory Board (RAB) member. The members take on an important role in the policy, procedures, and program implementations. RAB members make recommendations regarding the development of the Agency Plan or any significant amendments or modifications to the Agency Annual or Five-Year Plans. All Public Housing participants are invited and encouraged to participate in the Family Self Sufficiency (FSS) program. This program encourages families to become homeowners.

Families in the FSS and Resident Opportunities and Self-Sufficiency programs are provided information on training and employment opportunities and other community resources. At the time that a family moves into a Public Housing unit, a survey is given to them to see what kinds of supportive services would benefit them.

Actions taken to provide assistance to troubled PHAs

Not Applicable. HACM is not designated as a "troubled" agency.

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Madera meets the California Department of Housing and Community Development objectives and strategies as follows:

Access to Opportunity/ Outreach and Engagement: engaged in campaign or other approach to combat NIMBYism. The Housing Element and Zoning Ordinance support a variety of housing supply.

Ensure language access (e.g., translations and multi-lingual staff) in dominant languages in materials and at meetings): bilingual (English and Spanish) public meeting and hearing announcements are published and posted. Availability of translation is verbally announced during the public hearings. Bilingual staff is available during each public meeting.

Support strategies to facilitate leadership development (improving capacity to engage in local decision-making): the Citizens' Police Academy facilitates leadership development. Non-profits are awarded funds for youth and parent engagement activities. The Citizens' Leadership Academy also facilitates citizens learning and understanding of local government operations through a cohort of Department heads.

Recruit residents from neighborhoods to serve or participate in boards, committees and other local government bodies: the City Council is elected by district and the Mayor is elected at-large. The City Council approves the appointment of members from each district as recommended by the Mayor to boards, committees, and other local government bodies.

Meetings: meetings are held in the evenings in locations accessible to persons with disabilities and interpretation/translation services provided.

Actively seek a variety of funding opportunities: staff actively seeks funding sources to rehabilitate homes, develop parks, expand transit, and provide pedestrian and bicycle transportation.

Seek funding to prioritize basic infrastructure improvements while mitigating displacement and increased costs to vulnerable populations (e.g., seniors, persons with disabilities and farmworkers): staff actively seeks funds to improve infrastructure in disadvantaged areas of the City. No displacement or increased costs are associated with these improvements.

Target acquisition and rehabilitation of vacant and blighted properties: staff actively seeks funds for infill development.

OMB Control No: 2506-0117 (exp. 09/30/2021)

DRAFT

Affirmatively market or take other actions to promote use of housing choice vouchers in high opportunity areas: the HACM promotes the use of housing choice vouchers citywide.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In PY 2025/26, the Public Service funded activities met the needs of underserved populations. These activities include providing housing and wrap around supportive services to victims of human trafficking. CDBG funding was also used to provide local student athletes with running equipment, meals for seniors, job training, and direct subsidy assistance to prevent homelessness. The Capital Improvement sidewalk project supports underserved areas of the community by repairing sidewalks to improve pedestrian accessibility and overall community livability.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City and subrecipients provide lead-based paint testing as required by funding sources for residential rehabilitation and acquisition.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City provided assistance to at-risk youth and their families. Mentorship, social activities, leadership strategies and multiple resources were provided to these individuals and families to help them achieve more stable and healthy lives.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's CDBG-funded programs are administered by the City's Finance Department - Grants Division. This Division works collaboratively with other City Departments such as Planning, Community Development, Engineering, Finance, Building, Public Works, and Parks. With the planning of the 2025-2029 Consolidated Plan, City staff was able to meet many new stakeholders. The City understands the importance of networking within the community and remains committed to resume such practice during PY 2026/27.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City will continue to meet with HACM staff during PY 2026/27 to address the local needs of public housing residents and bridge the social service gap. The HACM was very involved in stakeholder meetings during the preparation of the Consolidated Plan, their feedback was documented and helped identify local needs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

OMB Control No: 2506-0117 (exp. 09/30/2021)

DRAFT

Attachment A

The City has continued to comply with antidiscrimination requirements, including all applicable Federal regulations as demonstrated in the City's application for Community Development Block Grant, HOME, and other Federal funds, implement policies and programs identified in its Housing Element and implement Zoning Ordinance amendments necessary to further fair housing and implement the recommended actions in the City of Madera's ADA Self-Evaluation and Transition Plan to modify its policies, practices, and procedures to avoid discrimination against people with disabilities.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Madera staff is available to offer assistance and answer questions from subrecipients. At minimum, City staff contacts each subrecipient on a quarterly basis upon the submission of quarterly reports, invoices, and any related matters. Staff works with departments issuing CDBG-funded Request For Proposals (RFPs) to ensure federal compliance with additional rules and regulations.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Pursuant to HUD public noticing requirements, the CAPER was made available for a 15-day public review and comment period. This public comment period began on September 9, 2026. The notice of the public comment period was published in the Madera Tribune. The draft CAPER was made available on the City's website at www.madera.gov. Copies were also available at Madera City Hall in the Grants Division’s office. The notice was also provided to the HACM and the Madera County Library. The public was invited to submit comments directly to City staff during the comment period.

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Community outreach efforts with citizens were meaningful and informed when developing the Action Plan. Community input was prioritized in the development of the AAP. There were no changes in program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not Applicable.

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

This is non-applicable for PY 2025/26, as the City is still in the planning phase.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

This is non-applicable for PY 2025/26, as the City is still in the planning phase.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

This is non-applicable for PY 2025/26, as the City is still in the planning phase.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

This is non-applicable for PY 2025/26, as the City is still in the planning phase.

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

None of the funded activities for PY 2025/26 were required to report Section 3 data.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	MADERA
Organizational DUNS Number	078772142
UEI	
EIN/TIN Number	946000365
Indentify the Field Office	SAN FRANCISCO
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

DRAFT

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2025
Program Year End Date	06/30/2026

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is subrecipient a vistim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

DRAFT-

Attachment B

Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2025
MADERA , CA

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,218,517.56
02 ENTITLEMENT GRANT	989,791.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	118,802.97
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	(106,807.97)
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,220,303.56
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,139,688.48
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,139,688.48
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	135,253.96
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,274,942.44
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	945,361.12
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,139,688.48
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,139,688.48
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2024 PY: 2025 PY: 2026
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	1,139,688.48
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	1,139,688.40
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	70,845.99
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	28,119.28
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	3,224.12
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	95,741.15
32 ENTITLEMENT GRANT	989,791.00
33 PRIOR YEAR PROGRAM INCOME	7,000.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	996,791.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	9.60%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	135,253.96
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	7,731.25
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	127,522.71
42	ENTITLEMENT GRANT	989,791.00
43	CURRENT YEAR PROGRAM INCOME	118,802.97
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	(106,807.97)
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,001,786.00
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	12.73%

DRAFT

Attachment C

Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
MADERA , CA

PART I: SUMMARY OF CDBG-CV RESOURCES	
01 CDBG-CV GRANT	938,981.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	938,981.00
PART II: SUMMARY OF CDBG-CV EXPENDITURES	
05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	616,698.68
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	50,000.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	666,698.68
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	272,282.32
PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT	
10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	616,698.68
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	616,698.68
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	616,698.68
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%
PART IV: PUBLIC SERVICE (PS) CALCULATIONS	
16 DISBURSED IN IDIS FOR PUBLIC SERVICES	423,698.68
17 CDBG-CV GRANT	938,981.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	45.12%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	50,000.00
20 CDBG-CV GRANT	938,981.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	5.32%

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: A-3

SUBJECT:

Ordinance Text Amendment (OTA 2026-03) for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

RECOMMENDATION:

Staff recommend the City Council act as follows:

1. Move to continue the public hearing to the regular meeting of the City Council scheduled to be held on October 21, 2026.

SUMMARY:

The Housing Element is one of eight mandatory elements of a General Plan and is required by California State Law to be updated every eight years. On February 4, 2026, the City Council adopted Resolution No. 26-02 approving General Plan Amendment (GPA) No. 2026-01 for the 2024-2032 6th Cycle Housing Element update.

The Housing Element serves as the State-mandated housing plan for a local jurisdiction and must identify adequate sites, policies, and programs to facilitate housing production across all income levels. The City Housing Element includes goals, policies and programs which aim to encourage the development of a variety of housing opportunities and provide adequate sites to meet the Regional Housing Needs Allocation (RHNA) during the planning period (2024-2032).

For this purpose, the Housing Element identified a comprehensive inventory of vacant and non-vacant opportunity sites intended to accommodate the City's RHNA. On June 17, 2026, the Council adopted Ordinance No. 1022 C.S. rezoning those parcels identified in Appendix A: Sites

Inventory Map and Appendix B: RHNA Sites Inventory to the City Housing Element to provide adequate sites to meet its housing needs.

While the City has adopted the 2024-2032 Housing Element and has rezoned adequate sites to meet its housing need, it has not yet completed the housing element process for the 6th cycle. To address affirmatively furthering fair housing (AFFH) goals and improve access for a diverse array of housing opportunities for all residents of Madera, including members of protected classes, Housing Element Program A-1 provides the City will seek to expand affordable and multifamily housing opportunities in areas of high resource, including amending the Zoning Regulations of the City Municipal Code to allow by-right approval for projects that include at least 20 percent of the units for lower-income housing on the rezoned RHNA sites to comply with Government Code Section 65583.2(h).

Ordinance Text Amendment (OTA 2026-03) proposes an amendment to Chapter 3 of Title X: Planning and Zoning of the City Municipal Code (CMC) adding a Housing Element Implementation (HEI) Overlay Zone to the Zoning Regulations in accordance with Program A-1 of the City's adopted 6th Cycle Housing Element. The HEI Overlay Zone would permit residential use by-right for developments in which at least 20 percent of the units are affordable to lower income households during the planning period, and which meet the criteria of California Government Code Section 65583.2.

While notice of the public hearing scheduled for September 16, 2026, was published in the Madera Tribune on August 22, 2026, as required by law, the proposed HEI Overlay Zone would be limited in application to the rezoned RHNA sites. Therefore, staff are requesting this item be continued to the regular meeting of the City Council scheduled for October 21, 2026, to allow time for notices to also be mailed to the respective owners of properties that will be affected.

RETURN TO AGENDA

Item:	B-1
Minutes for:	09/02/2026
Adopted:	09/16/2026

Minutes of a Regular Meeting of the Madera City Council

Wednesday, September 2, 2026 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City's website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: Mayor Cece Gallegos
Mayor Pro Tem Rohi Zacharia, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Director of Financial Services Michael Lima, Division Fire Chief Larry Pendarvis, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Planning Manager David Brletic, Public Works Director Harpiar Gandhi, Administrative Analyst I (Engineering) Nicole Say and Deputy City Engineer Eric Frampton.

INVOCATION: Pastor Tim Echevarria

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Zacharia

APPROVAL OF AGENDA:

City Clerk Alicia Gonzales announced there were typographical errors in the staff reports for Items B-6 and D-2; their resolutions are correct. City Attorney Shannon Chaffin announced that updated maps for Item B-5 have also been provided to Council and those in attendance.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

PRESENTATIONS:

1. **Proclamation Recognizing Upstander's Day**

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. The Council is prohibited by law from taking

any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Mike Pistoresi, a member of the community advocated a salary increase for the Code Enforcement Department to address staffing shortages.

Hortencia Mata Klien, who lives near Alpha School, mentioned a current Code Enforcement staffing shortage and suggested that enforcing fines for vehicles parked on streets during designated street-sweeping days could generate the revenue needed to fund additional positions.

No further Public Comment was presented. Public Comment was closed.

A. PUBLIC HEARINGS: None

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER MEJIA, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B-1 Minutes – August 19, 2026, August 20, 2026

Recommendation: Approve the City Council Minutes of August 19, 2026 and August 20, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for August 8 to August 21, 2026 (Report by Michael Lima)

B-3 Adoption of Updated Conflict of Interest Code

Recommendation: Adopt a Resolution Adopting the Conflict of Interest Code and Rescinding Resolution No. 24-132 (Report by Alicia Gonzales)

RES 26-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MADERA AND RESCINDING RESOLUTION NO. 24-132

B-4 Budget Amendment for Information Technology (IT) services

Recommendation: Adopt a Resolution Approving a Budget Amendment in the amount of $50,000 for IT Services (Report by Gary Price)

RES 26-153 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROPRIATING $50,000 TO THE CITY OF MADERA'S FISCAL YEAR 2026-27 ADOPTED BUDGET FOR INFORMATION TECHNOLOGY SERVICES

B-5 Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03) Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District Zone of Benefit 27B

Recommendation: 1. Adopt Resolution:

a. Approving the Final Map for the Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03); and
b. Approving Agreement for the Vineyard Estates Phase III-B Subdivision (Agreement); and
c. Authorizing Staff to Record the Final Map and Agreement; and
d. Accepting the Dedication of Land for Public Use.

2. Adopt Resolution Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into City of Madera Landscape Maintenance District Zone of Benefit 27B, to Review the Improvements and Assessments for Fiscal year 2027/28, and Setting a Public Hearing (Report by Keith Helmuth)

RES 26-154 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE VINEYARD ESTATES PHASE III-B SUBDIVISION (TRACT NO. 21-S-03) AND IMPROVEMENT AGREEMENT (AGREEMENT) AND ACCEPTING DEDICATIONS FOR PUBLIC USE

RES 26-155 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 27B, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR FISCAL YEAR 2027-2028, AND SETTING A PUBLIC HEARING

B-6 Local Partnership Agreement with Social Vocational Services (SVS)

Recommendation: Adopt a Resolution Approving a Local Partnership Agreement with Social Vocational Services (Report by Joseph Hebert)

RES 26-156 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LOCAL PARTNERSHIP AGREEMENT WITH SOCIAL VOCATIONAL SERVICES

B-7 Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. for Professional Landscape Maintenance Services

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. (Report by Joseph Hebert)

RES 26-157 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 1 TO THE CONTRACTOR SERVICES AGREEMENT WITH ELITE MAINTENANCE & TREE SERVICE, INC.

B-8 2026 Old Timers Day Parade and Booths in the Park event entries

Recommendation: Approve a Minute Order Authorizing the City Manager to Execute Documents Necessary for any City Entries in the Old Timers Day Parade and Related Booths in the Park Event Scheduled September 26, 2026 (Report by Alicia Gonzales)

B-9 Porsche Club of America Special Activity Permit for Autocross Events at the Airport

Recommendation: Adopt a Resolution Approving a Special Activity Permit for the use of Designated Areas of the Madera Municipal Airport for Porsche Club of America Autocross Events for Fiscal Year 2026/27 (Report by Harpiar Gandhi)

RES 26-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT FOR THE USE OF DESIGN ATED AREAS OF THE MADERA MUNICIPAL AIRPORT FOR THE 2026-2027 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS

B-10 Budget Amendment for the Airport Apron A2 and Hangar Taxilane Rehabilitation Project

Recommendation: Adopt a Resolution Approving a Budget Amendment for the Apron A2 and Hangar Taxilane Rehabilitation Project, Appropriating $2,478,005. This amount is Comprised of $2,275,567 in Confirmed Federal Aviation Administration (FAA) and Caltrans Aeronautics Grant Funding and a $202,438 Local Airport Fund Contribution (Report by Harpiar Gandhi)

RES 26-159 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FY 2026/27 ADOPTED BUDGET, APPROPRIATING FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT INFRASTRUCTURE GRANT AND AIRPORT IMPROVEMENT PROGRAM FUNDS, AND ASSOCIATED CALTRANS AERONAUTICS GRANT FUNDS, FOR THE APRON A2 AND HANGAR TAXILANE REHABILITATION PROJECT

C. <u>WORKSHOP</u>: None

D. <u>PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS</u>:

D-1 Project Status Update and Reimbursement Agreement with Union Pacific Railroad Company for the Rail Corridor Improvement Study

Recommendation: Adopt a Resolution Approving a Reimbursement Agreement with the Union Pacific Railroad Company (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM ZACHARIA, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-160 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A REIMBURSEMENT AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR THE CITY OF MADERA RAIL CORRIDOR IMPROVEMENT STUDY PROJECT

D-2 Central Valley Salinity Coalition (CVSC) Agreement for Participation in the Prioritization and Optimization Study for the Alternative Salinity Permitting Approach

Recommendation: Adopt a Resolution Approving Entering the Agreement for Permittees Selecting Participation in the Prioritization and Optimization Study for Alternative Salinity Permitting Approach with the Central Valley Salinity Coalition (Report by Harpiar Gandhi)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-161 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ENTERING THE CENTRAL VALLEY SALINITY COALITION AGREEMENT FOR PERMITTEES SELECTING PARTICIPATION IN THE PRIORITIZATION AND OPTIMIZATION STUDY FOR ALTERNATIVE SALINITY PERMITTING APPROACH

E. ADMINISTRATIVE REPORTS:

E-1 Select Recipient for the Proclamation Recognizing Old Timers Day Annual Parade

Recommendation: Request for Councils selection of a recipient for the Proclamation Recognizing Old Timers Day Annual Parade (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-2 SELECTING DENNIS SMITH AS THE RECIPIENT OF THE PROCLAMATION WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda. Under this section, the Council may take action only on items specifically agendized and which meet other requirements for action.

Councilmember Evans had nothing to report.

Mayor Pro Tem Zacharia had nothing to report.

Councilmember Montes had nothing to report.

Councilmember Mejia had nothing to report.

Councilmember Rodriguez requested a future agenda item to discuss the City's partnership and collaboration with Madera Unified School District, including the possibility of allowing public access to school facilities, such as tennis courts, during the off-season.

Councilmember Villegas had nothing to report.

Mayor Gallegos welcomed the City's Fire Chiefs back to Madera following their assistance in other communities.

G. CLOSED SESSION:

G-1 Threat to Public Services or Facilities (Government Code §54957(a))

Consultation with: City Manager and City Attorney

City Attorney Shannon Chaffin made the closed session announcement at 6:34 p.m. Mr. Chaffin and Council returned from Closed Session at 6:46 p.m. Mr. Chaffin stated there was no reportable action.

FUTURE MEETING DATES:

- Wednesday, September 16, 2026
- Wednesday, October 7, 2026

ADJOURNMENT: Meeting was adjourned at 6:46 p.m.

_____ _____

ALICIA GONZALES, City Clerk CECELIA K. GALLEGOS, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for August 22 to September 4, 2026

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of August 22 to September 4, 2026, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*

Description	*Check #'s*	*Amount*
General Warrants	46279 – 46308	$244,730.04

Table 2: *Wire Transfer Summary*

Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$750,767.82
SDI	EDD	$3,363.72
CalPERS Payment	CalPERS	$165,571.32

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2026/2027 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2026/2027 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

September 16, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46279	08/31/2026	Water Capital Outlay	MOORE TWINING ASSOCIATES, INC	WELL 37 TESTING SERVICES	2,217.20
46280	08/31/2026	PD Operations	VASQUEZ, RYAN	REIMBURSEMENT - HOTEL FEES	964.70
46281	08/31/2026	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	7,750.00
46282	08/31/2026	Sports Programs	J & D MANUFACTURING	TINY TIKES SHIRTS	331.89
46282	08/31/2026	Sports Programs	J & D MANUFACTURING	FOOTBALL BANNERS	330.77
46283	08/31/2026	Animal Control	NVA FRESNO VETERINARY MANAGEMENT, LLC	VETERINARY SERVICES	270.71
46284	08/31/2026	Computer Replacement	DASHER TECHNOLOGIES INC.	PALO ALTO FIREWALL RENEWAL	18,348.84
46285	08/31/2026	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	552.00
46286	08/31/2026	SUPP LAW ENF	CV FORENSIC NURSING SPECIALISTS	EXAM - 26M-03058	1,500.00
46287	08/31/2026	PD Operations	JARED MACIEL	REIMBURSEMENT - HOTEL FEES	964.70
46288	08/31/2026	General Trust Fund	CALIFORNIA EPA	MPD ASSET FORFEITURE - 26M-02508 2426-26AF	204.83
46289	08/31/2026	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	700.00
46290	08/31/2026	Airport Capital Projects	BRANDLEY ENGINEERING INC	PROFESSIONAL ENGINEERING SVS	930.00
46291	08/31/2026	PD Operations	RODRIGUEZ REUBEN	REIMBURSEMENT - M1 TRAINING COURSE	395.00
46292	08/31/2026	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	298.82
46293	08/31/2026	PD Operations	VIDEGAIN, ALICIA	PER DIEM - FMCPCA 26 CHIEFS EXECUTIVE WORKSHOP	301.00
46294	08/31/2026	Fleet Maintenance	GERARDO YANEZ	REIMBURSEMENT - TOOL ALLOWANCE	300.00
46295	08/31/2026	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	149.65
46295	08/31/2026	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	637.35
46295	08/31/2026	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	17.50
46295	08/31/2026	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	109.60
46295	08/31/2026	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	1,358.17
46295	08/31/2026	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	556.80
46295	08/31/2026	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	1,014.70
46295	08/31/2026	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	1,283.18
46295	08/31/2026	Sewer Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	351.50
46295	08/31/2026	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	52.25
46295	08/31/2026	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	48.15
46295	08/31/2026	Water Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	977.99
46295	08/31/2026	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	221.55
46295	08/31/2026	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	1,343.71
46295	08/31/2026	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/26	179.05
46296	08/31/2026	Golf Course Capital	FRESNO ROOFING COMPANY, INC.	GOLF BANQUET ROOF REPAIR	5,200.00
46297	08/31/2026	UB - Garbage	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	143.20
46297	08/31/2026	UB - Sewer	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	201.20
46297	08/31/2026	UB - Water	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	402.39

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

September 16, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46298	08/31/2026	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SVS CITY ATTORNEY	62,196.20
46299	08/31/2026	STREETS	INTERNATIONAL COATINGS COMPANY, INC.	TRAFFIC PAINT	16,292.69
46300	08/31/2026	PD Operations	B & M SUPPLIERS LLC	NITRILE GLOVES	285.00
46301	08/31/2026	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	827.09
46301	08/31/2026	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	2,240.75
46301	08/31/2026	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	8,048.99
46301	08/31/2026	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	264.37
46301	08/31/2026	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	1,567.50
46301	08/31/2026	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	264.37
46301	08/31/2026	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	920.13
46301	08/31/2026	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	87.55
46301	08/31/2026	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	257.50
46301	08/31/2026	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	1,964.02
46301	08/31/2026	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	890.25
46301	08/31/2026	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	890.25
46301	08/31/2026	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	264.37
46301	08/31/2026	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	264.37
46301	08/31/2026	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	1,138.86
46301	08/31/2026	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	1,092.83
46301	08/31/2026	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 08/26	4,518.61
46302	08/31/2026	PD Operations	ARNOLD, JOSIAH	PER DIEM - FMCPCA 2026 CHIEFS EXECUTIVE WORKSHOP	301.00
46303	08/31/2026	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 09/26	930.46
46304	08/31/2026	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 09/26	979.75
46305	08/31/2026	Water Capital Outlay	CALIFORNIA DEPT OF FISH AND WILDLIFE	WATER MAIN REPLACEMENT CROSSING	1,929.75
46306	08/31/2026	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - FMCPCA 2026 CHIEFS EXECUTIVE WORKSHOP	301.00
46307	08/31/2026	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL 26 REHAB	10,945.93
46307	08/31/2026	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL 28 REHAB	74,135.55
46308	08/31/2026	MEAS K - PD	ROSEL, JOHN	PER DEIM - SHERMAN BLOCK SLI SESSION 8	322.50
		BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 244,730.04**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council)

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the August 19, 2026, City Council agenda.

DISCUSSION:

The Civil Service Commission met September 1, 2026, and approved eligibility lists for the following classifications.

- Computer Technician I
- Code Enforcement Supervisor
- Public Safety Dispatcher II

The following employees began employment with the City since our last report.

Table 1: *New Hires and Re-hires*

Name	Position	Department	Status*	Effective Date
Adrian Erigio	Facility Aid	Parks & Community Services	PT	8/24/26
Kristin Willet	Deputy City Engineer	Engineering	FT	8/24/26
Naydena Silva	Animal Control Officer	Police	FT	8/24/26

Table 1: *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Adolpho Resendez Serena	Park Aide	Parks & Community Services	PT	8/24/26
Claudia Carreno Trejo	Park Aide	Parks & Community Services	PT	9/8/26
Miguel Angeles	Accounting Technician II	Finance – Utility Billing	FT	9/8/26
Daniel Cruz	Program Leader I	Parks & Community Services	PT	9/8/26
Logan Gibson	Police Officer Trainee	Police	FT	9/8/26
Alan Mok	Senior Civil Engineer	Engineering	FT	9/8/26
Joana Morfin	Program Leader I	Parks & Community Services	PT	9/8/26

Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

The following employees separated from employment since our last report.

Table 2: *Separations*				
Name	Position	Department	Status*	Effective Date
Derek Frias	Park Aide	Parks & Community Services	PT	7/9/26
Tristan Okpalaugo	Police Officer II	Police	FT	7/24/26
Robert Stever	Facility Aid	Parks & Community Services	PT	8/21/26
Elliot Racusin	Administrative Analyst I	Engineering	FT	8/21/26
Alberto Vega	Public Works Maintenance Lead Worker	Public Works – Sewer	FT	8/28/26
Calvin Barron	Public Works Maintenance Worker II	Public Works – Sewer	FT	8/28/26
Brissia Galindo Garcia	Records Clerk	Police	FT	8/31/26
Mario Urango	Equipment Operator	Public Works – Safe & Clean Team	FT	8/31/26
Cody Gaither	Parks Worker I	Parks & Community Services	FT	9/4/26

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

FINANCIAL IMPACT:

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: B-4

SUBJECT:

Amendment to Resolution 26-135 for Fleet Division-related purchases

RECOMMENDATION:

Adopt a Resolution approving amendment to Resolution 26-135 using Sourcewell piggyback agreement with National Auto Fleet Group adding sales tax for the purchase of two replacement pickups

SUMMARY:

Appropriations for numerous pieces of equipment were included in the Fiscal Year (FY) 2026/27 Adopted Budget for the Fleet Replacement Fund (Org Unit 3065-0000), which Council approved on June 24, 2026. Included in those appropriations were funding for a replacement pickup for Code Enforcement and a replacement pickup for Fleet. Council originally approved purchase of these vehicles at its August 5, 2026 meeting. Sales tax was not included in the quote originally provided to Council. Staff is requesting approval of an additional $5,581.68 to cover sales tax on the purchase. The revised total is $73,256.02.

DISCUSSION:

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the city to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by

the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division purchases various commodities throughout the year for its daily operations, including vehicles, equipment, miscellaneous goods, and services. Because of the variety and quantity of procurements made by Fleet, the division is a natural fit to utilize the piggyback procurement process.

Council approved purchase of a Ford Maverick to replace a 2009 Ford F150 and a 2006 Chevrolet ½ ton pickup (respectively) with smaller and more economical Ford Maverick pickups at its August 5th, 2026 meeting utilizing the Sourcewell piggyback purchase agreement. The original quote from the vendor, which was presented to Council at that meeting, did not include sales tax. Staff is requesting Council approve an amendment to Resolution 26-135, adding an additional $5,581.68 in sales tax for a total of $73,256.02.

FINANCIAL IMPACT:

The purchases for the Ford Maverick vehicles are being made from the Fleet Acquisition Fund (Org 3065-0000). Adequate appropriations were included in the Fiscal Year 2026/27 Adopted Budget for the additional $5,581.68 in sales tax

ALTERNATIVES:

As an alternative, Council may direct staff to prepare a Request for Proposals (RFP) to solicit new quotes from vendors for the vehicles. While feasible, this would require staff resources with no certainty that the prices obtained through this alternative process would be better than those obtained through the existing piggyback purchase with the addition of sales tax.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT TO RESOLUTION 26-135 USING SOURCEWELL PIGGYBACK AGREEMENT WITH NATIONAL AUTO FLEET GROUP ADDING SALES TAX FOR THE PURCHASE OF TWO REPLACEMENT PICKUPS

WHEREAS, Council approved the purchase of two replacement pickups at the August 5th, 2026, meeting using the Sourcewell piggyback contract; and

WHEREAS, the original quote did not include sales tax in the amount of $5,581.68; and

WHEREAS, the total cost of the two pickups with sales tax is $73.256.02; and

WHEREAS, staff has conducted a due diligence and determined that a piggyback purchase through Sourcewell best meets the City's interests.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find, and order as follows**:**

1. The above recitals are true and correct and are incorporated herein by this reference.

2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.

3. The Council approves the amendment to Resolution 26-135 for the addition of $5,581.68 in sales tax for purchase of the two Ford Mavericks for $73,256.02 from National Auto Fleet Group (Sourcewell Contract #081325-NAF).

4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the Sourcewell agreements and California law, and subject to approval as to legal form by the City Attorney.

5. This Resolution shall take effect immediately upon its adoption.

* * *

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 16, 2026

Agenda Number: B-5

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez, City Manager

SUBJECT:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY26 Grant

RECOMMENDATION:

Adopt a Resolution authorizing submission of an application to the Edward Byrne Memorial Justice Assistance Grant program for Fiscal Year 2026, and authorizing the City Manager (or designee) to execute all related application documents.

SUMMARY:

The goal of the subject grant application is to utilize the City's formula allocation of JAG funds to support critical law enforcement technology enhancements for the Police Department (MPD). The funding will be dedicated to furthering the City's objective of modernizing operational hardware, software, or field infrastructure to improve officer safety, data accessibility, and inter-agency coordination during daily patrols and critical incident responses.

DISCUSSION:

The U.S. Department of Justice makes awards of Edward Byrne Justice Assistance Grant (JAG) funds to state and local governments on a formula basis. The JAG program is the leading federal source of criminal justice funding to state and local jurisdictions, supporting a range of program areas including law enforcement operations, crime prevention, officer safety, and technology improvements. As determined by the JAG formula, the City is eligible to receive $24,560 from the JAG program's FY26 solicitation.

Staff has evaluated the operational needs of MPD and has determined that investing this allocation in technology and modern policing tools will provide the greatest benefit to the Department and the community. In an ever-evolving public safety environment, reliable and up-to-date technology is essential for supporting timely responses, improving efficiency, and

reducing the administrative burden on personnel. This investment will help ensure that MPD staff have the tools and resources necessary to effectively serve the community.

Grant funds will be directed toward technological improvements, including available AI-assisted report drafting and other tools designed to reduce administrative workload and return valuable time to officers for active community policing and other public safety responsibilities. MPD is exploring technology platforms that can support a range of functions, including video and document redaction, report drafting, and the organization and search of evidence and case information. These tools support field personnel and investigators while modernizing department systems, ensuring officers have dependable, high-functioning systems in place to serve the community effectively.

FINANCIAL IMPACT:

Submission of a JAG application will provide the City with $24,560 in Federal grant funding to support local law enforcement. The Byrne JAG formula grant does not require a local matching fund commitment. As a result, it will not adversely affect the General Fund and may benefit it by offsetting costs for necessary technological upgrades.

ALTERNATIVES:

The City Council may consider the following alternatives:

1. Decline authorization to submit the grant application, forfeiting the City's $24,560 federal formula allocation.
2. Direct staff to adjust the focus of the grant application or request additional information prior to submission.

ATTACHMENTS:

1. Resolution to authorize application for JAG 2026 Local Solicitation

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FORAWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Madera Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the Council of the City of Madera supports the efforts of the police department to secure resources by the most efficient means possible; and

WHEREAS, the Congress of the United States has allocated $24,560 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program to the City of Madera to be used for frontline law enforcement services; and

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby find, resolve, and order:

1. The above recitals are true and correct.
2. The City Manager or designee is hereby authorized to submit an application and execute all required documents.
3. This resolution shall be effective immediately upon adoption.

****

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: B-6

SUBJECT:

Request by Bernardo Osuna and Martha Garcia for connection to the City's water system

RECOMMENDATION:

Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 16454 North Lake Street (APN 038-081-052)

SUMMARY:

The City of Madera (City) has a policy wherein properties located outside the City Limits, but proximate to the City water and sewer systems, may, under certain conditions, apply for and receive City utility services. If approved by City Council, this Agreement for Outside City Limits Water Connection for 16454 N. Lake Street (APN 038-081-052) (Agreement) will be documented and recorded on the property's title, ensuring that future transactions involving the property, such as its sale, will ensure the Agreement be listed in the Title Report. This provision ensures that all stakeholders involved in property transactions are made aware of the Agreement's existence and terms.

DISCUSSION:

The property owners, Bernardo Osuna and Martha Garcia (Owners), have an existing single-family residence on a 1.20-acre parcel located on the west side of Lake Street, between Ellis Street and Martin Street. The Owners have made a request to connect to the existing 12-inch City water main in Lake Street due to the failure of the well, which previously served the residents' water needs. The Owners have emphasized the urgency of this matter as the lack of potable water leaves them with limited options, potentially requiring reliance on bottled water or incurring expenses for water delivery services.

Importantly, all expenses associated with the water service lateral installation and subsequent charges will be borne by the Owner, including:

- Water Service Lateral: A one-inch water meter and backflow preventer, and lateral branch line will be installed on the existing water main on Lake Street. This metered installation will follow the standard procedure for all new City connections.

- Development Impact Fees (DIF): A DIF of $845, designed for one house, will be collected prior to permitting the water connection. This fee aligns with the City's development policies and is a standard procedure for new connections.

- Encroachment Permit Fee: An encroachment permit fee of $279 will be levied on the Owners. This fee covers administrative expenses related to the installation process.

- Water Main payback: A reimbursement fee of $1,187.63 will be collected prior to permitting the water connection. This fee aligns with the City's development policies and is a standard procedure for new connections.

- Volumetric Charges: Once connected, the Owners will be subject to volumetric charges, akin to existing utility customers. These charges are consumption-based and will be reflective of their water usage.

The Local Agency Formation Commission (LAFCO) has approved the connection for the home on this parcel to City water service outside the current City limits. This Agreement will be recorded on the title and will outline specific terms and conditions pertinent to the provided services. The Agreement serves as a critical document delineating the terms of service for the subject property and includes the Owners' covenant not to protest annexation. This covenant signifies the property owners' agreement not to oppose or protest potential future annexation efforts by the City.

FINANCIAL IMPACT:

In consideration of the request for the outside city limits water connection, it is important to note that approving this request incurs no additional expense to the City, the Water Enterprise Fund, or the General Fund. All costs associated with the physical construction of the water lateral and meter will be solely borne by the Owners.

This arrangement ensures that the financial burden of the physical installation of the water lateral and meter, as well as the applicable DIF fees, falls entirely upon the property Owners. There is no direct impact on the City's financial resources or utility funds due to this approval.

ALTERNATIVES:

The denial of this Agreement could impact the residents of the specified property, leading the Owner to face unforeseen challenges. Without the approved water connection, the residents

may encounter difficulties in obtaining access to potable water. This could prompt them to seek alternative and potentially costly measures to meet their basic water needs. Such alternatives might include reliance on bottled water or the expense of arranging water delivery services.

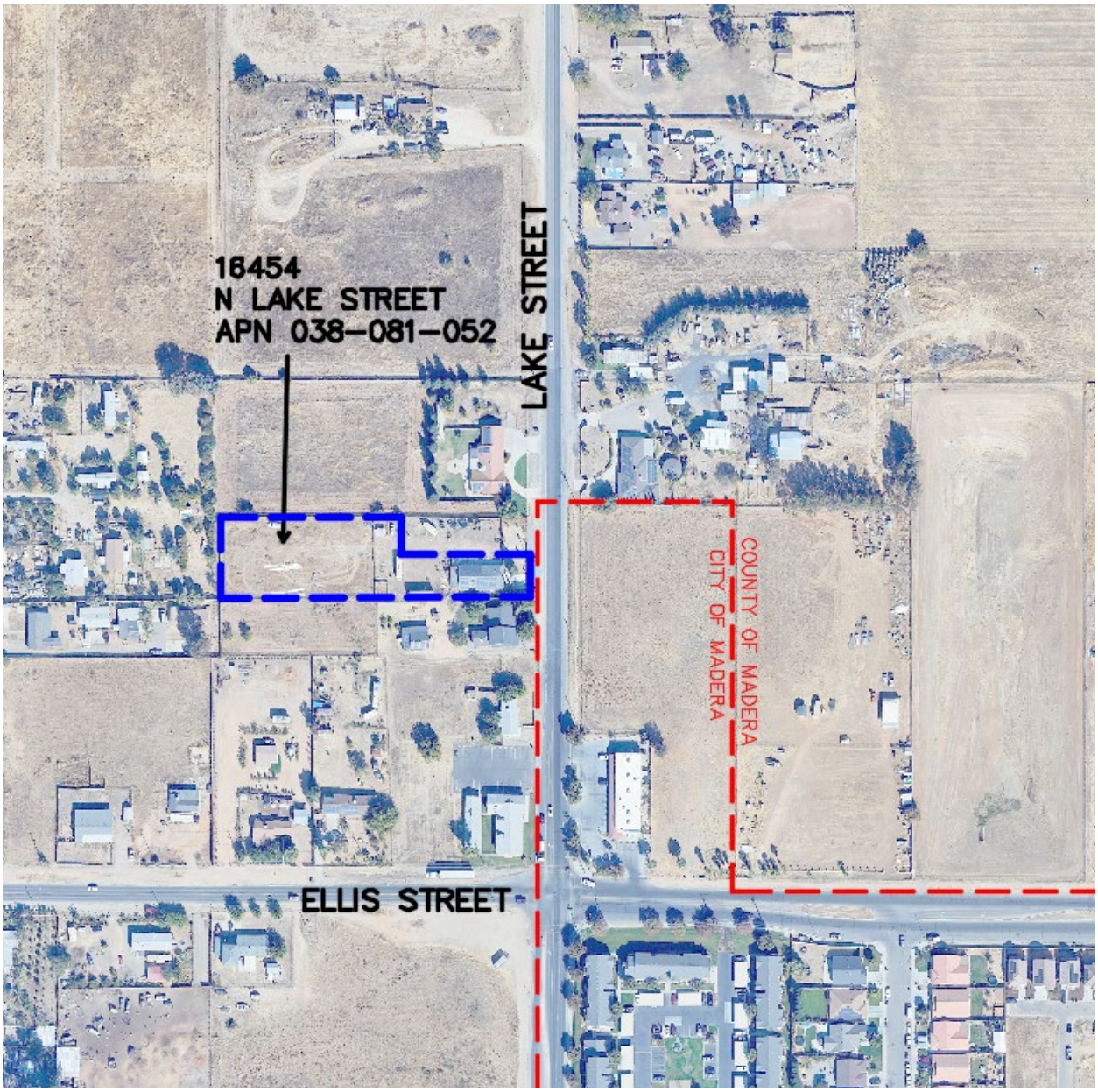
ATTACHMENTS:

1. Location Map
2. Resolution
   Exhibit A – Agreement

Attachment 1

Location Map

16454 N. Lake Street



Attachment 2

Resolution

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16454 N. LAKE STREET (APN 038-081-052)

WHEREAS, Bernardo Osuna and Martha Garcia own the property located at 16454 N. Lake Street ("Property") and desires to connect the Property to the City of Madera (City) water system; and

WHEREAS, the property is located in the unincorporated territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize said connection to the City's water system, subject to certain conditions; and

WHEREAS, all costs to connect to the City water system will be borne by the Property owner.

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

1. The above recitals are true and correct.

2. The Council approves the Agreement for Outside City Limits Water Connection for 16454 N. Lake Street (APN 038-081-052) (Agreement) which is attached to this resolution as Exhibit A and incorporated by reference.

3. The City Engineer and City Clerk with concurrence of the City Attorney are authorized to make any clerical and non-material corrections to this resolution and the Agreement.

4. Staff is hereby directed to record the Agreement.

5. This resolution is effective immediately upon adoption.

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

Exhibit A

Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MADERA
205 W. 4TH STREET
MADERA, CA 93637

Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code……No Fee Due

Address: 16454 N Lake Street, Madera, California
APN: 038-081-052

AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION
FOR 16454 N Lake Street (APN 038-081-052)

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16454 N Lake Street ("Agreement"), is made and entered into this 16th day of September 2026, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and BERNARDO OSUNA AND MARTHA GARCIA, hereinafter called "OWNER".

RECITALS

A. OWNER is the record owner of that certain real property located at 16454 N Lake Street, in the County of Madera, California and more particularly described below.

B. The Property consists of 1.20 acres, more or less, located on the west side of Lake Street, between Ellis Street and Martin Street, known as 16454 N Lake Street, in the unincorporated territory of Madera County (the "Subject Property").

C. OWNER desires a water connection to serve one single-family dwelling on the Subject Property.

D. CITY is willing to authorize said water connection subject to conditions as set forth in this Agreement.

AGREEMENT

In consideration of the recitals above, which are incorporated herein, and the mutual promises contained herein, the Parties agree as follows:

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 12-inch water main on Lake Street to serve one dwelling for domestic residential (no commercial or agricultural) uses only on the Subject Property located at 16454 N Lake Street,

which property is more particularly described as follows:

The land described herein is situated in the state of California, county of Madera, unincorporated area, described as follows:

A portion of lot 191 of "Miller and lux's subdivison of lands of Madera, Fresno Co., California", recorded in the office of the county recorder of the county of Madera, California, February 2, 1895 in volume 1 of Maps at Page 11, further described as follows:

The North 136.87 feet, more or less, of the South 547.26 feet of said lot 191. Excepting therefrom the East 40 feet thereof.

Further excepting therefrom the North 60 feet of the East 240 feet thereof; and
Further excepting therefrom the South 10 feet of the East 180 feet thereof

A.P.N.: 038-081-052

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total $845.00 or that which may be in effect at the time fees are paid. Impact fees are based on one single family residence on a single parcel. Any additional development on the Subject Property will be subject to additional CITY impact fees. OWNERS shall also pay the CITY connection, permit, inspection or other fees as required. On and after connection of OWNERS' property to the CITY water system, OWNER shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. Municipal Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Municipal Service Application to apply for water and agree to pay the water rates applicable to City residents which will be billed in accordance with City billing of City residents. As a new water service connection, OWNER is required to install a water meter and a reduced pressure back flow prevention device at property line in accordance with CITY Standard Specifications and destroy any existing well onsite or disconnect from any community well in accordance with the Madera County and California Department of Health Standards.

4. Discontinuance of Utilities. The parties acknowledge that one result of the utility billing method of payment is to allow City to use the non-judicial remedy of discontinuing all utility services in the event of a default by OWNER in the performance of its duties and obligations pursuant to the Agreement.

5. No Assignment; Agreement Runs with the Land. The rights and obligations of the parties shall not be assigned or transferred to others without the prior written consent of the other party. This Agreement shall be binding upon and insure to the benefit of the parties' successors or assigns. The burdens and benefits of this Agreement shall run with the land identified in Exhibit A attached hereto. This Agreement shall be executed in recordable form.

6. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER: Bernardo Osuna and Martha Garcia
16454 N Lake Street
Madera, CA 93638

TO CITY: CITY OF MADERA
Attn: City Manager
205 W. 4th Street
Madera, CA 93637

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

7. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic water service to the Subject Property. Any future water connection for property development purposes is subject to CITY approval.

8. LAFCo Approval. The Subject Property is located outside the corporate limits of the City of Madera but within the City's Sphere of Influence. Due to this, the CITY must obtain authorization from the Madera Local Agency Formation Commission (LAFCo) to extend and/or connect utility services to the subject property. LAFCo authorization requires the submittal of an application for review. The CITY has prepared and submitted the required application, and LAFCo has authorized the extension and/or connection of utility services to the Subject Property.

9. Annexation. In accordance with Government Code Section 56133 (b) and LAFCo's approval of the application to extend and/or connect utility services to the Subject Property, OWNER agrees not to protest the future annexation of the subject property into the City of Madera, if such annexation is not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of water or sanitary sewer service, which might materially prejudice those holding interest

in the Subject Property.

10. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement shall not be construed to relieve OWNER from properly maintaining improvements on OWNERS' property as required by any existing site plan or conditional use permit, to excuse compliance with any law or regulation of general application, or to address any developmental requirements that may be applied to any future development of OWNERS' property. Without limitation of the foregoing, OWNER acknowledges that the Development Impact Fees paid as provided herein are for the existing residence only, and any additional residences or other uses or additional improvements will require the payment of additional Development Impact Fees as may be applicable to such additional residences, uses or improvements.

No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

12. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

13. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

14. Severance. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

15. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance

of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

16. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

17. Applicable Law. This Agreement shall be governed and construed in accordance with California law. This Agreement concerns real property located in Madera, California and each party agrees that a court of competent jurisdiction for the judicial district including Madera, California would be the most appropriate court for any litigation that might arise in connection with this Agreement.

18. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

19. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Madera.

20. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic use and residential landscape irrigation use. No use of CITY water for agricultural irrigation or other use atypical of residential use shall be allowed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

CITY OF MADERA

By: _____
Keith B. Helmuth, City Engineer

By: _____
Cecilia K. Gallegos, Mayor

OWNERS

By: _____
Bernardo Osuna, Owner

By: _____
Martha Garcia, Owner

ATTACH NOTARY ACKNOWLEDGEMENT

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Shannon L. Chaffin, City Attorney

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

for Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: B-7

SUBJECT:

Water Main Replacement Project City Project W-43 Rebid

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of the Water Main Replacement Project City Project W-43 Rebid
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion

SUMMARY:

On October 22, 2025, the City Council (Council) awarded a contract to Rolfe Construction Inc. (Contractor) for Water Main Replacement Project City Project W-43 Rebid for $4,970,222. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

The general scope of work consists of water main replacement in State Route 145 from Storey Road to 9th Street. Components of the water main replacements range from 6” PVC to 12” PVC lines and including gate valves, valve boxes, lateral connections, and fire hydrant connections. The pipeline installation requires two jack and bore installations under the Union Pacific Railroad near E Street and Madera Irrigation District pipeline, respectively.

A final project inspection was completed by City staff and all work has been completed. Staff recommends acceptance by Council and recording a Notice of Completion.

Table 1 provides a summary of the final Project contract costs. Four change orders were processed. The first three change orders involved adjustments to the work due to overlooked or

changed conditions in the field such as the addition of water services of various sizes, addition of traffic loop replacement, and the addition of sewer rehabilitation work on Yosemite and 7th Street. The final balancing Change Order #4 involves additive or deductive items based on the total work performed versus the total quantity included in the bid item.

Table 1: *Final Project Cost Summary*

Change Order	Description	Total
Original Contract		$4,970,222.00
#1	Addition of 1.5”, 2”, 6”, and 8” Water Service Replacements in lieu of 1” services called out on plans	$421,123.70
#2	Addition of Trenching Machine, Hot Tap, Traffic Loops, and Removal of 6” and 8” Water Services not required	-$22,411.12
#2	Replace 896 feet of Sewer Main on Yosemite Avenue	$218,080.00
#3	Addition of Gateway & 8th Sewer Rehabilitation work, T&M Work, and Pipe Abandonment work.	$20,397.00
#3	Replace 233 feet of Sewer Main across Gateway Drive at 7th Street	$87,227.00
#4	Addition of T&M work for exploratory trenching and final balancing of Bid Items to match actuals constructed	-$503,146.82
Total		**$5,191,491.77**

The final contract cost is $221,269.77 above the original contract award using a total of 4.5% of the 20% contingencies approved at the time of award.

FINANCIAL IMPACT:

There is no fiscal impact on the City’s General Fund. The Project was programmed in the CIP FY 2025/26 budget for Water Utility Fund. Costs associated with the sewer main replacement, $305,307, were paid from the Sewer Enterprise Fund.

ALTERNATIVES:

As an alternative, the Council may reject the Project's Notice of Completion. Rejection of the Notice of Completion will result in staff’s inability to release retention funds and close the Project.

ATTACHMENTS:

1. Notice of Completion
2. Project Maps
3. Project Photos

Attachment 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

Space above this line for Recorder's Use

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due $ -0-

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera**.
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637**.
4. The nature of the title of the undersigned is: In fee **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

   Name **Address**
   N/A
6. A work of improvement on the property hereinafter described was completed on **9/16/2026**
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)

   Rolfe Construction Inc.
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

   Name **Address**
   N/A
9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

   Water Main Replacement on SR 145 from Storey Road to 10th Street and from El Dorado to 300 ft South of El Dorado, and Sewer replacement on Yosemite Ave near C Street and 8th Street.

   City Project No. W-43
10. The **street address** of said property is **none**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

CITY OF MADERA

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

_____

Keith Brent Helmuth, P.E.
City Engineer

The 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 Madera

Subscribed and sworn to (or affirmed) before me on the _____day of _____, 2026 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

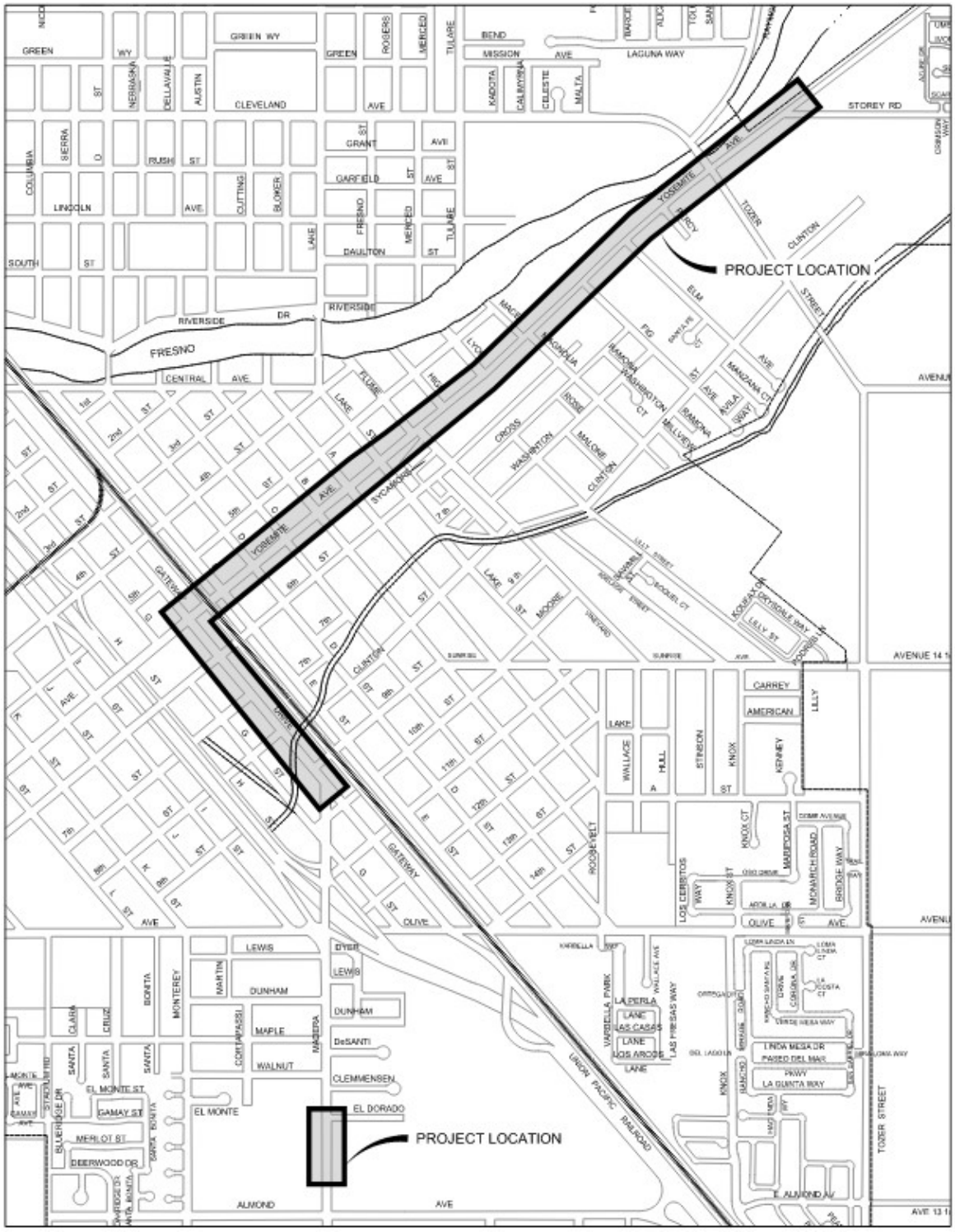
_____ (Seal)

Alicia Gonzales
City Clerk

Attachment 2

Project Map

Project Map


PROJECT LOCATION
PROJECT LOCATION
FRESNO
RIVERSIDE DR
CENTRAL AVE
YOSEMITE AVE
SYCAMORE
GATEWAY
UNION PACIFIC RAILROAD
TOZER STREET
STOREY RD
LAGUNA WAY
CLEVELAND
GREEN WY
GREEN
GRANT AVE
GARFIELD AVE
DAULTON ST
RIVERSIDE
LINCOLN AVE
SOUTH ST
RUSH ST
CARREY
AMERICAN
LILLY
OLIVE AVE
LEWIS
DUNHAM
MAPLE
WALNUT
CLEMMENSEN
EL DORADO
EL MONTE
ALMOND AVE
E. ALMOND AV
AVENUE 14
AVENUE 13

Attachment 3

Project Photos

Yosemite Ave NE of Railroad Tracks (Before)

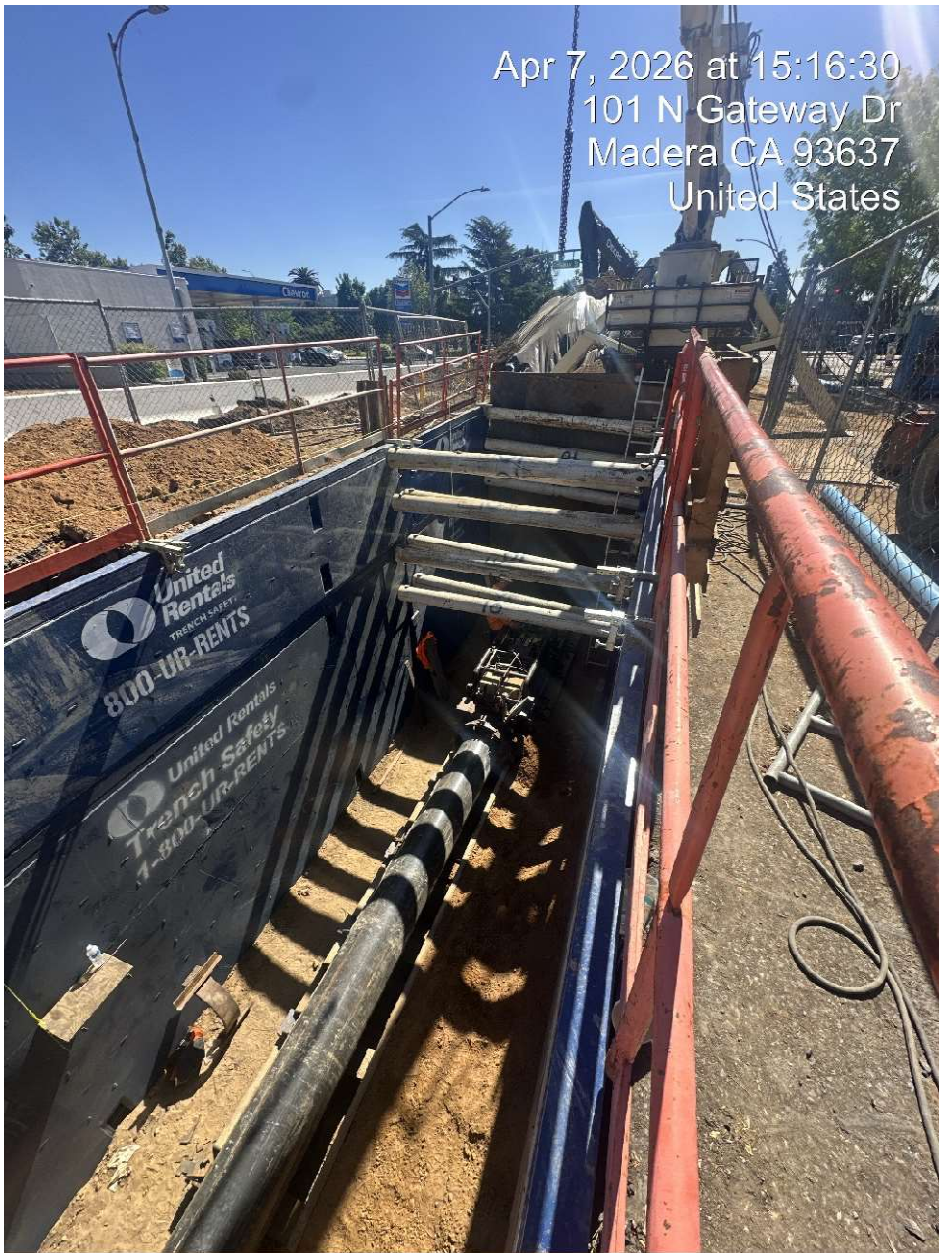
Yosemite Ave NE of Railroad Tracks (After)

Yosemite Ave and Lake Street (Before)

Yosemite Avenue and Lake Street (During)

Yosemite Ave and Lake Street (During)

Yosemite Ave and Lake Street (After)



Gateway Drive Jack and Bore south of 8th Street (During)

Gateway Drive Jack and Bore south of 8th Street (After)

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by: _____
for Keith Helmuth, Department Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: D-1

SUBJECT:

Change Order for the 2024 Wastewater Treatment Plant Improvement Project WWTP 24-01 for Construction of a New Influent Pump Station (IPS) Wet Well

RECOMMENDATION:

Adopt a Resolution:

1. Approving the Award of a Contract Change Order to Gateway Pacific Contractors, Inc. for the Wastewater Treatment Plant (WWTP) Improvement Project to Construct a New Influent Pump Station Wet Well for $3,300,000 including contingencies of up to $225,000 as approved by the City Engineer
2. Authorizing an amendment to the Fiscal Year (FY) 2026/27 Sewer Fund Capital Projects Organization's Adopted Budget appropriating $363,000 of fund balance for the Project

SUMMARY:

The City entered into a contract with Gateway Pacific Contractors, Inc., (Contractor) on December 4, 2024 for the 2024 Wastewater Treatment Plan Improvement Project WWTP 24-01 (the Project). A structural evaluation of the existing Influent Pump Station (IPS) wet well was conducted in June 2025. The evaluation identified severe structural deterioration due to hydrogen sulfide gas, including concrete loss and corroded or missing rebar of concrete walls located in the wet well. The IPS wet well is a below-grade concrete chamber that receives raw wastewater (sewage) as it first enters the treatment plant. All incoming flows collect in this basin before being pumped into the next stage of the treatment process. It provides a steady, controlled flow to the WWTP, especially during peak periods (morning/evening, storms, etc.).

City staff determined that the best course of action is to replace the existing IPS wet well due to its poor condition. On November 19, 2025, City Council (Council) approved an amendment to design consultant engineer Stantec's original agreement to design a new IPS wet well with the intent of getting a cost proposal from Contractor to perform the work.

In July 2026, the City received a proposal of $3,300,000 from Contractor for constructing a new wet well unit. Given the critical condition of the wet well at the WWTP versus the timeline necessary to secure plans, specifications and estimate package and to solicit bids, it is recommended that the Council award a change order to Contractor for this work during the construction of the headworks facility. The funds needed to complete the change order work are available in the Sewer Enterprise Fund.

DISCUSSION:

On February 7, 2024, the City approved an engineering services agreement with Stantec to design the WWTP 24-01 Improvements Project that replaces and repairs aging headworks, IPS wet well infrastructure and to inspect the wet well during bypass pumping to ascertain the extent of damage to the wet well structure.

The WWTP Improvements Project (Project 202324-19) has been in construction since February 2025. Construction was awarded to Contractor for $8,738,195 for completion of the new headworks facility. Initial work tasks included effluent bypass pumping and draining of the headworks wet well, which is attached to and structurally supports the IPS pumps and building. After isolating and draining the wet well, Stantec inspected the site and noted that the structural concrete walls that support the adjacent IPS building are damaged beyond repair due to exposure to hydrogen sulfide gas emitted from the incoming waste effluent. The walls are no longer structurally sound resulting in the risk of catastrophic failure to the wet well and the IPS building. The Structural Observation report is provided as an attachment to this report.

Unknown Conditions of the IPS Wet Well

It should be noted that in the report to the Council on December 4, 2024, staff indicated that additional work might be necessary because the condition of the IPS wet well had not yet been fully assessed. At that time, staff explained that the existing wet well was several decades old, had limited documentation regarding its condition and could only be fully evaluated once bypass pumping and exploratory work were performed. As a result, the scope of rehabilitation or replacement could not be confirmed during the initial phase of the project. In that report, staff stated:

> *"Early in the construction phase, the contractor is tasked to investigate the existing condition of the IPS wet well by providing bypass pumping of the headworks so the wet well can be drained and fully examined. This information will be used to identify the scope of necessary repairs and rehabilitation to be performed either as part of this project or as separate capital improvement project."*

In June 2025, Stantec completed a structural observation of the existing IPS wet well and influent junction box. Findings included:

- Missing or severely deteriorated concrete
- Corroded and missing reinforcement steel
- Structural instability in the upper 10 feet of the wet well
- Existing concrete foundation already at the end of its service life

Following months of coordination with City staff, two alternatives were evaluated:

A. Alternative 1: Repair in Kind
   a. Remove deteriorated concrete/rebar and replace with new concrete
   b. Does not address deteriorating foundation
   c. Does not meet the long-term needs of a 10.1 MGD facility
   d. Cost less than Alternative 2

B. Alternative 2: Full Removal and Replacement (Recommended)
   a. Construct a new wet well to contemporary building standards
   b. Design for 10.1 MGD future capacity
   c. Includes new level sensors, odor control integration, new coating system, safety features, and structural improvements
   d. Provides a new 50-year design life
   e. Cost more than Alternative 1

At its November 19, 2025 meeting Council ratified City staff recommendation to proceed with Alternative No. 2, complete removal and replacement and approved the amendment to the contract with Stantec to prepare stamped drawings and specifications to remove and reconstruct the wet well. The next steps were outlined in that staff report as follows:

> *"Once Stantec completes that design work, the City would return to the contract with Gateway Pacific Constructors, Inc. for potential construction of the improvements. As part of the Council's action on December 4, 2024, a contingency of $1,310,729, or 15 percent, was approved to account for several unknown conditions, including the condition of the IPS wet well. Upon completion of Stantec's design, the City will have a clearer understanding of the anticipated construction cost and whether the previously approved contingency is sufficient. If it is not, staff would return to the City Council for further consideration and possible action."*

Proposed Change Order

In July 2026, the city received a proposal of $3,300,000 from the Contractor for construction of a new wet well (Attachment 2). Staff compared this cost proposal against the proposal for similar improvements completed in 2019 to replace the primary effluent pump station (PEPS) under the WWTP Rehabilitation Project WWTP18-02 and found Contractor's figures consistent with that project. Stantec concurs that the cost proposal is fair and reasonable for the scope of work. There is cost savings to performing this work under the existing contract that is reflected in the proposal price. Both Staff and Stantec feel that prices for this work would be higher if bid out separately.

More importantly, the risk of delaying this work to prepare bidding documents and conduct a formal bid process is concerning. The wet well wall structure was designed to support the adjoining IPS pump station building and associated pumps, therefore wall failure in the wet well will also fail the pump room building. Given the advanced degradation of the wet well concrete wall structure and associated rebar; there is an urgent need to replace the wet well structure as soon as possible. Given

the long lead times necessary to prepare plans, specification and estimate (PS&E) bid packages and to solicit bids, it is recommended that the Council award the change order to Gateway Pacific Construction for completion of this work.

Budget and Funding to Complete the Change Order Improvements

The funds needed to complete the change order work are available in Sewer Fund Reserves. Other projected costs associated with this change order are listed below. The funding amendment would cover these costs.

- Project costs of $75,000 for Construction Management, Inspection, and Testing
- Additional allowance of $225,000 for construction contract contingencies as approved by the City Engineer to complete the project
- Additional Consultant construction management services valued at $113,000. At the next Council meeting, Staff will be presenting an amendment to the agreement with Stantec for additional Construction Management services.

FINANCIAL IMPACT:

The total cost for demolition of the old wet well, support of the IPS walls, construction of a new wet well, additional project contingencies, additional construction management, inspection, and third-party consultant services is $3,713,000. Most of these costs are included in the Fiscal Year (FY) 2026/27 Capital Improvement Program Budget. The additional funds needed, in the amount of $363,000, will come from the Unappropriated Fund Balance of the Sewer Fund, subject to Council's approval. Table 1 summarizes the costs associated with the change order and proposed funding.

Table 1: *Budget for the New Wet Well Change Order*

Line Item	*Amount*
Change Order to Contract with Gateway Pacific	$3,300,000
Additional Project Contingency	$225,000
Construction Management, Inspection and Testing	$75,000
Additional Consultant Services Request	$113,000
Total Change Order Budget	**$3,713,0000**
Funding Source	
Remaining Project Contingencies	$1,000,000
Funds added to Project with FY 2026/27 Adopted Budget	$1,150,000
Project WWTP 23-01 Improvements to the WWTP Headworks	$1,200,000
Funds to be added with Budget Amendment [(a)]	$363,000
Total Funding Source	**$3,713,000**
[(a)] Subject to Council Approval (this item)	

Staff is requesting an amendment in the amount of $363,000 to the FY 2026/27 Adopted Budget for the Sewer Fund Capital Project Org from the unappropriated fund balance to fully cover the amount of the Change Order.

ALTERNATIVES:

Council may choose not to approve this change order and subsequent budget amendment and direct Staff to bid out the new IPS Wet Well.

ATTACHMENTS:

1. Resolution
   Exhibit A - Budget Amendment
2. Proposal from Gateway Pacific Construction
3. Structural Engineer's Report Existing Wet Well

Attachment 1

Resolution

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AWARD OF A CONTRACT CHANGE ORDER FOR THE WASTEWATER TREATMENT PLANT (WWTP) FACILITY IMPROVEMENT PROJECT IN THE AMOUNT OF $3,300,000 FOR CONSTRUCTING AN INFLUENT PUMP STATION WET WELL INCLUDING CONTINGENCIES OF UP TO $225,000 AS APPROVED BY THE CITY ENGINEER

WHEREAS, the Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 24-01, hereinafter called the "Project", is included in the Fiscal Year (FY) 2026/27 Budget for Capital Projects; and

WHEREAS, the City entered into a construction contract for the Project with Gateway Pacific Construction, Inc., hereinafter called "Contractor"; and

WHEREAS, during construction it was discovered that the existing wet well to the Headworks Influent Pump Station (IPS) is structurally deficient and at risk of failure; and

WHEREAS, the City's design engineer prepared drawings and specifications for construction of a new wet well at the IPS Facility and issued a Request for Proposal to the Contractor for the work; and

WHEREAS, the Contractor submitted an acceptable proposal for construction of a new wet well at the Influent Pump Station; and

WHEREAS, additional funds are necessary for the completion of the construction phase of the Project including the change order; and

WHEREAS, funds are available in the unprogrammed fund balance of the Unappropriated Sewer Fund Balance.

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

1. The above recitals are true and correct.
2. A contract change order in the amount of $3,300,000 for the construction of anew wet well at the influent pump station is hereby awarded to Gateway Pacific Construction, Inc.
3. Additional construction contingencies in the amount of $225,000 as approved by the City Engineer are hereby authorized.
4. The FY 2026/27 Adopted Sewer Fund Capital Projects Org's Budget is hereby amended in accordance with Exhibit A, attached hereto and which is incorporated by reference herein.

5. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
6. This resolution is effective immediately.

******

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2026/27 BUDGET AMENDMENT

FUND	ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
Sewer Fund						
2040	20403420	4900		Budgetary Carryover		363,000
2040	20403420	7050		Construction/Infrastructure	363,000	
				TOTALS	**$ 363,000**	**$ 363,000**

Attachment 2

Gateway Pacific Construction Proposal

GATEWAY PACIFIC CONTRACTORS, INC.

July 13, 2026

Ms. Beth Cohen
Stantec Consulting Services
2250 Douglas Blvd. #260
Roseville, CA 95661

RE: Wastewater Treatment Plant 2024 Improvements Project – Madera
PCO #9 – Wet Well Redesign

Dear Beth:

Per your request, Gateway Pacific Contractors, Inc. is submitting a quote for the Wet Well Redesign. This will be per plans: City of Madera Wet Well Change Order 05-14-2026.

The additional cost is as follows:

Demolition & Excavation	$ 475,000
Bypass Pumping	$ 150,000
Pit Shoring	$ 550,000
Subgrade Prep	$ 50,000
F/R/P Wet Well	$ 950,000
HDPE Liner for Wet Well & Vault	$ 250,000
Precast Manholes & Piping	$ 130,000
Tie In Piping & Embeds	$ 200,000
Misc. Metals	$ 80,000
Sluice Gate	$ 40,000
Odor Control Piping	$ 25,000
Electrical	$ 100,000
Geo Foam Blocks	$ 50,000
Backfill	$ 150,000
Asphalt Paving	$ 20,000
Bonds & Insurance	$ 80,000

The total cost is Three million three hundred thousand dollars, ($ 3,300,000). Gateway understands that this is a large cost. Please review. If you have any questions, please give me a call.

Sincerely,

Jay Hall
Northern California Operations Manager

8055 Freeport Boulevard, Sacramento, California 95832-9716 • (916) 665-4100 • (916) 665-4119 FAX

Attachment 3

Structural Observation Report

CAPSTONE
STRUCTURAL ENGINEERS

STEVE STOLL, S.E.

7353 W RIVERVIEW DR.
COEUR D' ALENE, ID 83814
TEL. (559) 681-3681

Beth Cohen
Stantec Consulting Services Inc.
2250 Douglas Blvd., Suite 260
Roseville, CA 95661

June 23, 2025
Project No. 10-2501

STRUCTURAL OBSERVATION

RE: Structural observation of the existing Influent Junction Box and Wet Well

Location: 13048 Rd 21½
Madera, CA 93637

On June 12, 2025, Capstone Structural Engineers performed a visual structural observation of the Influent Junction Box and Wet Well. The review encompassed both the exterior and interior of the structures. Interior access and lighting were provided to facilitate the assessment. Prior to the observation, the available "As-Built" drawings were reviewed.

Destructive testing—such as core sampling, removal of coatings, and removal of fill concrete in the Wet Well—was originally included in the scope. However, during pressure washing, the structure was found to be unstable. To avoid further compromising the integrity of the structure, pressure washing was halted and the planned destructive testing was not conducted.
See Appendix A.

Influent Junction Box and Wet Well Description: See Appendix B for drawings.

The Influent Junction Box was constructed with reinforced concrete walls, a slab incorporating an access hatch, and a mat foundation. Similarly, the Wet Well featured reinforced concrete walls, a top slab, and a mat foundation. Inside the Wet Well, four concrete fill side-slope walls (1:1 slope) extended approximately six feet (6'-0") high to the mat foundation, alongside an elevated reinforced concrete screening channel.

The south wall of the Wet Well is a shared structural wall with the Pump Room. It serves multiple functions, including vertical load-bearing, resisting lateral (shear) forces both in-plane and out-of-plane, and supporting roof framing loads.

Influent Junction Box and Wet Well Condition: See Appendix C for Photos.

Influent Junction Box:
Due to limited access, observations were conducted from above through the open access hatch. The Influent Junction Box is in poor condition, with concrete corrosion resulting in surface deterioration of up to one inch (1") in certain areas. No corrosion of reinforcing steel was observed.

Wet Well:
The Wet Well, including the top slab and walls, is severely degraded in the upper ten feet (10'-0"), where prolonged exposure to corrosive gases occurred. In this area, concrete corrosion ranged from one inch (1") to four inches (4"). Corrosion of reinforcing steel was observed in multiple locations; in some cases, the deterioration was so severe that the interior reinforcing mat—both vertical and horizontal—had completely disintegrated. Because power washing was halted early due to structural concerns (see Appendix A), the full extent of the damage could not be determined.

The Wet Well walls and mat foundation appear to be in good condition in the lower seven feet (7'-0"). Although the protective coating has failed, the concrete walls and concrete fill exhibit no significant signs of degradation.

The south shared wall between the Wet Well and Pump Room exhibits severe deterioration along the middle third—approximately ten feet (10'-0")—on the Wet Well side. In contrast, the material on the Pump Room side appears to be in sound condition.

<u>Recommendations:</u>

Influent Junction Box:

Further investigation of the Influent Junction Box is recommended, with improved access and lighting to facilitate a more comprehensive assessment. However, based on the initial evaluation, concrete restoration is advised using a polymer-modified, cementitious screed mortar, followed by application of a protective coating.

Wet Well:

The deterioration of the Wet Well's top slab and the upper ten feet (10'-0") of the walls is beyond restoration due to extensive material disintegration. As a result, two remedial options have been proposed.

Option 1 — Partial Demolition and Reconstruction

Approximately the upper ten feet (10'-0") of the Wet Well's top slab and walls shall be demolished, excluding the south shared wall with the Pump Room, which is to be restored. Demolition shall proceed down to sound material, estimated at approximately six feet (6'-0") above the mat foundation. A new, reinforced concrete top slab and wall system—constructed in kind—shall be installed. The new and existing reinforcing shall be tied together by welding or other approved methods.

As screening operations are no longer required in this area, the elevated reinforced concrete screening channel shall be demolished.

The south shared wall between the Wet Well and Pump Room shall be restored by removing existing degraded material. The wall shall be reconstructed using epoxy grout and reinforcing steel tied into the existing reinforcement. Additionally, the structural role of the former screening channel shall be evaluated to determine whether supplemental support is required for the wall. If required, an epoxy grout beam may be installed to provide the necessary structural support. Because this option follows a *"constructed in like kind"* approach, compliance with current building codes is not required.

Option 2 — Full Replacement of Wet Well

The existing Wet Well shall be demolished in its entirety, excluding the south shared wall between the Wet Well and Pump Room. This wall shall be restored in accordance with the procedures outlined in Option 1.

A new Wet Well shall be designed and constructed in compliance with current codes to replace the existing structure. The replacement Wet Well shall be capable of accommodating projected future influent flows and operational requirements.

As part of this option, consideration should be given to abandoning the existing Influent Junction Box. If determined to be feasible, this would eliminate the need for concrete restoration of that structure, allowing it to be removed from the project scope.
.

Other Considerations

An option involving partial replacement—demolition down to sound material and reuse of the remaining portion of the existing Wet Well—was not considered. If evaluated, this approach would need to comply with current design and construction codes. In my professional opinion, retaining any part of the existing structure, including the south shared wall between the Wet Well and Pump Room, would introduce significant complexities that are likely to be cost-prohibitive.

Sincerely

Steven Stoll

Digitally signed by Steven Stoll
DN: cn=Steven Stoll, o=Capstone Structural Engineering, ou, email=sstoll@capstonestructural.com, c=US
Date: 2025.06.23 08:29:40 -07'00'

Steven D. Stoll
Structural Engineer

Memorandum

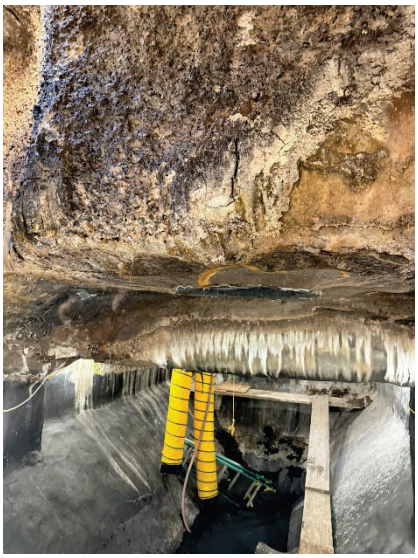
To: City of Madera

From: Jay Hall, Vice President of Operations

Date: June 18, 2025

Subject: Wet Well Instability

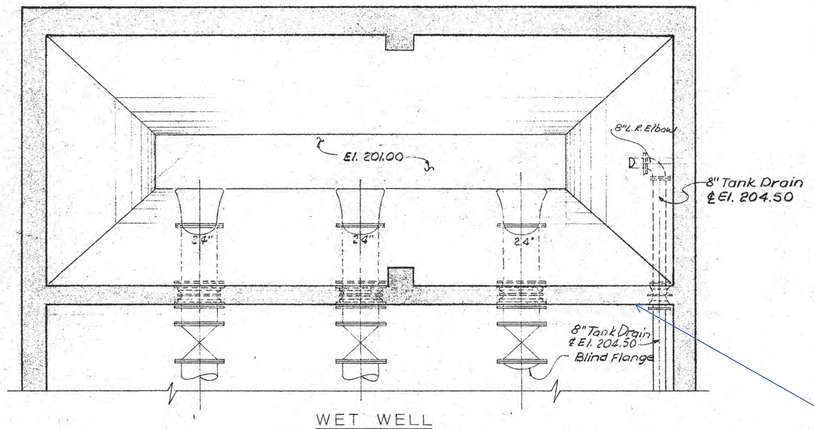
After inspection of the Wet Well, Gateway Pacific deems the structure unsafe to enter or have individuals stand on the roof of the structure.



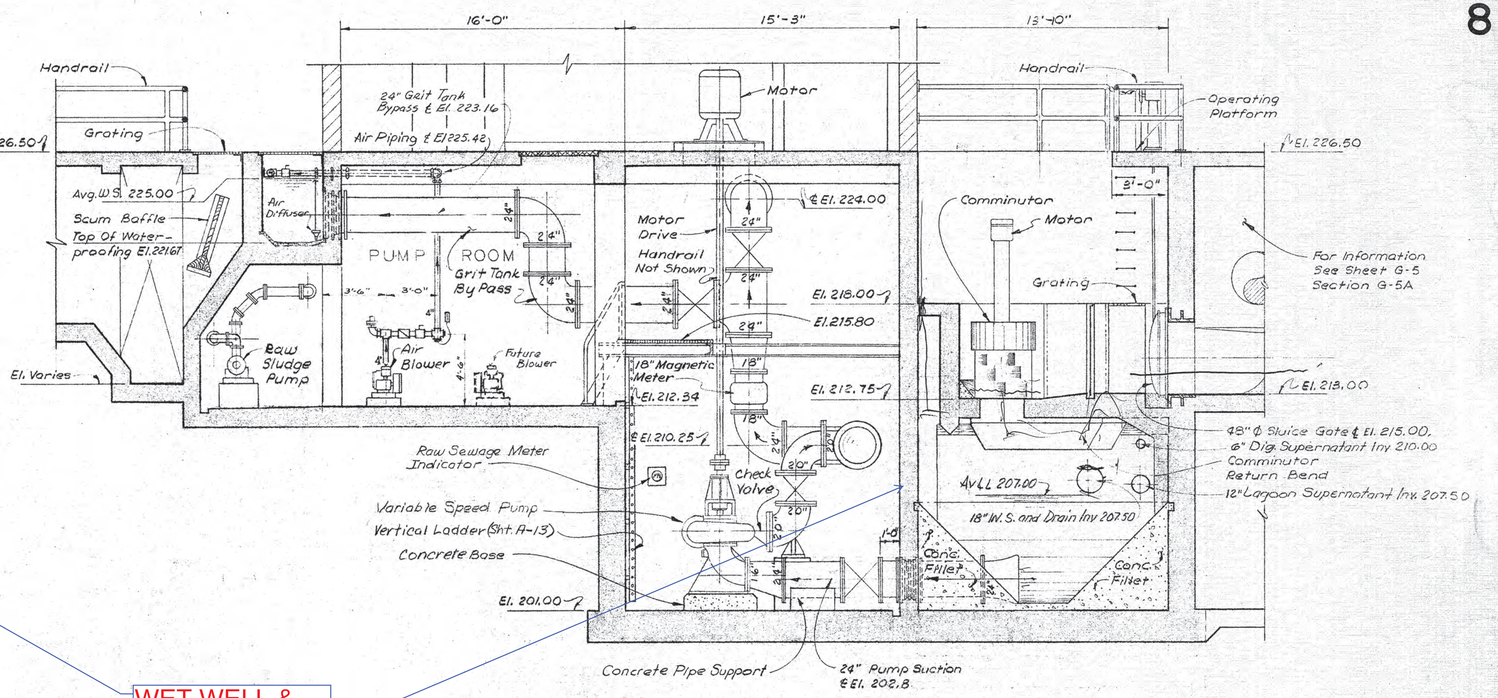
The concrete walls and roof are delaminated. Any vibration causes the concrete to fall from the ceiling. The roof rebar is deteriorated in most areas. There is no reinforcement holding the concrete roof.

Gateway Pacific considers this structure a hazard and on the verge of collapse. We will not endanger our employees. Please have City officials review the structure for immediate closure.

8

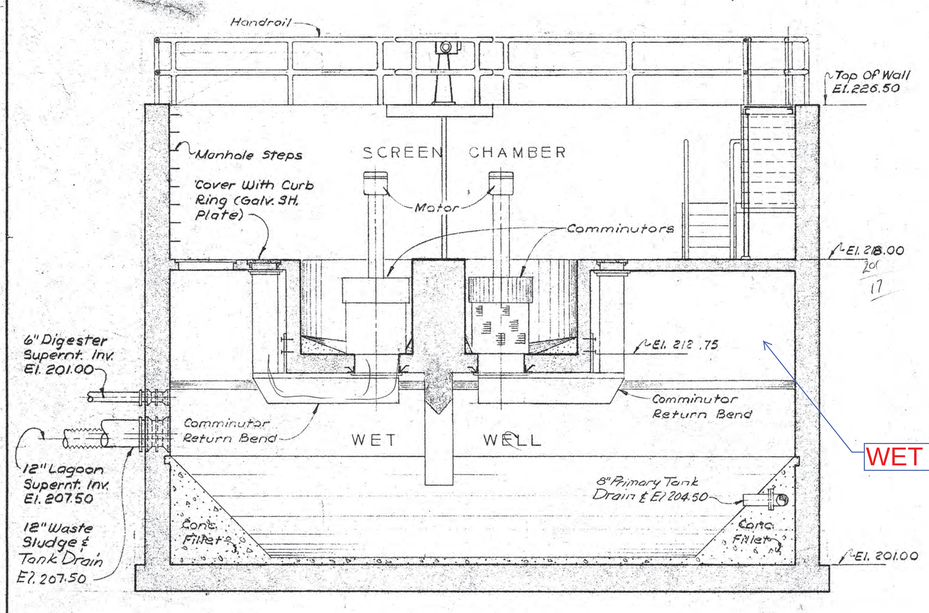


WET WELL
BASE SLAB PLAN



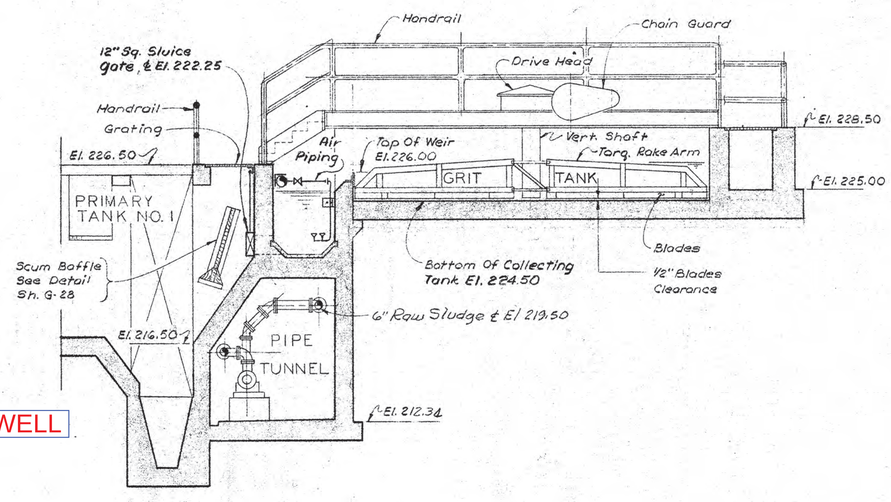
SECTION G-8A

WET WELL & PUMP ROOM SHARED WALL



SECTION G-8B

WET WELL

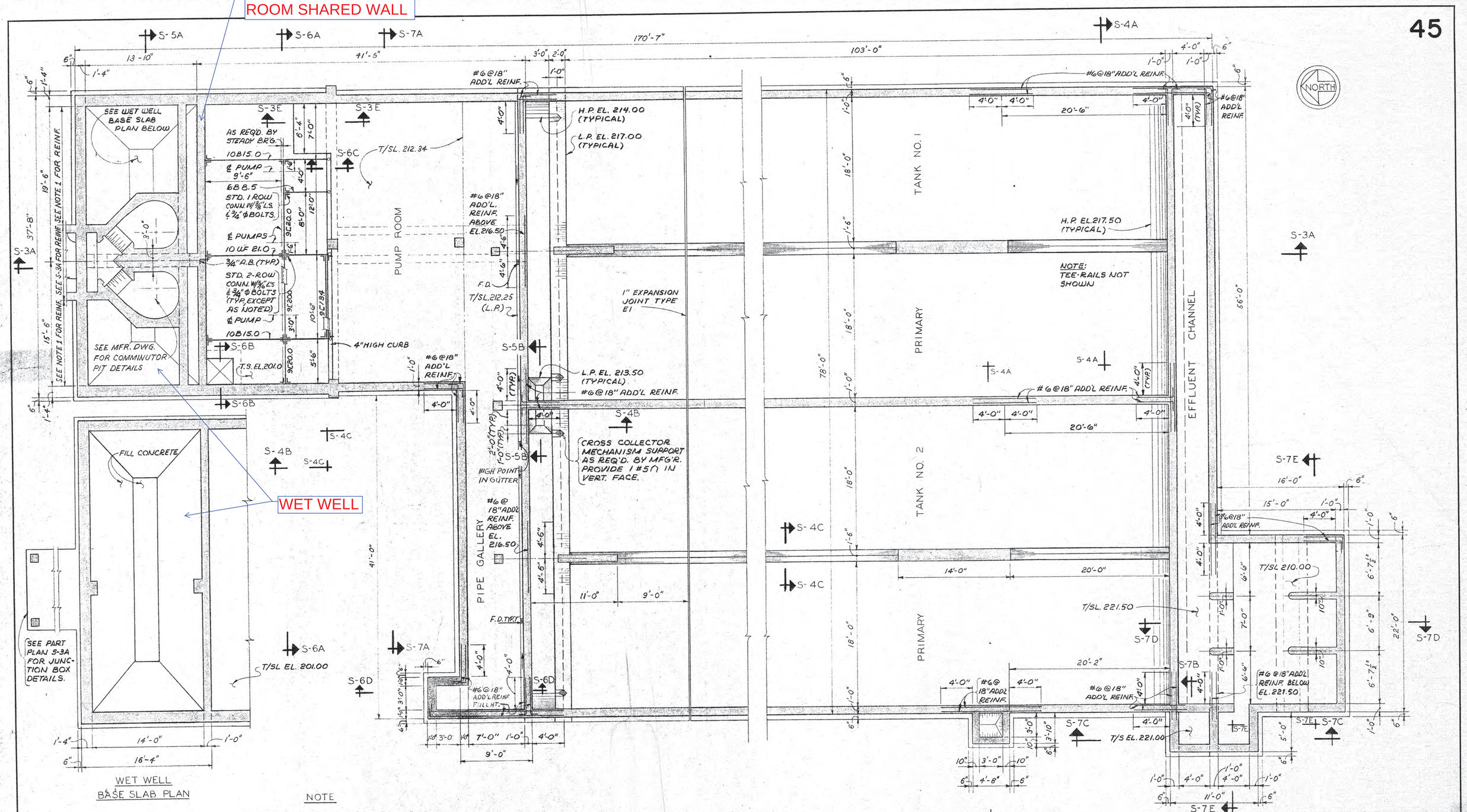


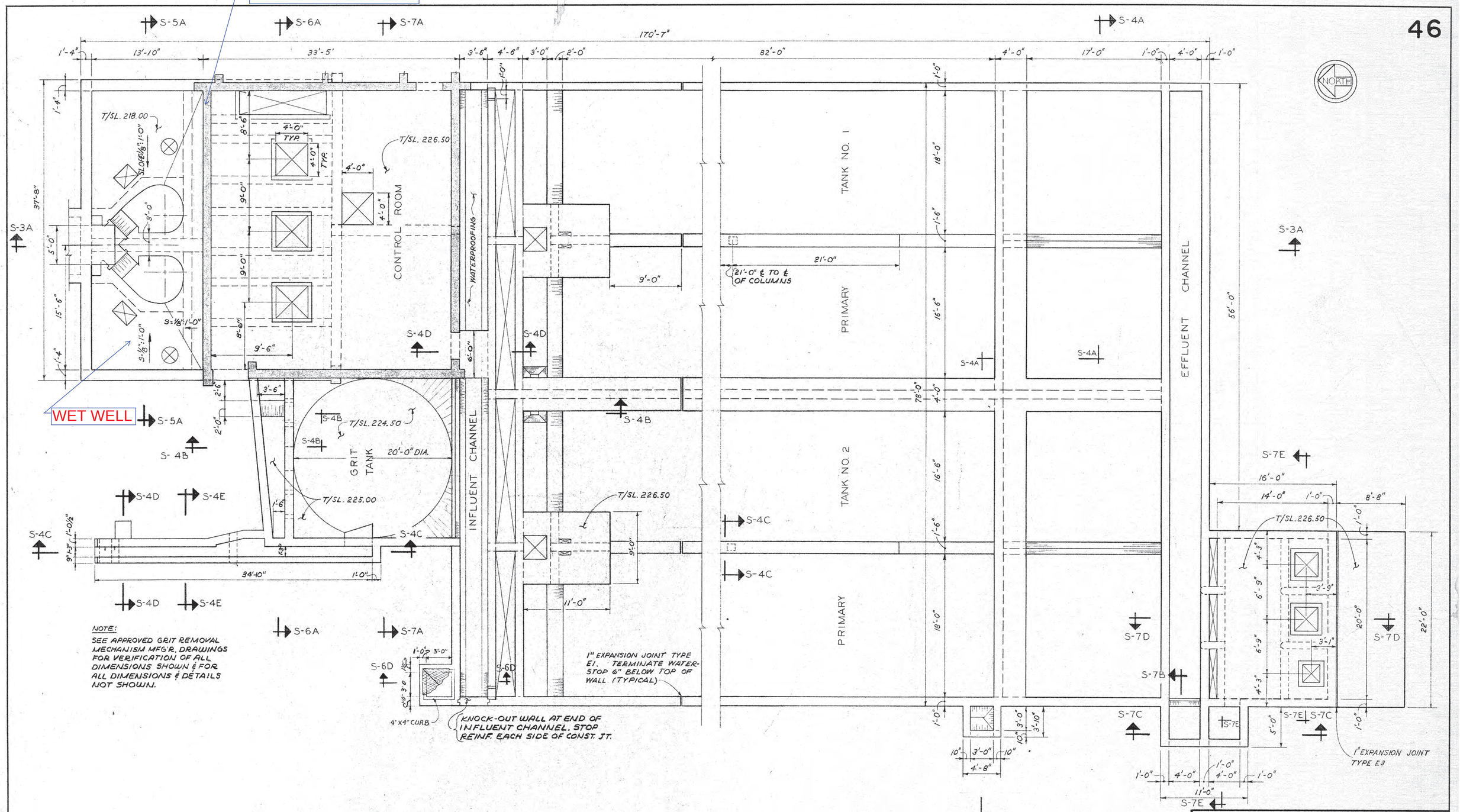
SECTION G-8C

CITY OF MADERA, CALIFORNIA
WATER POLLUTION CONTROL FACILITIES
WASTEWATER TREATMENT PLANT
RAW SEWAGE PUMP STATION
SECTION

DRAWN BY: J.L.P.	CONSOER, TOWNSEND & ASSOCIATES	SCALE: 1/2" = 1'-0"
DATE:		REVISED:
CHECKED BY: L.C.H.	CONSULTING ENGINEERS	
APPROVED BY: F.N.V.K.	CHICAGO, ILL. SAN JOSE, CALIF.	SHEET NO. G-8 OF 81 SHEETS

DIVISION A


WET WELL & PUMP ROOM SHARED WALL
WET WELL
45
NORTH
PUMP ROOM
PIPE GALLERY
TANK NO. 1
PRIMARY
TANK NO. 2
PRIMARY
EFFLUENT CHANNEL
SEE WET WELL BASE SLAB PLAN BELOW
SEE MFR. DWG. FOR COMMINUTOR PIT DETAILS
SEE NOTE 1 FOR REINF. SEE S-3A FOR REINF. SEE NOTE 1 FOR REINF.
FILL CONCRETE
SEE PART PLAN S-3A FOR JUNCTION BOX DETAILS.
T/SL. 212.34
H.P. EL. 214.00 (TYPICAL)
L.P. EL. 217.00 (TYPICAL)
H.P. EL. 217.50 (TYPICAL)
NOTE: TEE-RAILS NOT SHOWN
1" EXPANSION JOINT TYPE E1
L.P. EL. 213.50 (TYPICAL)
CROSS COLLECTOR MECHANISM SUPPORT AS REQ'D. BY MFG'R. PROVIDE 1 #5 IN VERT. FACE.
HIGH POINT IN GUTTER
T/SL. 221.50
T/SL 210.00
T/S EL. 221.00
T/SL EL. 201.00
WET WELL BASE SLAB PLAN
NOTE
1. VERT. REINF.: #7 @ 10" O.F. & #8 @ 10" I.F. TO EL. 222.00, #6 @ 12" E.F. FROM EL. 218.00 TO EL. 226.50. SEE SEC S-3A FOR HORIZ. REINF.
CITY OF MADERA, CALIFORNIA
WATER POLLUTION CONTROL FACILITIES
WASTEWATER TREATMENT PLANT
PUMP STATIONS & PRIMARY TANKS BASE SLAB PLAN
DRAWN BY: J.I.M.
DATE:
CHECKED BY: J.R.H
APPROVED BY: F.N.V.K.
CONSOER, TOWNSEND & ASSOCIATES
CONSULTING ENGINEERS
CHICAGO, ILL. SAN JOSE, CALIF.
SCALE: 3/16"=1'-0"
REVISED:
SHEET NO. S-1 OF 81 SHEETS
DIVISION A



CITY OF MADERA, CALIFORNIA

WATER POLLUTION CONTROL FACILITIES

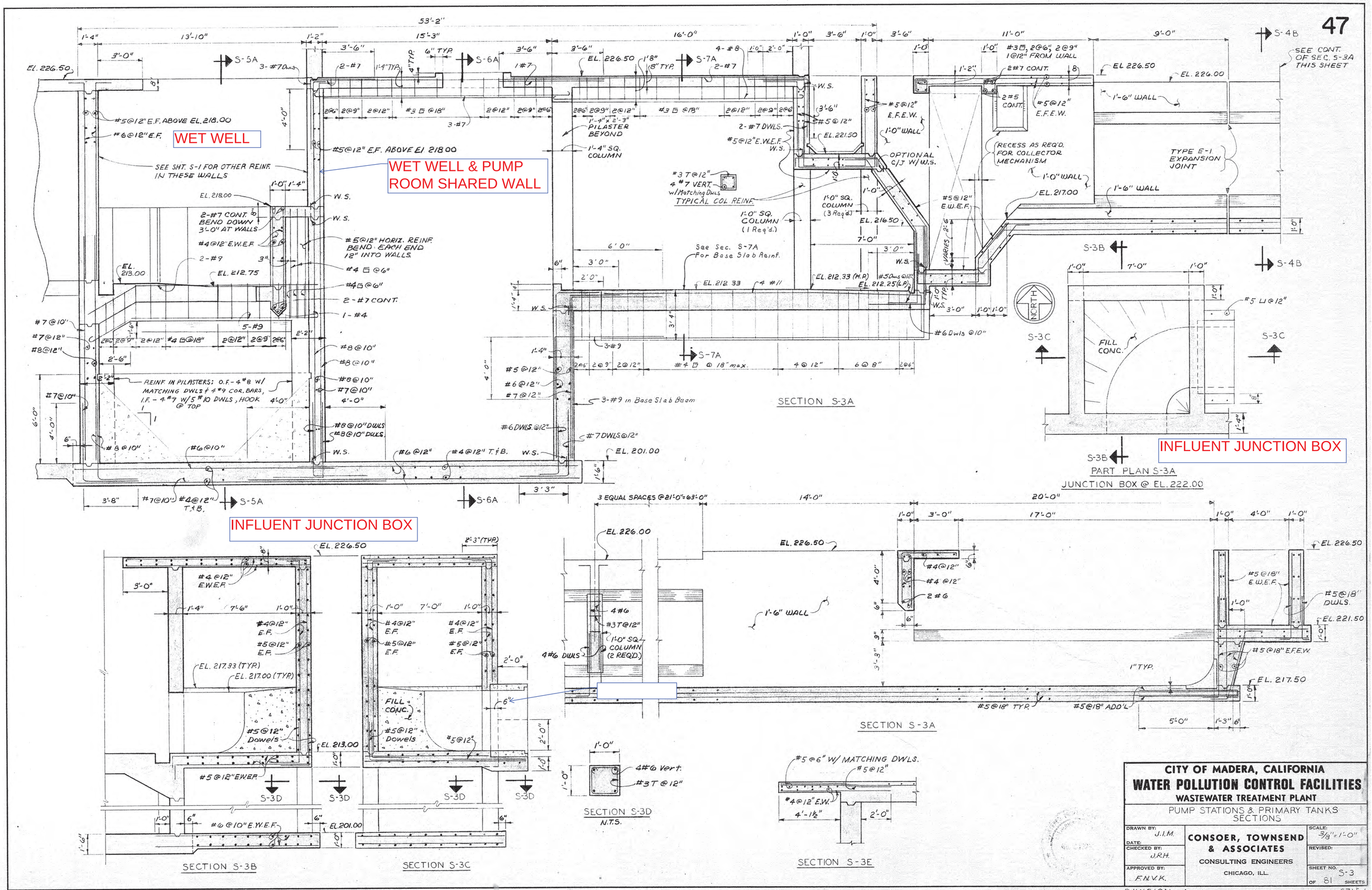
WASTEWATER TREATMENT PLANT

PUMP STATIONS & PRIMARY TANKS
TOP SLAB PLAN

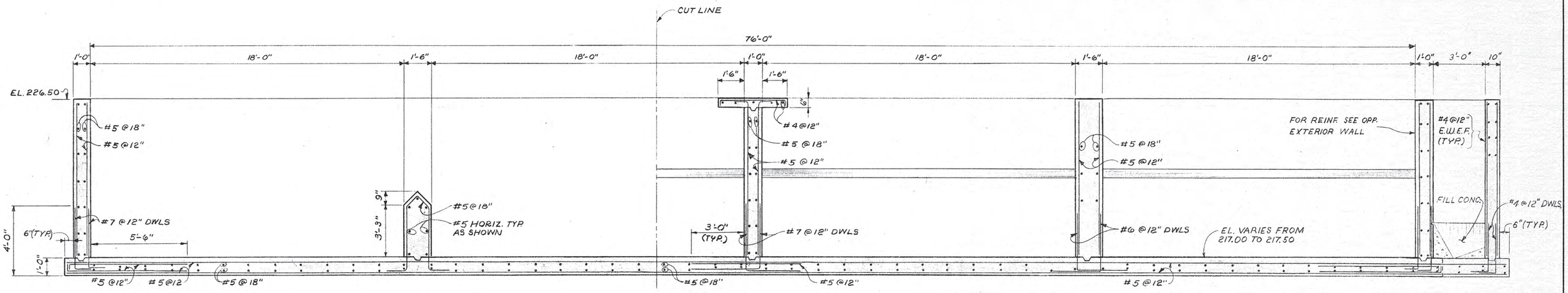
DRAWN BY: J.I.M.	**CONSOER, TOWNSEND & ASSOCIATES**	SCALE: 3/16"=1'-0"
DATE:	CONSULTING ENGINEERS	REVISED:
CHECKED BY: J.R.H.	CHICAGO, ILL. SAN JOSE, CALIF.	SHEET NO. S-2
APPROVED BY: F.N.V.K.		OF 81 SHEETS

DIVISION A

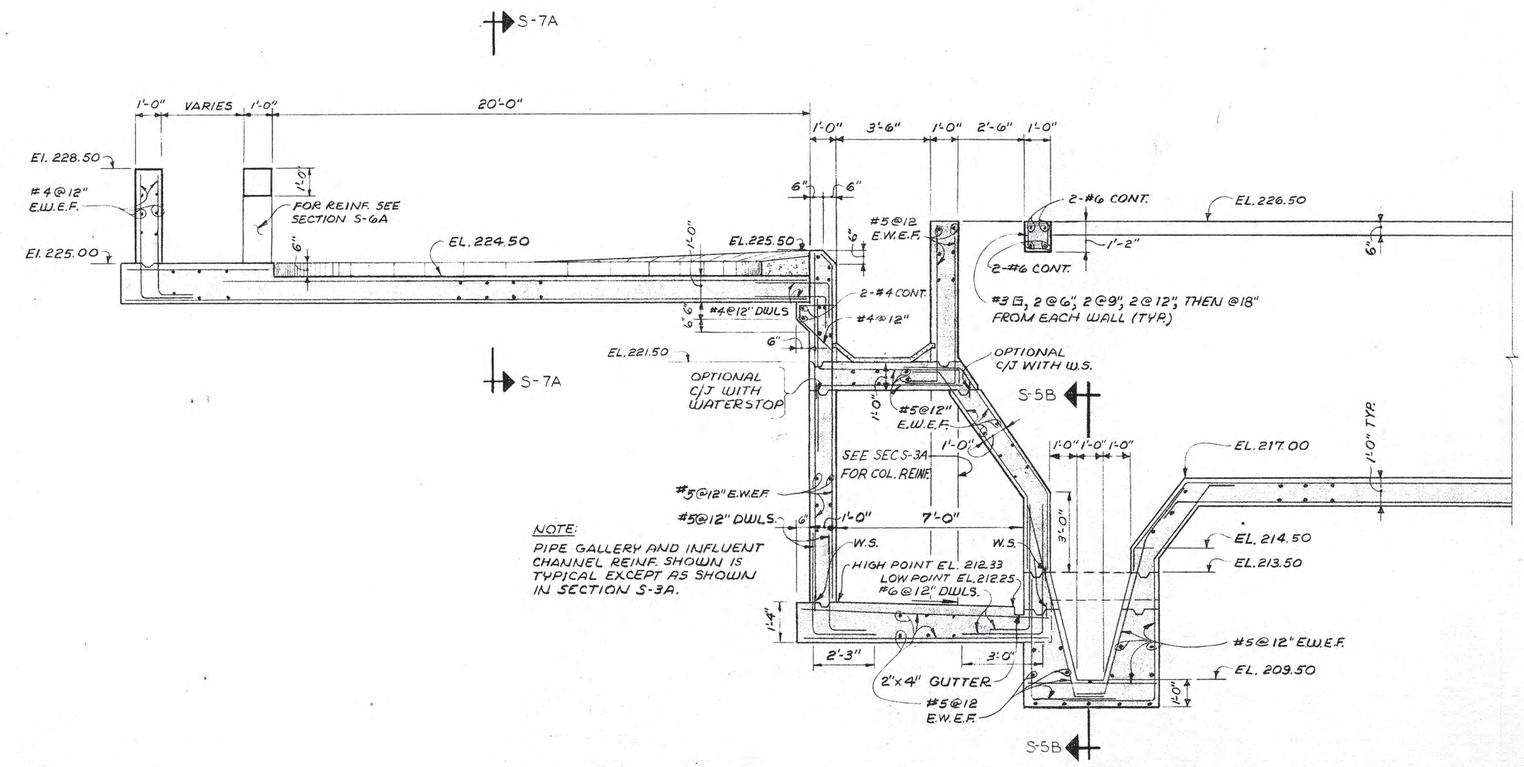
67154


47
WET WELL
WET WELL & PUMP ROOM SHARED WALL
INFLUENT JUNCTION BOX
INFLUENT JUNCTION BOX
SEE SHT. S-1 FOR OTHER REINF. IN THESE WALLS
#5@12" E.F. ABOVE EL. 218.00
#6@12" E.F.
#5@12" E.F. ABOVE EL 218.00
1'-4" SQ. COLUMN
1'-4" x 2'-3" PILASTER BEYOND
TYPICAL COL. REINF.
OPTIONAL C/J W/ W.S.
RECESS AS REQ'D. FOR COLLECTOR MECHANISM
TYPE E-1 EXPANSION JOINT
1'-6" WALL
1'-0" WALL
See Sec. S-7A For Base Slab Reinf.
REINF. IN PILASTERS: O.F. - 4 #8 W/ MATCHING DWLS + 4 #9 COR. BARS, I.F. - 4 #9 W/ 5 #10 DWLS, HOOK @ TOP
3-#9 in Base Slab Beam
SECTION S-3A
PART PLAN S-3A
JUNCTION BOX @ EL. 222.00
FILL CONC.
NORTH
SECTION S-3B
SECTION S-3C
SECTION S-3D
N.T.S.
SECTION S-3E
CITY OF MADERA, CALIFORNIA
WATER POLLUTION CONTROL FACILITIES
WASTEWATER TREATMENT PLANT
PUMP STATIONS & PRIMARY TANKS SECTIONS
DRAWN BY: J.I.M.
DATE:
CHECKED BY: J.R.H.
APPROVED BY: F.N.V.K.
CONSOER, TOWNSEND & ASSOCIATES
CONSULTING ENGINEERS
CHICAGO, ILL.
SCALE: 3/8" = 1'-0"
REVISED:
SHEET NO. S-3 OF 81 SHEETS
DIVISION A
67154

48

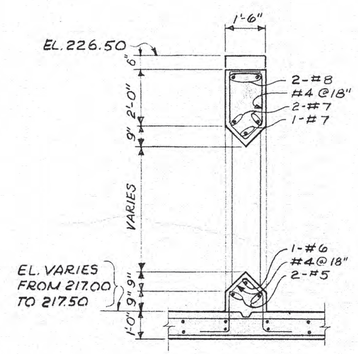


SECTION S-4A

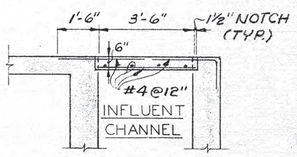


NOTE:
PIPE GALLERY AND INFLUENT CHANNEL REINF. SHOWN IS TYPICAL EXCEPT AS SHOWN IN SECTION S-3A.

SECTION S-4C



SECTION S-4C



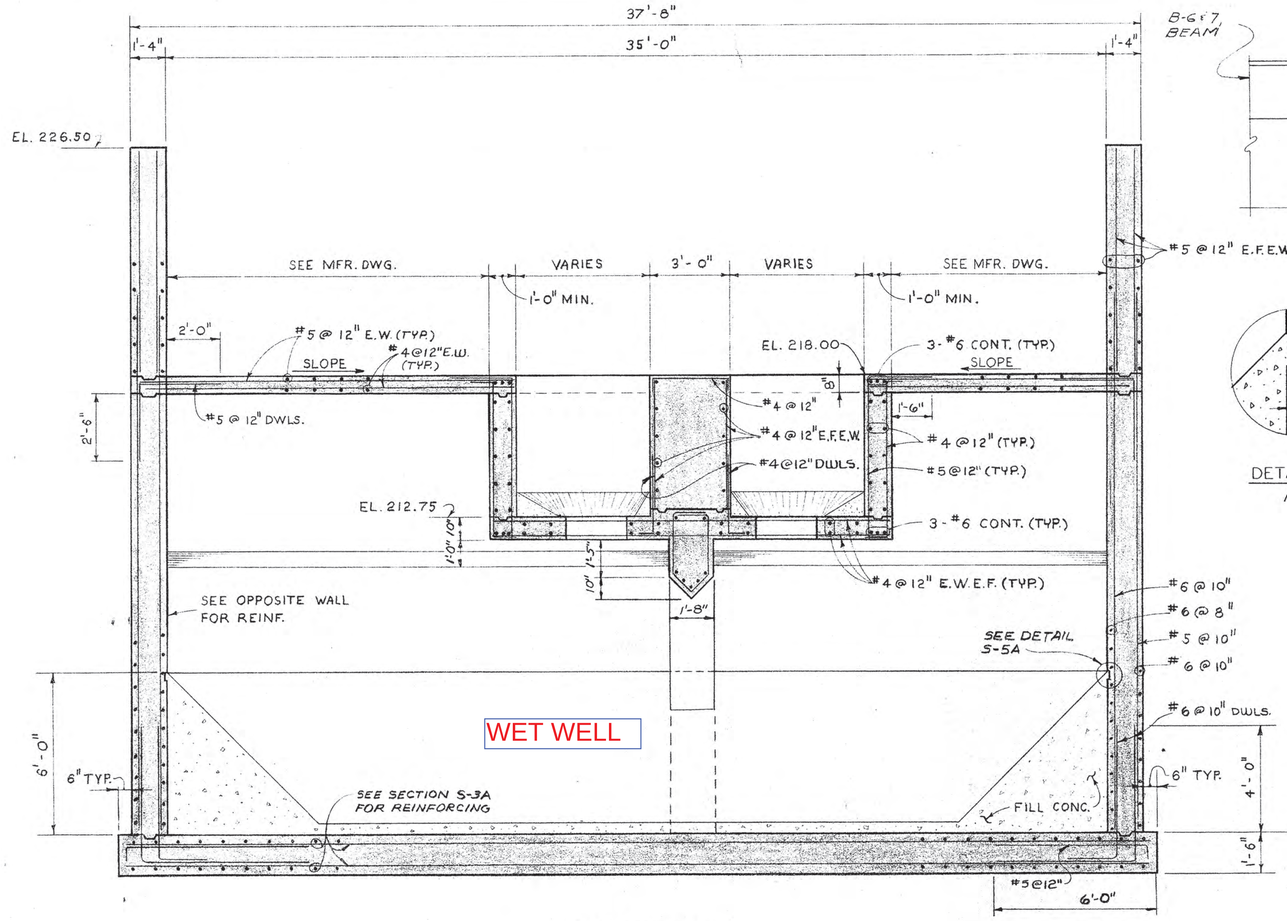
SECTION S-4D

CITY OF MADERA, CALIFORNIA **WATER POLLUTION CONTROL FACILITIES** WASTEWATER TREATMENT PLANT PRIMARY TANKS SECTIONS		
DRAWN BY: J.I.M. DATE: CHECKED BY: J.R.H APPROVED BY: F.N.V.K.	**CONSOER, TOWNSEND & ASSOCIATES** CONSULTING ENGINEERS CHICAGO, ILL.	SCALE: 3/8"=1'-0" REVISED: SHEET NO. S-4 OF 81 SHEETS

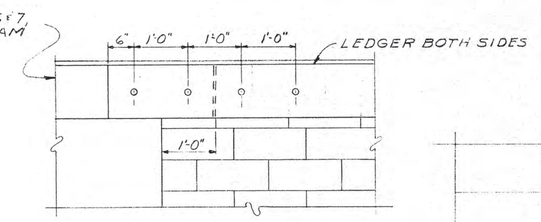
DIVISION A

67154

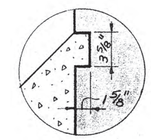
49



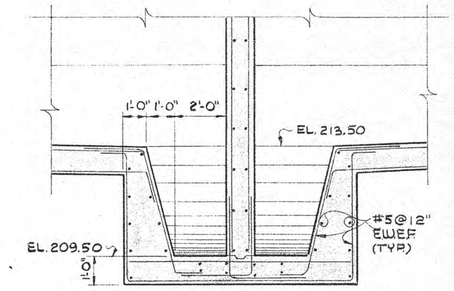
SECTION S-5A
SCALE: 3/8"=1'-0"



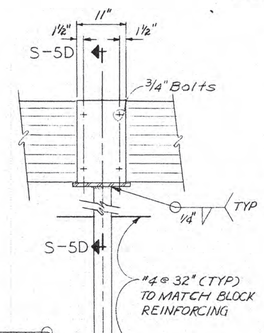
SECTION S-5I
NOT TO SCALE

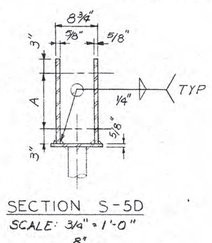


DETAIL S-5A
N.T.S.

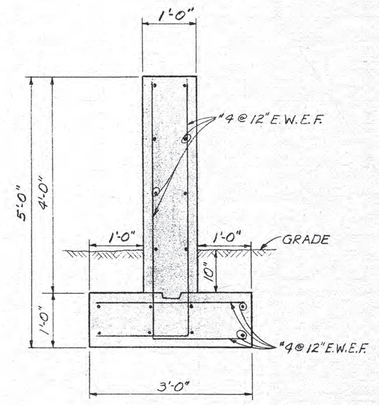


SECTION S-5B
SCALE: 3/8" = 1'-0"

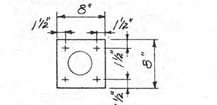




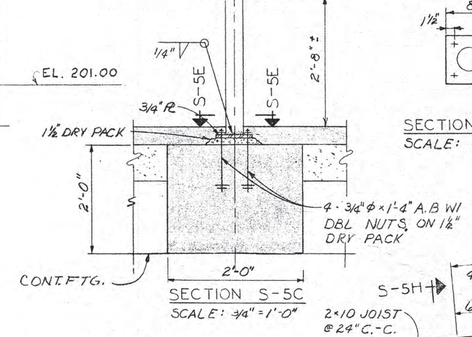
SECTION S-5D
SCALE: 3/4" = 1'-0"



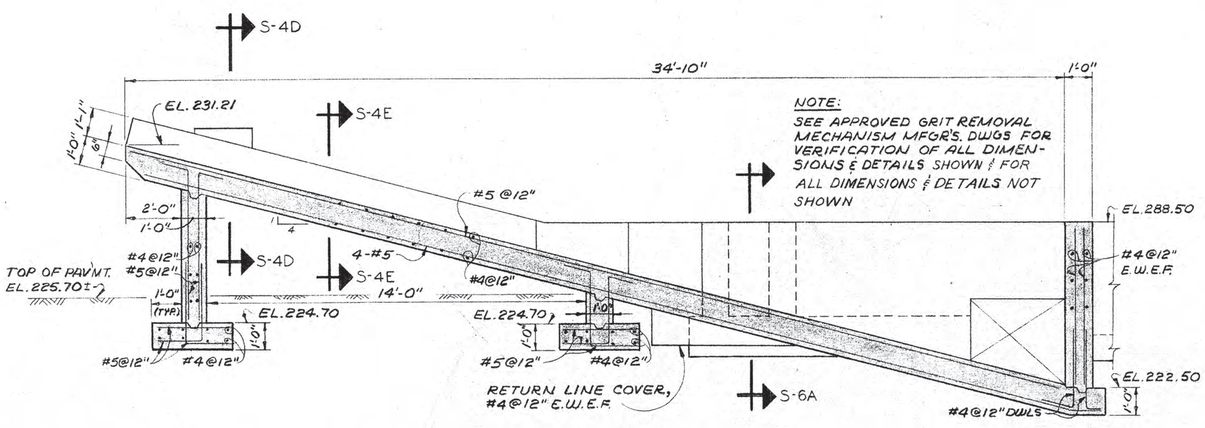
SECTION S-5F
SCALE: 3/4" = 1'-0"



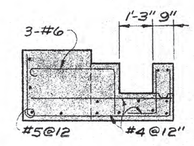
SECTION S-5E
SCALE: 1" = 1'-0"



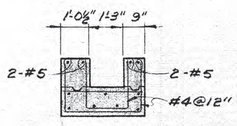
SECTION S-5C
SCALE: 3/4" = 1'-0"



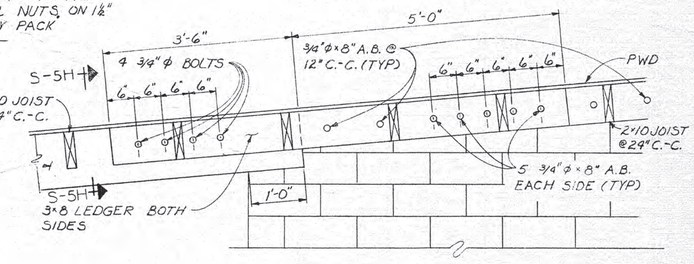
SECTION S-4C
SCALE: 3/8"=1'-0"



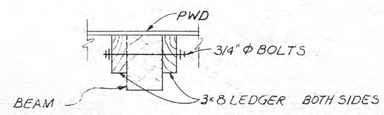
SECTION S-4D
SCALE: 3/8"=1'-0"



SECTION S-4E
SCALE: 3/8"=1'-0"



SECTION S-5G
SCALE: 3/4" = 1'-0"



SECTION S-5H
SCALE: 3/4" = 1'-0"

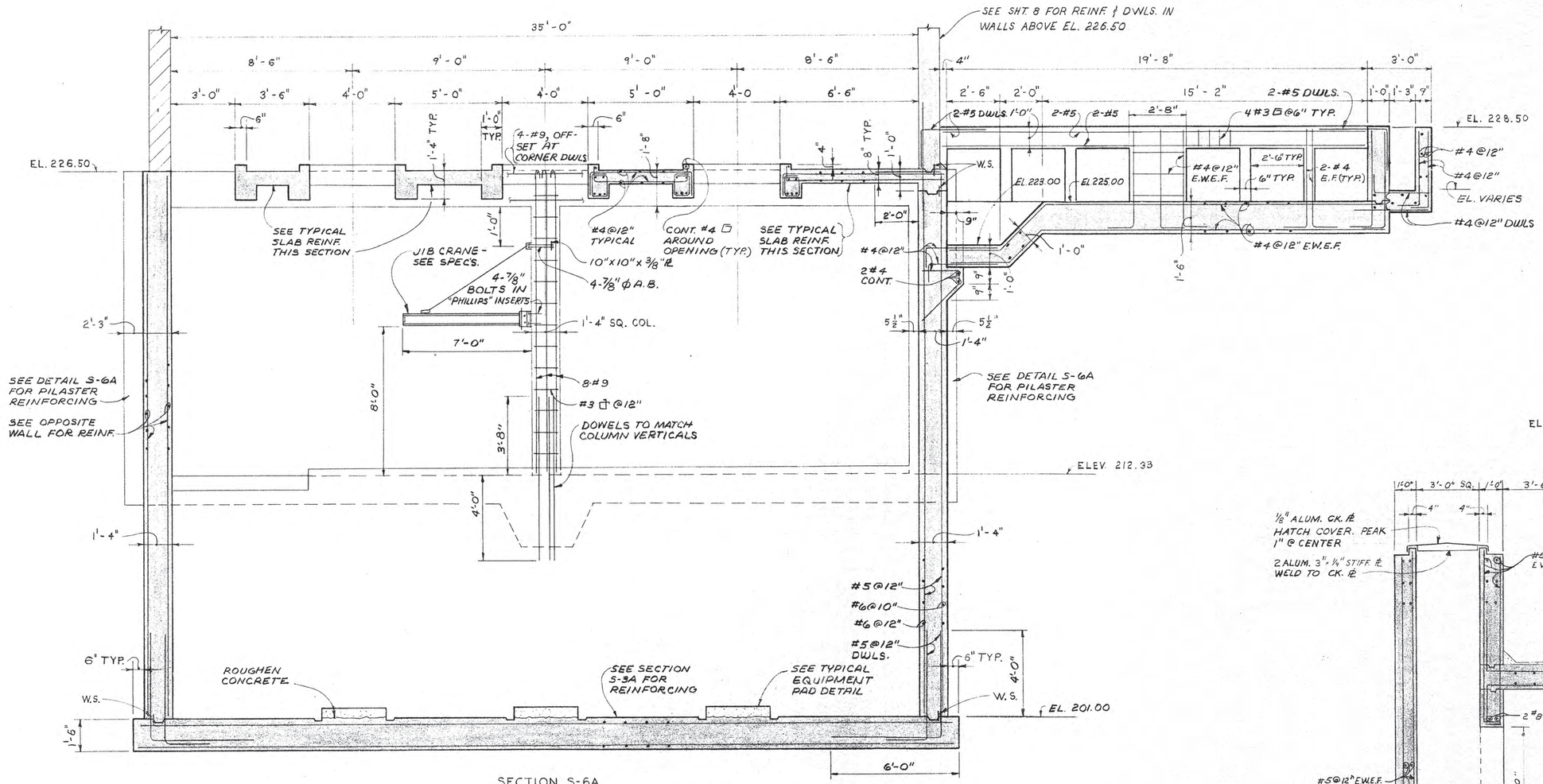
CITY OF MADERA, CALIFORNIA
WATER POLLUTION CONTROL FACILITIES
WASTEWATER TREATMENT PLANT

PUMP STATION WET WELL
SECTIONS & DETAILS

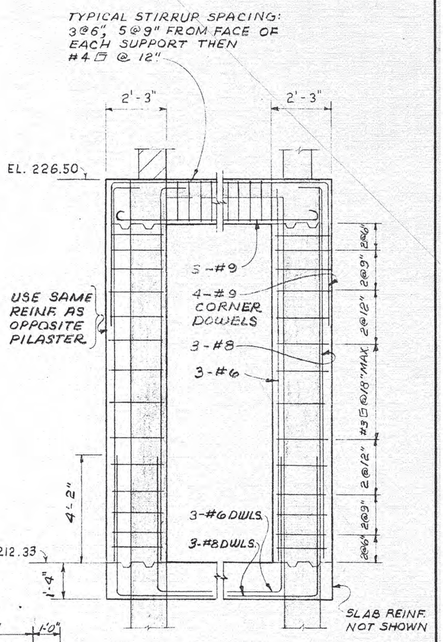
DRAWN BY: J.I.M.	CONSOER, TOWNSEND & ASSOCIATES	SCALE: AS SHOWN
DATE:		REVISED:
CHECKED BY: J.R.H.	CONSULTING ENGINEERS	
APPROVED BY: F.N.V.K.	CHICAGO, ILL. SAN JOSE, CALIF.	SHEET NO. S-5 OF 81 SHEETS

DIVISION A

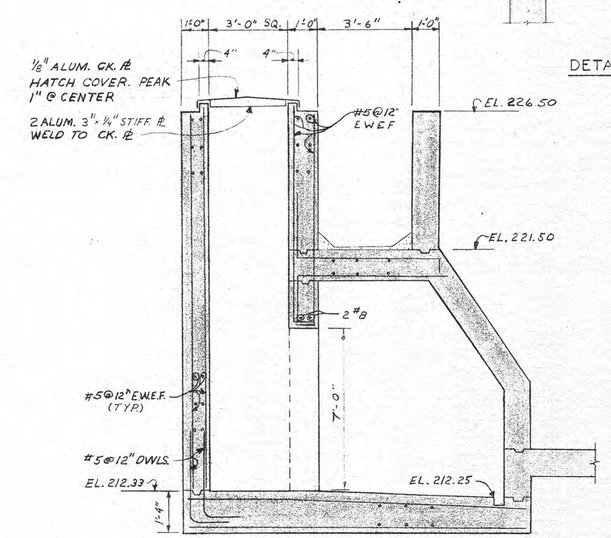
50



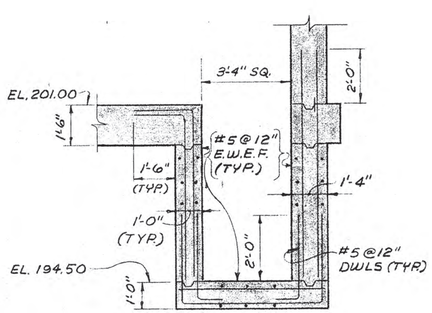
SECTION S-6A



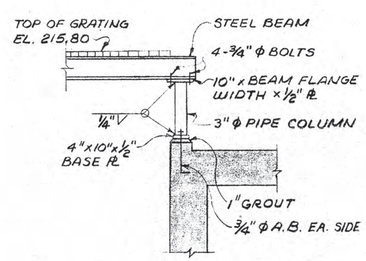
DETAIL S-6A



SECTION S-6D



SECTION S-6B



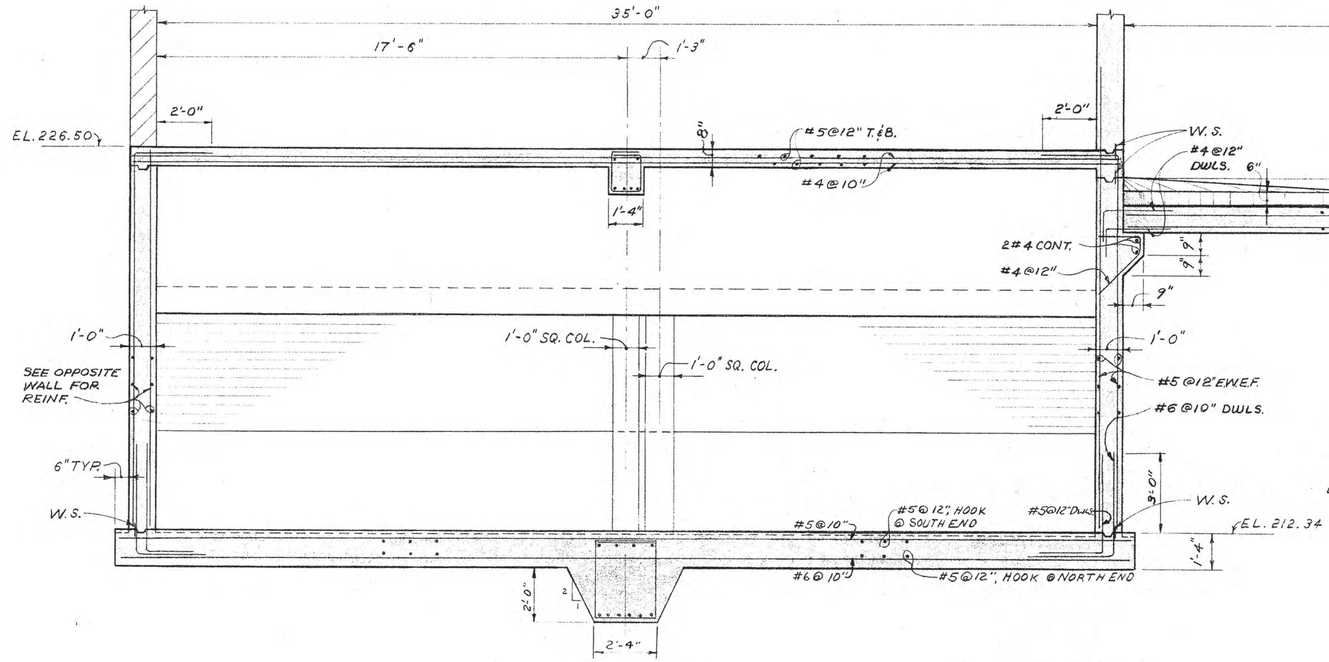
SECTION S-6C
TYPICAL BEAM SUPPORT

CITY OF MADERA, CALIFORNIA
WATER POLLUTION CONTROL FACILITIES
WASTEWATER TREATMENT PLANT
PUMP STATION & GRIT TANKS
SECTIONS & DETAILS

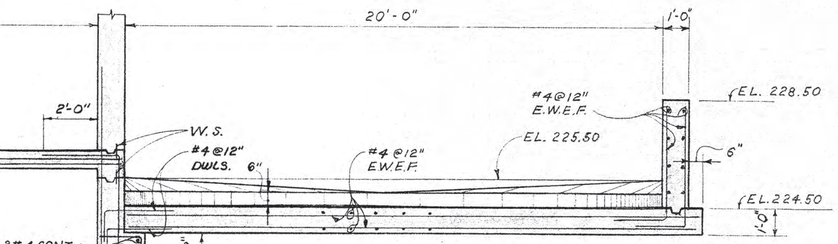
DRAWN BY: JGH	CONSOER, TOWNSEND & ASSOCIATES	SCALE: 3/8" = 1'-0"
DATE:		REVISED:
CHECKED BY: JRH	CONSULTING ENGINEERS	
APPROVED BY: F.N.V.K.	CHICAGO, ILL. SAN JOSE, CALIF.	SHEET NO. S-6 OF 81 SHEETS

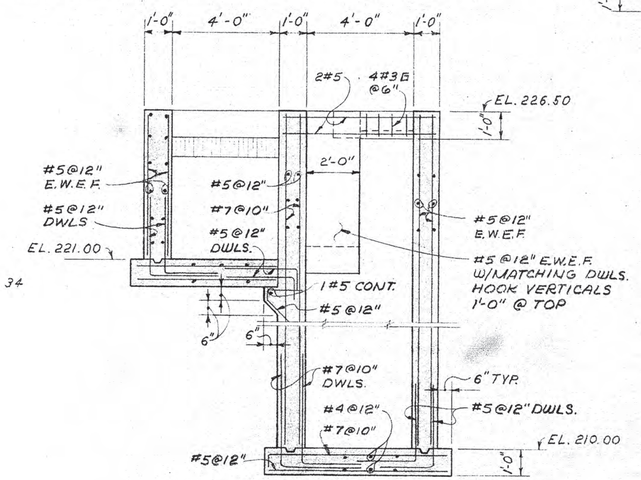
DIVISION A

51

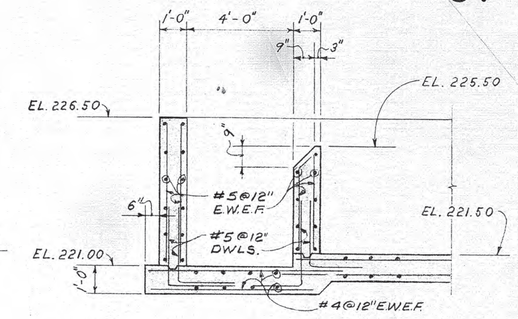


SECTION S-7A

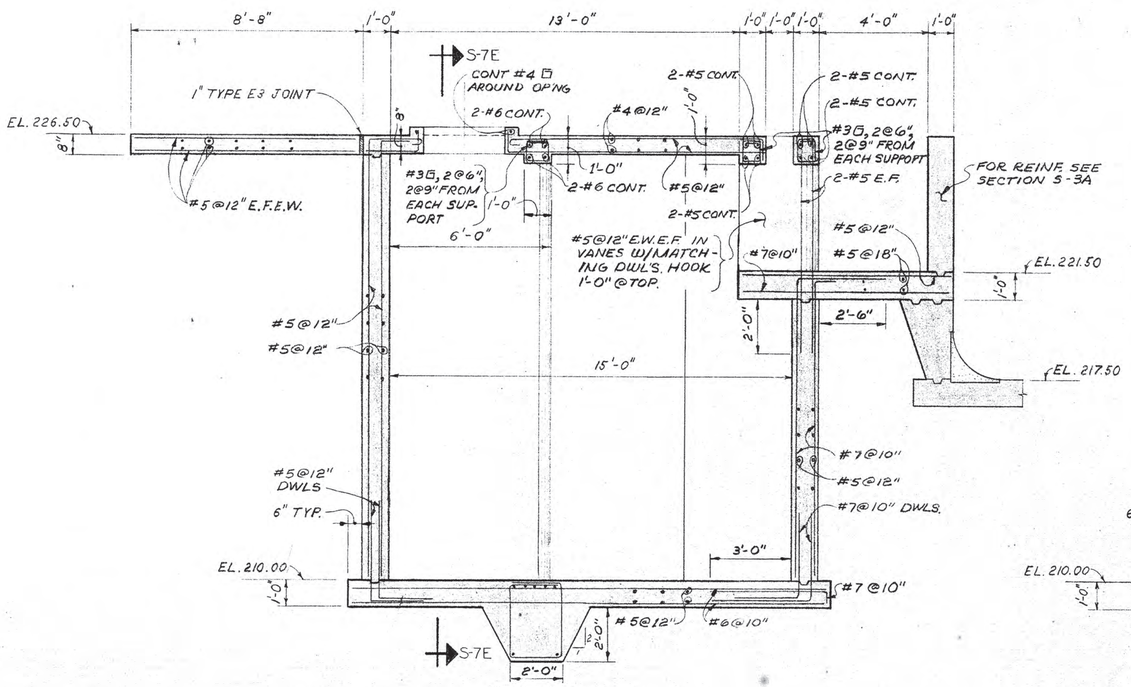




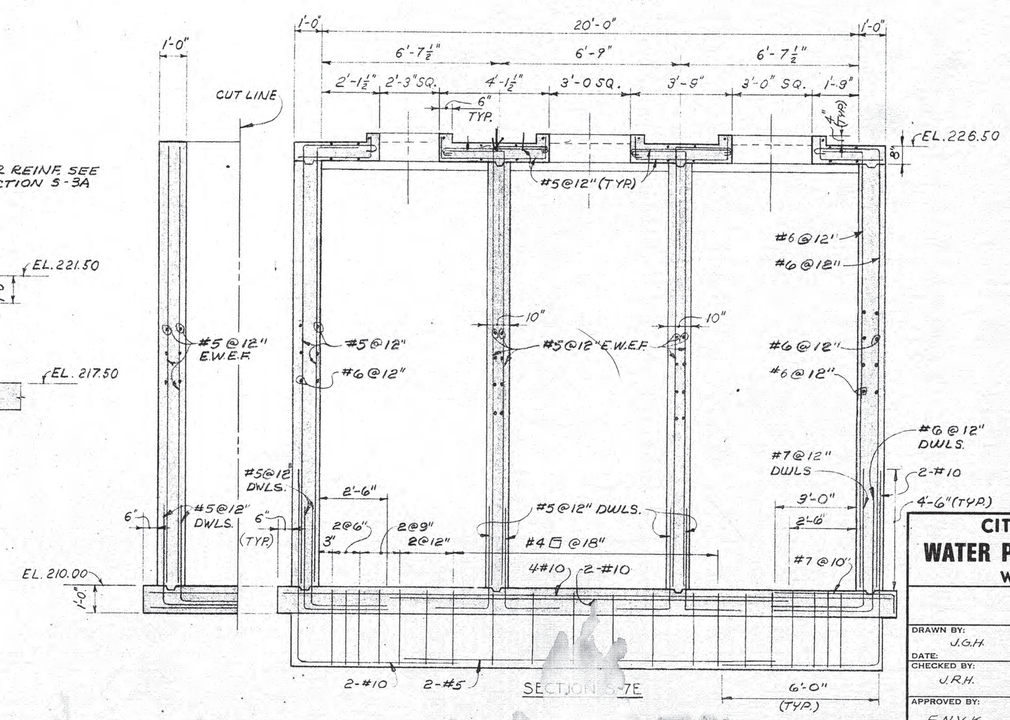
SECTION S-7C



SECTION S-7B



SECTION S-7D



SECTION S-7E

CITY OF MADERA, CALIFORNIA

WATER POLLUTION CONTROL FACILITIES

WASTEWATER TREATMENT PLANT

PUMP STATIONS
SECTIONS & DETAILS

DRAWN BY: J.G.H.	CONSOER, TOWNSEND & ASSOCIATES	SCALE: 3/8" = 1'-0"
DATE:		REVISED:
CHECKED BY: J.R.H.	CONSULTING ENGINEERS	
APPROVED BY: F.N.V.K.	CHICAGO, ILL. SAN JOSE, CALIF.	SHEET NO. S-7 OF SHEETS

DIVISION A

INFLUENT JUNCTION BOX ACCESS HATCH

INFLUENT JUNCTION BOX CONCRETE SURFACE DETERIORATION

WET WELL EXTERIOR TOP SLAB DETERIORATION

WET WELL EXTERIOR TOP SLAB DETERIORATION

WET WELL INTERIOR/EXTERIOR TOP SLAB DETERIORATION

WET WELL INTERIOR TOP SLAB & WALL DETERIORATION (UPPER 10 FEET)

WET WELL INTERIOR WALL DETERIORATION (UPPER 10 FEET)

WET WELL INTERIOR TOP SLAB & WALL (LOWER 7 FEET)

WET WELL INTERIOR TOP SLAB & WALL (LOWER 7 FEET)

WET WELL INTERIOR TOP SLAB & WALL (LOWER 7 FEET)

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting: September 16, 2026

Agenda Number: D-2

SUBJECT:

Award of Bid for Invitation for Bid (IFB) No. 202627-03, Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services

RECOMMENDATION:

1. Adopt a Resolution approving an On-Call Agreement to Witbro, Inc. dba Seal Rite Paving and Grading for Asphalt/Concrete Patching On-Call Services
2. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA)

SUMMARY:

The City requires the services of an on-call contractor to perform asphalt/concrete (AC) patching for the repair of small to medium sewer and water service trenches, as well as failed asphalt areas in streets and alleyways. On August 5, 2026, the City issued Invitation for Bid (IFB) No. 202627-03 for Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services. Bids were due no later than 4:00 p.m. on September 4, 2026, submitted electronically through the City's PlanetBids vendor portal.

Staff recommends Council award a one-year, on-call contract in an amount not to exceed $778,000, the amount budgeted for Fiscal Year 2026/2027, with the option to extend the contract for one additional one-year term by mutual agreement of the City and Contractor.

BACKGROUND:

The City's on-call AC patching contractor performs permanent pavement restoration following utility trench work (sewer and water repairs) and repairs failed asphalt areas in City streets and

alleyways. Based on prior years' experience, the City estimates the following approximate annual spend:

- AC patching services for repair of sewer, water, and other similar small to large service trenches, estimated at 7,000 to 100,000 square feet, at an average annual expenditure of approximately $250,000.
- Failed asphalt areas in alleyways, at an average annual expenditure of approximately $528,000.

These figures are estimates only and do not represent a guarantee of actual work volume or contract value; actual expenditures will vary based on funding availability, project priorities, and the scope of future infrastructure improvements.

Staff prepared IFB No. 202627-03. The IFB was released on August 5, 2026, with bids due on September 4, 2026. The IFB notice was published in the Madera Tribune on August 5, 2026, in accordance with the California Public Contract Code (PCC) and the City's purchasing policy. In addition, the IFB was published on the following platforms:

- City of Madera PlanetBids Vendor Portal
- Construction Bidboard (Ebidboard)
- Dodge Data & Analytics
- Placer County Contractors Association & Builders Exchange
- Builders' Exchange of San Joaquin
- Central California Builders Exchange
- Valley Builders Exchange

Regarding the bidding process, 263 bidders from the City's online vendor registry were notified. An additional 29 bidders licensed to perform the work identified in the scope of the IFB were notified through the City's informal construction bidder list. In efforts to attract local businesses, 28 vendors located in Madera and 9 vendors in Chowchilla who were licensed in the category of work were notified as identified from the State of California's Contractor Licensing Board website. A total of 21 potential bidders downloaded the project bid documents, and 18 indicated that they would bid. Bids were ultimately received from seven (7) vendors. The Procurement Services Manager reviewed all bids received for completeness, compliance with the solicitation requirements, and responsiveness.

To facilitate comparison of the bids, the solicitation included a sample scenario consisting of estimated quantities for the various bid items. The sample scenario was used solely to evaluate and compare the total proposed costs among bidders and does not represent the actual quantities or contract amount.

Based on the evaluation of the sample scenario, Tosted Asphalt, Inc. was determined to be the lowest bidder. But, after careful review of their bid, it was discovered that the Bid Bond did not have the dollar amount specified or the language "10% of bid amount" even though it was signed, notarized, and an acknowledgment in writing by the surety company senior vice president. This

omission renders the bond unenforceable. Therefore, Tosted Asphalt's bid is considered non-responsive at time of bid and therefore rejected.
The second lowest bid was Witbro, Inc., dba Seal Rite Paving and Grading and was found to be responsive and responsible.

The resulting contract will be based on the unit prices submitted for the individual line items in Bid Schedule A, as highlighted in Table 1, with payment made based on the actual quantities of work authorized and completed. The bid results for the sample scenario are summarized in Table 2.

Table 1: *Bid schedule per bidder*

Bidder	Price per SF Concrete Patching plus CQS-1H Fog Seal (0-499 SF)	Price per SF Concrete Patching plus CQS-1H Fog Seal (500-699 SF)	Price per SF Concrete Patching plus CQS-1H Fog Seal (700+ SF)	Price per SF Saw Cutting
Tosted Asphalt, Inc.[(a)]	$15.63	$15.25	$14.88	$25.00
Witbro, Inc. dba Seal Rite Paving & Grading	**$18.37**	**$16.45**	**$12.75**	**$5.00**
United Pavement Maintenance, Inc.	$24.55	$19.40	$18.80	$8.10
Martin Brothers Construction	$11,525.00	$22.50	$17.35	$4.60
Arrow Construction	$20.00	$16.00	$15.00	$1.00
QA Constructors, Inc.	$40.00	$20.00	$6.40	$10.00
Cal Valley Construction, Inc.	$39.00	$32.00	$29.00	$35.00

[(a)] Rejected as non-responsive.

Table 2: *Sample Scenario Bid Summary*

Bidder	Bid Amount
Tosted Asphalt, Inc.[(a)]	$245,550
Witbro, Inc. dba Seal Rite Paving & Grading	**$370,348**
United Pavement Maintenance, Inc.	$430,212
Martin Brothers Construction	$430,822

Arrow Construction	$559,400
QA Constructors, Inc.	$586,600
Cal Valley Construction, Inc.	$2,596,600
[a] Rejected as non-responsive.	

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that this project would be categorically exempt pursuant to CEQA Guidelines section 15301, Class 1 (Existing Facilities), as the project would perform asphalt/concrete (AC) patching for the repair of small to medium sewer and water service trenches, as well as failed asphalt areas in streets and alleyways. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable.

FINANCIAL IMPACT:

The adopted budget includes $778,000 AC/Concrete Patching On-Call Services. This is a unit-price, on-call contract; actual expenditures will be based on the unit prices submitted by the awarded Contractor and the quantities of work actually ordered by the City, and are not to exceed an amount of $778,000.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution and Award of Bid for (IFB) No. 202627-03, Asphalt/Concrete Patching On-Call Services to Witbro, Inc. dba Seal Rite Paving & Grading and authorize the City Manager, to execute all necessary documents and take any actions required to implement the approved action.

ATTACHMENTS:

1. Resolution Awarding Invitation for Bid (IFB) No. 202627-03 to Witbro, Inc. dban a Seal Rite Paving and Grading for Asphalt/Concrete Patching On-Call Services
    a. Exhibit A: On-Call Agreement
        i. Exhibit A – CONTRACTOR complete bid as submitted on 9/4/2026
        ii. Exhibit B – Addenda No. 1, Dated 08/26/2026
        iii. Exhibit C – Addenda No. 2, Dated 08/27/2026
        iv. Exhibit D – Addenda No. 3, Dated 08/31/2026
        v. Exhibit E – Insurance Requirements for Contractors as Specified in IFB
        vi. Exhibit F – IFB 202627-03 Fiscal Year 2026/2027 Asphalt-Concrete Patching On-Call Services

RESOLUTION NO. 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING INVITATION FOR BID (IFB) NO. 202627-03 TO WITBRO, INC. DBA SEAL RITE PAVING AND GRADING FOR FISCAL YEAR 2026/2027 ASPHALT/CONCRETE PATCHING ON-CALL SERVICES

WHEREAS, the City of Madera ("City") requires on-call asphalt/concrete (AC) patching services for the repair of small to medium sewer and water service trenches, and failed asphalt areas in streets and alleyways, throughout the City; and

WHEREAS, on August 5, 2026, the City issued Invitation for Bid (IFB) No. 202627-03 for Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services, pursuant to California Public Contract Code section 22000 et seq.; and

WHEREAS, the IFB was advertised and made available to prospective bidders through the City's PlanetBids vendor portal, and electronic bids were due no later than 4:00 p.m. on September 4, 2026; and

WHEREAS, the City received 7 bids in response to the IFB, which were opened and reviewed by City staff for responsiveness and responsibility in accordance with the terms of the IFB; and

WHEREAS, apparent low bidder Tosted Asphalt submitted a Bid Bond that did not have the dollar amount specified or the language "10% of bid amount" even though it was signed, notarized, and an acknowledgment in writing by the surety company senior vice president. This omission renders the bond unenforceable; and

WHEREAS, the second low bidder, Witbro, Inc. dba Seal Rite Paving and Grading submitted a responsive bid and is a responsible bidder; and

WHEREAS, Seven Hundred Seventy-Eight Thousand Dollars ($778,000) has been budgeted for this contract in the City's Fiscal Year 2026/2027 budget; and

WHEREAS, the City desires to award a one-year, on-call contract to Witbro, Inc. dba Seal Rite Paving and Grading with the option to extend the contract for one additional one-year term by mutual agreement of the City and Contractor, substantially in accordance with the Sample Construction Agreement included as Attachment A to the IFB.

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

1. The above recitals are true and correct.

2. The City must award all public works contracts to the lowest responsible responsive bidder. A "bid is responsive if it promises to do what the bidding instructions demand." (*Taylor Bus Serv., Inc. v. San Diego Bd. of Educ*., 195 Cal.App. 3d 1331 (1987).) A bid must also conform to the material terms of the bid package. (*DeSilva Gates Constr. v.*

Department of Transp., 242 CA4th 1409 (2015(.) Here, the City Council finds that a bid bond was required to be submitted as part of the bid packet, the partial bid submitted by Toasted Asphalt, Inc., is defective and does not conform with the bid package as the bond did not have the dollar amount specified or the language "10% of bid amount." Additionally, the City Council finds the defective bid bond gives the bidder an opportunity to avoid its obligation to perform by withdrawing its bid without forfeiting its bid security, and therefore this mistake is both material and consequential. As a result, the City Council finds the bid of Toasted Asphalt, Inc., is nonresponsive and is rejected.

3. CEQA: The City has performed a preliminary environmental assessment of this project and, pursuant to California Environmental Quality Act (CEQA) section 15301 (Existing Facilities), finds this project is exempt under CEQA as it for the repair and maintenance of small to medium sewer and water service trenches, as well as failed asphalt areas in streets and alleyways. Furthermore, the City Council finds that none of the exceptions to the exemptions set forth in CEQA Guidelines section 15300.2 are applicable to this project.

4. The City Council hereby awards Invitation for Bid (IFB) No. 202627-03 for Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services to Witbro, Inc. dba Seal Rite Paving and Grading the lowest responsive, responsible bidder, in an amount not to exceed Seven Hundred Seventy-Eight Thousand Dollars ($778,000), with the option to extend the contract for one additional one-year term upon mutual agreement of the parties.

5. This Resolution is effective immediately upon adoption.

* * * * * * * * *

Exhibit A

CONSTRUCTION AGREEMENT

IFB 202627-03 Fiscal Year 2026/2027 Asphalt-Concrete Patching On-Call Services

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER" or "CITY"** and **Witbro, Inc. dba Seal Rite Paving and Grading** doing business as (an individual), or (a partnership), or (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.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"**IFB 202627-03 Fiscal Year 2026/2027 Asphalt-Concrete Patching On-Call Services."

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within 30 calendar days per assigned location. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $778,000.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before **OWNER** executes this AGREEMENT.

This Agreement shall be effective on September 16, 2026, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through September 16, 2027, unless otherwise terminated earlier by one of the parties pursuant to Section 21 of this Agreement. The term may be extended by the City Manager in writing if extension is limited to term only and if mutually agreed to at least 90 days in advance of expiration for a period not to exceed one (1) additional year.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, payment in full for the **WORK** described in the **CONTRACT DOCUMENTS** based solely on the unit prices set forth in Exhibit A**. WORK** performed **at** unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted, multiplied by the applicable unit prices. Any adjustments for changes in the WORK must be authorized in writing by **OWNER**.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**, attached hereto as:

Exhibit A. **CONTRACTOR** Complete Bid as Submitted on 09/04/2026

Exhibit B. Addenda No. 1, Dated 08/26/2026
Exhibit C. Addenda No. 2, Dated 08/27/2026
Exhibit D. Addenda No. 3, Dated 08/31/2026
Exhibit E. Insurance Requirements for Contractors as Specified in IFB
Exhibit F. IFB 202627-03 Fiscal Year 2026/2027 Asphalt-Concrete Patching On-Call Services

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Five Hundred Eighty-Five Dollars ($585.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

8A. Claims Resolution Process For Disputes.

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

and prior to the commencement of such work.

The following provisions are intended by **CONTRACTOR** and **OWNER** to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

1) 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:

   a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by **OWNER** under this Contract.
   b) 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.
   c) Payment of an amount that is disputed by the **OWNER**.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.

8) **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**.

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

10) 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.

11) Filing of Action on Unresolved Claims:
The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

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

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

11. 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. Pursuant to the provisions of Section 1770 of the California Labor Code, **OWNER** has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of **OWNER** and shall be made available for viewing to any interested party upon request. The **CONTRACTOR** and each subcontractor shall forfeit as a penalty to **OWNER** not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the **CONTRACTOR**.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all **CONTRACTOR**s 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, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, **CONTRACTOR** shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial 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.

13. Payroll Records. The **CONTRACTOR** shall comply with Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in

the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty **CONTRACTOR**s not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

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

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

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

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTOR**s on the public work site are

making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

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

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

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

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

This Agreement shall be held to be completed when the work is finished in accordance

with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **CONTRACTOR** shall indemnify, defend with legal counsel approved by **CITY**, and hold harmless **CITY**, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **CONTRACTOR's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the **CITY**. Should conflict of interest principles preclude a single legal counsel from representing both **CITY** and **CONTRACTOR,** or should **CITY** otherwise find **CONTRACTOR's** legal counsel unacceptable, then **CONTRACTOR** shall reimburse the **CITY** its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **CONTRACTOR** shall promptly pay any final judgment rendered against the **CITY** (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **CONTRACTOR'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of **CITY** under any provision of this Agreement, **CONTRACTOR** shall not be required to indemnify and hold harmless **CITY** for liability attributable to the active negligence of **CITY**, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where **CITY** is shown to have been actively negligent and where **CITY'S** active negligence accounts for only a percentage of the liability involved, the obligation of **CONTRACTOR** will be for that entire portion or percentage of liability not attributable to the active negligence of **CITY**.

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

19. Insurance. **CONTRACTOR** must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for **CONTRACTOR**s.

20. Amendments. 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.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

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

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the **CITY**;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the **OWNER** will consider the **CONTRACTOR** in default of the Contract.

2. Notices: Notices and other written communications regarding default between the **CONTRACTOR**, the **OWNER**, and the SURETY shall be transmitted as follows:

(a) 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 the **CONTRACTOR** by personal delivery may be made to the **CONTRACTOR'S** authorized representative at the Work site; or

(b) 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 **OWNER** 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.

3. Notice to Cure: The **OWNER** will issue a written notice to cure the default to the **CONTRACTOR** and its Surety. The **CONTRACTOR** shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the **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 **OWNER** will recommend to the City Council that the **CONTRACTOR** be found in default of the Contract and upon such finding by the City Council will terminate the **CONTRACTOR**'s right to perform under the Contract by issuing a written notice of termination for default to the **CONTRACTOR** and its Surety;

   The provisions of this subsection shall be in addition to all other legal rights and remedies available to the **OWNER**.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the **CONTRACTOR** under the Contract. If the Surety fails to protect and maintain the Work site, the **OWNER** may do so, and may recover all costs incurred. The Surety shall notify the **OWNER** that it is assuming all rights, obligations, and liabilities of the **CONTRACTOR** under the Contract and all money that is due, or would become due, to the **CONTRACTOR** shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

   Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the **OWNER** a written plan detailing the course of action it intends to take to remedy the default. The **OWNER** will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the **OWNER**, the **OWNER** may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the **OWNER** deems to be expedient. The cost of completing the Work by the **OWNER** shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the **OWNER**, within 30 Days after the

OWNER submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the **OWNER** by the acts of the **CONTRACTOR**.

B. Termination of the Contract for Convenience.

The **OWNER** may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the **OWNER**.

1. Notice: The **OWNER** will issue a written notice of termination for convenience as follows:
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 the **CONTRACTOR** by personal delivery may be made to the **CONTRACTOR**'s authorized representative at the Work site; or
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 **OWNER** 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.

2. Cessation of Work: Upon receipt, the **CONTRACTOR** shall immediately cease work, except work the **CONTRACTOR** is directed to complete by the Engineer or required to complete for public safety and convenience. The **CONTRACTOR** shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The **CONTRACTOR** will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the **CITY**:
Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the **CONTRACTOR**:
Brooke Ashjian
Witbro, Inc. dba Seal Rite Paving and Grading
4237 W. Swift Avenue
Fresno, CA 93722

All notices and communications from shall be to **CITY'S** designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. 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 of the Contract Documents. **CONTRACTOR** hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, 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.

23. Compliance with Laws. **CITY** shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of **CITY'S** services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards

or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

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

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

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

27. Contractor's Legal Authority. 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.

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

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the **CONTRACTOR** under this Agreement, it is mutually understood and agreed that the **CONTRACTOR**, including any and all of **CONTRACTOR'S** officers, agents and employees will, at all times, be acting and performing as an independent **CONTRACTOR**, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **CITY.** Furthermore, **CITY** shall have no right to control or supervise or direct the manner or method by which **CONTRACTOR** shall perform its work and functions. The **CONTRACTOR** 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. **CITY** shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, **CITY** shall be solely responsible and hold **CITY** harmless from all matters relating to payment of **CITY'S** employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, **CITY** may be providing services to others unrelated to **CITY** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between **CITY** and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the **CITY** and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor **CITY** will assign its interest in this Agreement without the written consent of the other.

32. 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 relates 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

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

33. Binding Agreement. 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 WHEREOF 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)

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

WITBRO, INC. DBA SEAL RITE PAVING AND GRADING (CONTRACTOR)

By: _____
Contractor (signature)

_____
Printed Name and Title

77-0419978
Federal Tax I.D. No.

805585
Contractor License Number

10000037772
DIR Registration Number

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

Acknowledgment

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

State of California)

County of _____)

On _____, 2026 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

INCLUDE THIS PAGE WITH BID

Bidder Checklist

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

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE**
[X] 3. **BID PROPOSAL SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:
   [ ] Certified Check [X] Bidder's Bond (submitted on form in this IFB)
   [ ] Cashier's Check [ ] Irrevocable Letter of Credit
   [ ] Certificate of Deposit
[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 10. **CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)**
[X] 11. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 11. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov no sooner than bid submittal date and time, and no later than three business days from the date of the bid opening.

[X] **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Bid Schedule

The following Base Bid Schedule A lists the items necessary to complete the work. Each item is all inclusive and must factor in ALL costs including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and any other fees necessary for the Contractor to perform the work.

BIDDER must fully complete the schedule including the amount in words of EACH ITEM. If the unit price of any item is inconsistent with the amount in words, the amount in words shall prevail. Payment of each item will be based on the actual quantities ordered and received by the OWNER, except for those items bid lump sum and those items that are noted as fixed quantities.

The OWNER reserves the right to reject any bid deemed mathematically or materially unbalanced. A bid may be considered unbalanced if unit prices are significantly disproportionate to the work to be performed or if nominal prices are submitted for some items and disproportionately high prices for others.

Quantities listed are approximate and provided solely for comparative purposes. The representative scenarios in Scenario Bid Schedule B are provided solely for bid evaluation purposes. The quantities shown in Scenario Bid Schedule B do not constitute estimated quantities, guarantees, or commitments by the OWNER. Actual work shall be ordered and paid based on the unit prices submitted in the Bid Schedule A – Base Bid, which may be more or less than the approximate quantities listed here.

BID SCHEDULE A - BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	AMOUNT IN WORDS
1.	Concrete Patching plus CQS-1H Fog Seal	SF	000 to 499	$18.37	eighteen dollars and thirty-seven cents
2.	Concrete Patching plus CQS-1H Fog Seal	SF	500 to 699	$16.45	sixteen dollars and forty-five cents
3.	Concrete Patching plus CQS-1H Fog Seal	SF	700+	$12.75	twelve dollars and seventy-five cents
4.	Saw Cutting	LF	All	$5	five dollars and zero cents

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

INCLUDE THIS PAGE WITH BID

These scenarios represent a typical utility patch repair and a typical alley rehabilitation. Place your totals in the boxes below. This will be used for evaluation purposes only. Actual work shall be ordered and paid based on the unit prices submitted in Bid Schedule A – BASE BID.

BID SCHEDULE B - SCENARIO			
ITEM NO.	DESCRIPTION	SIZE	TOTAL
1.	Utility Patch Repair as Specified in IFB 202627-03	400 SF	$7,348.00
2.	Alley Rehabilitation as Specified in IFB 202627-03	3,400 SY	$122,400.00
3.	Utility Patch Repair as Specified in IFB 202627-03	800 SF	$10,200.00
4	Alley Rehabilitation as Specified in IFB 202627-03	6,400 SY	$230,400.00
TOTAL BID SCHEDULE B - SCENARIO **(FOR EVALUATION PURPOSES ONLY)**			$370,348.00

INCLUDE THIS PAGE WITH BID

Bid Proposal Signature Page

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with FIFTEEN (15) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

DATE	9/4/2026
COMPANY NAME	Witbro Inc. Dba Seal Rite Paving & Grading
STREET ADDRESS	4237 W. Swift Ave
CITY/STATE/ZIP	Fresno CA 93722
PHONE NUMBER	(559)222-7325
EMAIL	bids@sealritepaving.com
PERSON PREPARING BID	Brooke Ashjian
TITLE	CEO/Owner
SIGNATURE	
CITY OF MADERA BUS. LIC. NO.	1082
CA CONTRACTOR'S LIC. NO. & CLASS	805585 Class A
DIR REGISTRATION NO. & WORK CLASSIFICATION	1000003772
FEDERAL TAX ID NO.	77-0419978

Attest
(Seal if bid is by a corporation)

INCLUDE THIS PAGE WITH BID

Subcontractor Listing

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

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

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

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

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

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

To the CITY of MADERA

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

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

Name of Bidder	Witbro Inc. dba Seal Rite Paving & Grading
Signature	
Name	Brooke Ashjian
Title	CEO/ Owner
Dated	9/4/2026

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

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

Yes _____ No __X__

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

_____

_____

_____

Public Contract Code 10232 Statement

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

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

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

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

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

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

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

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

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

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	[x]
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	[x]
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	[x]
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	[x]
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	[x]
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	[x]
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

Signature

Brooke Ashjian

(name)

4237 W. Swift Ave

(address)

Fresno CA 93722

(city state zip)

☐ Additional page(s) attached.

ADDENDUM NO. 1

August 26, 2026

RE: IFB 202627-07 FY2026/2027 Asphalt/Concrete Patching On-Call Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 4, 2026

No.	Attachments	Number of Pages
1.	Q&A through 5:00pm, August 25, 2026	2

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Witbeck INC. dba Seal Rite Paving & Grading
Signature:
Acknowledged by: Brooke Ashjian

Questions Received through 5:00pm, August 25, 2026

Q 1: Is there any compaction testing or 3rd party testing required to be provided by the contractor? Typically compaction testing is provided by the owner/client.

A 1: No compaction testing.

Q 2: Can separate items for traffic control be provided so the city is only paying for it when required?

A 2: Traffic control to be built into the cost of the unit prices. Traffic control will consist of advanced warning signage, we do not anticipate lane closures.

Q 3: Section 17 on page 27 of the specs details out a local company encouragement. Is there a local bidders preference or requirement to be local since this is an on-call contract that will require fast response time as to not create safety hazards due to lack of time to complete the asphalt work?

A 3: We *encourage* local business engagement - there is no local bidder preference *requirement.*

Q 4: Will the contractor need an encroachment permit? WIll the encroachment permit be a no-fee encroachment permit?

A 4: No encroachment permit required.

Q 5: Please define the alley rehab units on page 11 of the proposal. There are two units, one for 3400 square yards, and another for 6400 square yards. Are these for asphalt replacement?

A 5: Alley rehab will consist of replacing dirt alleys with paved asphalt. Alleys to be paved to 3" paving depth, allowing all gates to open freely when complete, water to drain to street, dirt removal if needed.

Q 6: Bid Schedule B: Regarding the "Total Amount," could you please clarify whether this is intended to represent the total bid amount based on the estimated quantities and unit prices, or if it refers to something else?

A 6: We provided two bid schedules with this IFB: Schedule A is intended to establish unit pricing for AC patch paving based on various patch sizes (e.g., up to 499 SF, up to 699 SF, etc.). These unit prices may be used by the City when assigning work during the contract term. Schedule B provides representative work scenarios and quantities and is intended to be priced as a complete, all-inclusive cost to perform the specified work in accordance with the IFB. Schedule B will be used for bid comparison and determination of the lowest responsive and responsible bidder. The scenarios and quantities in Schedule B are for evaluation purposes only and do not guarantee the quantity, frequency, or type of work to be assigned during the contract term. Bidders shall provide pricing for both schedules as instructed in the IFB.

Q 7: Bid Schedule B: Could you clarify what is included in the Alley Rehabilitation scope?

A 7: Alley rehab will consist of replacing dirt alleys with paved asphalt. Alleys to be paved to 3" paving depth, allowing all gates to open freely when complete, water to drain to street, dirt removal if needed.

Q 8: Bid Schedule B: We have the same concern regarding the Utility Patch Repair and Alley Rehabilitation items. Could you please clarify the scope of work, required depths, materials, and applicable specifications for these items?

A 8: Utility patches to be done to City Standards. Alley rehab will consist of replacing dirt alleys with paved asphalt. Alleys to be paved to 3" paving depth, allowing all gates to open freely when complete, water to drain to street, dirt removal if needed.

Q 9: Bid Schedule A: Where the Bid Form states "Amount in Words," is this referring to the unit price written out in words, or is a total amount required? If a total amount is required, what quantity should the unit price be applied to?

A 9: Unit price in words.

Q 10: Bid Schedule A: Could you please provide the required patch depths, materials, and applicable specifications for this item?

A 10: Utility patch to be done City Standards.

Q 11: Bid Schedule A: The wording on the Bid Form appears to be somewhat vague. For the concrete patching item, is the intended scope concrete patching or asphalt concrete patching?

A 11: Asphalt concrete patching.

ADDENDUM NO. 2

August 27, 2026

RE: IFB 202627-03 FY2026/2027 Asphalt/Concrete Patching On-Call Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 4, 2026

All references to IFB 202627-07 shall be deleted and replaced with IFB 202627-03.

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 2, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Witbro Inc. dba, Seal Rite Paving & Grading
Signature:
Acknowledged by: Brooke Ashjian

ADDENDUM NO. 3

August 27, 2026

RE: IFB 202627-03 FY2026/2027 Asphalt/Concrete Patching On-Call Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 4, 2026

This Addendum is issued to provide additional questions and responses received during the designated question-and-answer period.

No.	Attachments	Number of Pages
1.	Q&A through 5:00pm, August 25, 2026 – Additional Questions Received by Deadline	1

Issued by: J. Stickman
Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 3, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Withco Inc. dba, Seal Rite Paving & Grading
Signature:
Acknowledged by: Brooke Ashjian

Q&A through 5:00pm, August 25, 2026

NOTE:
ADDITIONAL Q&A RECEIVED PRIOR TO DEADLINE, NOT INCLUDED IN ADDENDUM NO. 1 BELOW

Q12: Please confirm this contract is for asphalt repairs only, and contains no portland cement concrete repairs.
A12: Asphalt repairs only.

Q13: Can a unit be added for thermoplastic striping if required to complete an asphalt patch?
A13: The City will install thermoplastic striping where required.

INCLUDE THIS PAGE WITH BID

California Air Resources Board (CARB) Off-Road Diesel Fleet Compliance (DOORS Certification)

All contractors and subcontractors utilizing off-road diesel-fueled vehicles with 25 horsepower or greater, or most two-engine vehicles, on this public works project in California shall be in full compliance with the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, Title 13, Section 2449 et seq.).

Effective January 1, 2024, prime contractors and public works awarding bodies are required to obtain and retain a fleet's valid Certificate of Reported Compliance from CARB's Diesel Off-Road Online Reporting System (DOORS) prior to awarding or entering into a contract for work on public works projects involving the use of such vehicles.

Bidders shall provide a copy of their firm's (and any proposed subcontractors') current and valid CARB "Certificate of Reported Compliance" for their off-road diesel fleet(s) with their bid proposal.

The City reserves the right to verify the authenticity and validity of all submitted Certificates of Reported Compliance through the CARB DOORS system at http://www.arb.ca.gov/doors/compliance_cert1.html or by contacting the CARB DOORS Hotline.

The awarded Contractor shall maintain continuous compliance with all CARB Off-Road Diesel-Fueled Fleets Regulations throughout the duration of the contract and shall provide updated Certificates of Reported Compliance to the City throughout the project annually, or upon request, to demonstrate continued compliance.

Failure to provide a valid Certificate of Reported Compliance, or to maintain ongoing compliance, may result in the rejection of the bid, termination of the contract, and/or other penalties as permitted by law.

Exemptions:
If a bidder believes their fleet or operations are exempt from these requirements under CARB regulations (e.g., emergency operations as defined in Title 13 California Code of Regulations Section 2449(c)(18)), they must provide detailed documentation and justification for such exemption with their bid proposal for review and approval by the City.

The Bidder must place a check mark after "Yes", "No", or "N/A" in one of the boxes provided below.

DOORS certification included with bid: ☒ Yes ☐ Exempt
☐ N/A (no applicable vehicles will be used for this project.

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

_____

_____

_____

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to Witbro Inc/ Seal Rite Paving & Grading

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2025-12-22

12 Vehicles

TRUCRS Fleet Identification

11293

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

WITBRO INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

7405

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

INCLUDE THIS PAGE WITH BID

Bid Bond

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____ WITBRO, INC. DBA SEAL RITE PAVING & GRADING as Principal, and GREAT AMERICAN INSURANCE COMPANY as Surety, are hereby held and firmly bound unto CITY OF MADERA as Owner in the penal sum of **TEN PERCENT (10%) OF AMOUNT BID** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 27th day of August, 2026. The condition of the above obligation is such that whereas the Principal has submitted to CITY OF MADERA a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"IFB 202627-03, Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

WITBRO, INC. DBA SEAL RITE PAVING & GRADING (L.S.) By Brooke Ashjian
Principal

GREAT AMERICAN INSURANCE COMPANY
Surety

By: Jennifer Loper
(Seal and Notarial Acknowledge of Surety)
Jennifer Loper, Attorney-in-Fact

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 San Joaquin)

On August 27, 2026 before me, Karen Amin, Notary Public
(insert name and title of the officer)

personally appeared Jennifer Loper,
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.

KAREN AMIN
COMM. #2426126
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires Dec 8, 2026
TCB2 TCB2

Signature _____ **(Seal)**

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 14840

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DANIEL M. CONNOLLY	ALL OF	ALL
KAREN AMIN	LODI, CALIFORNIA	$100,000,000
JENNIFER LOPER		

It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of APRIL, 2025.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29TH day of APRIL, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of August, 2026.

Assistant Secretary

Exhibit B

ADDENDUM NO. 1

August 26, 2026

RE: IFB 202627-07 FY2026/2027 Asphalt/Concrete Patching On-Call Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 4, 2026

No.	Attachments	Number of Pages
1.	Q&A through 5:00pm, August 25, 2026	2

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: _____
Signature: _____
Acknowledged by: _____

Questions Received through 5:00pm, August 25, 2026

Q 1: Is there any compaction testing or 3rd party testing required to be provided by the contractor? Typically compaction testing is provided by the owner/client.

A 1: No compaction testing.

Q 2: Can separate items for traffic control be provided so the city is only paying for it when required?

A 2: Traffic control to be built into the cost of the unit prices. Traffic control will consist of advanced warning signage, we do not anticipate lane closures.

Q 3: Section 17 on page 27 of the specs details out a local company encouragement. Is there a local bidders preference or requirement to be local since this is an on-call contract that will require fast response time as to not create safety hazards due to lack of time to complete the asphalt work?

A 3: We *encourage* local business engagement - there is no local bidder preference *requirement.*

Q 4: Will the contractor need an encroachment permit? WIll the encroachment permit be a no-fee encroachment permit?

A 4: No encroachment permit required.

Q 5: Please define the alley rehab units on page 11 of the proposal. There are two units, one for 3400 square yards, and another for 6400 square yards. Are these for asphalt replacement?

A 5: Alley rehab will consist of replacing dirt alleys with paved asphalt. Alleys to be paved to 3" paving depth, allowing all gates to open freely when complete, water to drain to street, dirt removal if needed.

Q 6: Bid Schedule B: Regarding the "Total Amount," could you please clarify whether this is intended to represent the total bid amount based on the estimated quantities and unit prices, or if it refers to something else?

A 6: We provided two bid schedules with this IFB: Schedule A is intended to establish unit pricing for AC patch paving based on various patch sizes (e.g., up to 499 SF, up to 699 SF, etc.). These unit prices may be used by the City when assigning work during the contract term. Schedule B provides representative work scenarios and quantities and is intended to be priced as a complete, all-inclusive cost to perform the specified work in accordance with the IFB. Schedule B will be used for bid comparison and determination of the lowest responsive and responsible bidder. The scenarios and quantities in Schedule B are for evaluation purposes only and do not guarantee the quantity, frequency, or type of work to be assigned during the contract term. Bidders shall provide pricing for both schedules as instructed in the IFB.

Q 7: Bid Schedule B: Could you clarify what is included in the Alley Rehabilitation scope?

A 7: Alley rehab will consist of replacing dirt alleys with paved asphalt. Alleys to be paved to 3" paving depth, allowing all gates to open freely when complete, water to drain to street, dirt removal if needed.

Q 8: Bid Schedule B: We have the same concern regarding the Utility Patch Repair and Alley Rehabilitation items. Could you please clarify the scope of work, required depths, materials, and applicable specifications for these items?

A 8: Utility patches to be done to City Standards. Alley rehab will consist of replacing dirt alleys with paved asphalt. Alleys to be paved to 3" paving depth, allowing all gates to open freely when complete, water to drain to street, dirt removal if needed.

Q 9: Bid Schedule A: Where the Bid Form states "Amount in Words," is this referring to the unit price written out in words, or is a total amount required? If a total amount is required, what quantity should the unit price be applied to?

A 9: Unit price in words.

Q 10: Bid Schedule A: Could you please provide the required patch depths, materials, and applicable specifications for this item?

A 10: Utility patch to be done City Standards.

Q 11: Bid Schedule A: The wording on the Bid Form appears to be somewhat vague. For the concrete patching item, is the intended scope concrete patching or asphalt concrete patching?

A 11: Asphalt concrete patching.

Exhibit C

ADDENDUM NO. 2

August 27, 2026

RE: IFB 202627-03 FY2026/2027 Asphalt/Concrete Patching On-Call Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 4, 2026

All references to IFB 202627-07 shall be deleted and replaced with IFB 202627-03.

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 2, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: _____
Signature: _____
Acknowledged by: _____

Exhibit D

ADDENDUM NO. 3

August 27, 2026

RE: IFB 202627-03 FY2026/2027 Asphalt/Concrete Patching On-Call Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 4, 2026

This Addendum is issued to provide additional questions and responses received during the designated question-and-answer period.

No.	Attachments	Number of Pages
1.	Q&A through 5:00pm, August 25, 2026 – Additional Questions Received by Deadline	1

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 3, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: _____
Signature: _____
Acknowledged by: _____

Q&A through 5:00pm, August 25, 2026

NOTE:
ADDITIONAL Q&A RECEIVED PRIOR TO DEADLINE, NOT INCLUDED IN ADDENDUM NO. 1 BELOW

Q12: Please confirm this contract is for asphalt repairs only, and contains no portland cement concrete repairs.
A12: Asphalt repairs only.

Q13: Can a unit be added for thermoplastic striping if required to complete an asphalt patch?
A13: The City will install thermoplastic striping where required.

Exhibit E

effort to inform local businesses of the opportunity.

18. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

19. Contractor must submit proof of insurance and endorsement that meet the Insurance Requirements for Contractors detailed below prior to contract award by City Council.

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

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

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Primary/Non-Contributary
For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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 F

Invitation for Bid

No. 202627-03

for

Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services

Date Released: August 5, 2026

City of Madera

Public Works

Bids are due prior to 4:00pm, September 4, 2026

Table of Contents

NOTICE OF INVITATION FOR BID 3
Introduction 3
Description of Work 3
Terms 3
Bid Submittal Date (Close date) 3
Bidder Questions 4
Pre-Bid Meeting 4
Instructions to Bidders 4
Required Contractors Licenses 4
Bonding Requirements 5
Prevailing Wages 5
Bid Protest Procedures 5
Scope of Work 7
Bidder Checklist 8
Bid Proposal Form 9
Bid Schedule 10
Bid Proposal Signature Page 12
Subcontractor Listing 13
Certification 14
Noncollusion Affidavit 15
Public Contract Code 16
Equal Employment Opportunity Certification 17
California Air Resources Board (CARB) Off-Road Diesel Fleet Compliance (DOORS Certification) 18
Disclosure of Conflict of Interest 19
Bid Bond 20
Payment Bond 21
Performance Bond 23
Standard Specifications and Plans 25
General and Special Conditions 25
Information for Bidders 25
Attachments 31

NOTICE OF INVITATION FOR BID

Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services

Invitation for Bid (IFB) No. 202627-03

Introduction

Pursuant to California Public Contract Code (PCC) §22000 et seq., the City of Madera ("City") hereby seeks bids in response to this Invitation for Bid No. 202627-03 for Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services. The contract will be awarded to the lowest responsive, responsible bidder determined by line-item costs for quantities in the Bid Schedule. The City reserves the right to reject any bid deemed mathematically or materially unbalanced, including but not limited to bids where unit prices are significantly disproportionate to the estimated cost of the work or where nominal prices are placed on some items and inflated prices on others.

Description of Work

The City is in need of an on-call contractor for permanent asphalt-concrete patching (AC) services for the repair of small to medium-service trenches due to the repair of sewer and water infrastructure, as well as failed asphalt areas in streets and alleyways throughout the City.

Based on prior years, the City estimates the following:

A. AC patching services for repair of sewer, water, and other similar small to large service trenches and failed asphalt areas estimated at 7,000 to 100,000 square feet – average annual spend of approximately $250,000.

B. Failed asphalt areas in alleyways have an estimated average annual spend of approximately $528,000.

These figures are provided for informational purposes only and do not represent a guarantee of actual work volume or contract value. Actual expenditures may vary based on funding availability, project priorities, and the scope of future infrastructure improvements.

For additional information please refer to the section titled "Scope of Work" of this IFB.

Terms

A one-year contract with a maximum contract value under the anticipated contract to be an aggregate amount not to exceed the annual budget appropriations. Seven Hundred Seventy-Eight Thousand ($778,000) has been budgeted for FY2026/2027.

By mutual agreement between the City and the Contractor, the contract may be extended for an additional year. Terms are defined in the Sample Agreement included as Attachment A.

Bid Submittal Date (Close date)

Electronic bids will be accepted on bid forms provided by the City until the time and date listed below.

In the event this Invitation for Bid is obtained through any means other than the City's distribution, the City will not be responsible for the completeness, accuracy or timeliness of the final bid document and may deem a bid received under those circumstances as non-responsive.

All bids must be submitted through the City's PlanetBids vendor portal no later than 4:00pm on September 4, 2026, at https://pbsystem.planetbids.com/portal/54016/portal-home.

Bidder Questions

Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home no later than 5:00pm on August 19, 2026.

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

Pre-Bid Meeting

There is no pre-bid meeting scheduled for this IFB.

Instructions to Bidders

Top view or obtain a copy of this IFB by visiting or contacting any of the following:

City of Madera PlanetBids Vendor Portal
Website: https://pbsystem.planetbids.com/portal/54016/portal-home

Construction Bidboard (Ebidboard), Phone: 800-479-5314
Website: www.ebidboard.com

Dodge Data & Analytics, Phone: 877-784-9556
Website: www.construction.com

Placer County Contractors Association & Builders Exchange, Phone: 916-771-7229
Website: www.pccamembers.com

Builders' Exchange of San Joaquin, Phone: 209-478-1000
Website: http://www.bxsj.org

Central California Builders Exchange, Phone: 559-237-1831
Website: http://cencalbx.com/

Valley Builders Exchange. Phone: (209) 522-9031
Website: www.valleybx.com

Required Contractors Licenses

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300 and shall be licensed in the following classification as required by the scope of work: **Class A, General Engineering Contractor, or C-12, Earthwork & Paving**

Contractors License. Any Bidder not meeting the license requirement(s) following the bid opening will be rejected as nonresponsive. All Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

Per Labor Code §1771.1, a contractor or subcontractor is not qualified to bid on, be last in a bid proposal for, or perform work on this project unless registered and qualified under Labor Code §1725.5.

Bonding Requirements

Bid security required in the amount of ten percent (10%) of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance and certified by the US Bureau of Fiscal Service to conduct business within the state of California, cash, cashier's check, or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Payment Bond equal to one hundred percent (100%) of the Bid Security is required within 7 days of the Notice of Intent to Award on all projects valued at $25,000 and above.

Performance Bond equal to one hundred percent (100%) of the Bid Security is required within 7 days of the Notice of Intent to Award on all projects valued at $100,000 and above.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Prevailing Wages

The project is a public works project subject to California Labor Code §1770 et seq., The Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes.

The California DIR Public Works Contractors website is: http://www.dir.ca.gov/Public-Works/Contractors.html. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the selected contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this contract. Contractor shall post on site all required job site notices as prescribed by law or regulation.

Bid Protest Procedures

Any actual or prospective bidder, offeror, or contractor may protest an IFB to the City's Procurement Services Manager and/or Director of Financial Services by submitting a written appeal within five (5) working days of knowing or reasonably should have known the facts giving rise to the protest, sent via email to jstickman@madera.gov, or mail to Jennifer Stickman, 205 W. 4th Street, Madera, CA 93637,

addressing specific issues such as bid contradictions or procurement errors. The Procurement Services Manager and/or Director of Financial Services have the authority to resolve such protests and will provide a written response within five (5) working days unless more time is needed; if the protester is unsatisfied, they may appeal to the City Manager within five (5) business days, and then to the City Council as a final appeal, where they may be heard. While protests generally halt solicitation proceedings, the City may proceed if the Procurement Services Manager and/or Director of Financial Services determine it's necessary to protect a substantial City interest, and to deter frivolous protests, those who file two (2) unsuccessful protests within twelve (12) months may face debarment from future bids.

Scope of Work

The City is in need of permanent AC patching services for the repair of sewer, water, and other similar small to medium-service trenches, as well as failed asphalt areas in streets and alleyways throughout the City.

Contractor's bid price for these items shall factor in all costs including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and any other fees necessary for the Contractor to perform the work.

A. All work to be done to City Standards. Standard Specifications and Standard Drawings are available online at https://www.madera.gov/home/departments/engineering/standard-drawings/.

B. The contractor must comply with all safety requirements as set forth in the latest editions of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), as well as the MUTCD California Supplement.

C. All assigned work must be completed within 30 calendar days of notification of assignment from the Public Works Department. The City's Streets & Storm Drainage Operations Manager will be the point of contact between the City and Contractor. While there is no fixed schedule, the contractor will receive lists of areas to be patched on an as-needed basis and may establish their own work schedule based on the scope of each assignment. The contractor is required to notify the Streets and Storm Drainage Operations Manager of their planned schedule to allow for coordination and City inspection of the work upon completion.

D. All permanent repairs require saw cutting when applicable, removing materials to a minimum six-inch depth, compacting/stabilizing and full depth AC repairs. Any situation necessitating a variation from these requirements would be at the direction of authorized personnel within the City's Public Works Department.

E. The successful bidder shall request an Underground Service Alert (USA) on all repair sites assigned by the City's Public Works Department at least two days prior to beginning work.

F. All expenses for materials, including either SS-1H or CQS-1H Fog Seal 50/50 mix, removal and disposal of existing pavement, clean-up, traffic control, advanced warning and construction barricades and signing, shall be included in your bid.

G. When permanent asphalt patching is required for an area that has had a utility repair such as a water or sewer line repair, the repair will already have been completed by the City or other utility. The trench or patch area that requires the permanent AC will have been filled in with either base rock or cold patch material temporarily which would have to be removed to the correct depth to complete the final repair. In this case traffic control would need to be provided for final repair only. Extra saw cutting may be required if there was damage to repair area prior to final phase of work. Note this does not apply when completing the repair for a failed area not covered under a utility repair.

****

INCLUDE THIS PAGE WITH BID

Bidder Checklist

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

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE**
[X] 3. **BID PROPOSAL SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:
   [ ] Certified Check [ ] Bidder's Bond (submitted on form in this IFB)
   [ ] Cashier's Check [ ] Irrevocable Letter of Credit
   [ ] Certificate of Deposit
[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 10. **CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)**
[X] 11. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 11. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov no sooner than bid submittal date and time, and no later than three business days from the date of the bid opening.

[X] **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Bid Proposal Form

IFB 202526- 31 Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services

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

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**IFB 202627-03 Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete each assignment within the PROJECT in **Thirty (30) Calendar Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **$585** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.
BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2026
No. _____, dated _____, 2026
No. _____, dated _____, 2026

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid proposal is accepted, that the BIDDER will contract with the OWNER to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

INCLUDE THIS PAGE WITH BID

Bid Schedule

The following Base Bid Schedule A lists the items necessary to complete the work. Each item is all inclusive and must factor in ALL costs including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and any other fees necessary for the Contractor to perform the work.

BIDDER must fully complete the schedule including the amount in words of EACH ITEM. If the unit price of any item is inconsistent with the amount in words, the amount in words shall prevail. Payment of each item will be based on the actual quantities ordered and received by the OWNER, except for those items bid lump sum and those items that are noted as fixed quantities.

The OWNER reserves the right to reject any bid deemed mathematically or materially unbalanced. A bid may be considered unbalanced if unit prices are significantly disproportionate to the work to be performed or if nominal prices are submitted for some items and disproportionately high prices for others.

Quantities listed are approximate and provided solely for comparative purposes. The representative scenarios in Scenario Bid Schedule B are provided solely for bid evaluation purposes. The quantities shown in Scenario Bid Schedule B do not constitute estimated quantities, guarantees, or commitments by the OWNER. Actual work shall be ordered and paid based on the unit prices submitted in the Bid Schedule A – Base Bid, which may be more or less than the approximate quantities listed here.

BID SCHEDULE A - BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	AMOUNT IN WORDS
1.	Concrete Patching plus CQS-1H Fog Seal	SF	000 to 499		
2.	Concrete Patching plus CQS-1H Fog Seal	SF	500 to 699		
3.	Concrete Patching plus CQS-1H Fog Seal	SF	700+		
4.	Saw Cutting	LF	All		

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

INCLUDE THIS PAGE WITH BID

These scenarios represent a typical utility patch repair and a typical alley rehabilitation. Place your totals in the boxes below. This will be used for evaluation purposes only. Actual work shall be ordered and paid based on the unit prices submitted in Bid Schedule A – BASE BID.

BID SCHEDULE B - SCENARIO			
ITEM NO.	DESCRIPTION	SIZE	TOTAL
1.	Utility Patch Repair as Specified in IFB 202627-03	400 SF	
2.	Alley Rehabilitation as Specified in IFB 202627-03	3,400 SY	
3.	Utility Patch Repair as Specified in IFB 202627-03	800 SF	
4	Alley Rehabilitation as Specified in IFB 202627-03	6,400 SY	
TOTAL BID SCHEDULE B - SCENARIO **(FOR EVALUATION PURPOSES ONLY)**			

INCLUDE THIS PAGE WITH BID

Bid Proposal Signature Page

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with FIFTEEN (15) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

DATE _____
COMPANY NAME _____
STREET ADDRESS _____
CITY/STATE/ZIP _____
PHONE NUMBER _____
EMAIL _____
PERSON PREPARING BID _____
TITLE _____
SIGNATURE _____
CITY OF MADERA BUS. LIC. NO. _____
CA CONTRACTOR'S LIC. NO. & CLASS _____
DIR REGISTRATION NO. & WORK CLASSIFICATION _____
FEDERAL TAX ID NO. _____

_____

Attest
(Seal if bid is by a corporation)

INCLUDE THIS PAGE WITH BID

Subcontractor Listing

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

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

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

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

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

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

To the CITY of MADERA

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

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

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

Yes _____ No _____

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

_____

_____

_____

Public Contract Code 10232 Statement

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

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

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

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

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

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

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

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

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

INCLUDE THIS PAGE WITH BID

California Air Resources Board (CARB) Off-Road Diesel Fleet Compliance (DOORS Certification)

All contractors and subcontractors utilizing off-road diesel-fueled vehicles with 25 horsepower or greater, or most two-engine vehicles, on this public works project in California shall be in full compliance with the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, Title 13, Section 2449 et seq.).

Effective January 1, 2024, prime contractors and public works awarding bodies are required to obtain and retain a fleet's valid Certificate of Reported Compliance from CARB's Diesel Off-Road Online Reporting System (DOORS) prior to awarding or entering into a contract for work on public works projects involving the use of such vehicles.

Bidders shall provide a copy of their firm's (and any proposed subcontractors') current and valid CARB "Certificate of Reported Compliance" for their off-road diesel fleet(s) with their bid proposal.

The City reserves the right to verify the authenticity and validity of all submitted Certificates of Reported Compliance through the CARB DOORS system at http://www.arb.ca.gov/doors/compliance_cert1.html or by contacting the CARB DOORS Hotline.

The awarded Contractor shall maintain continuous compliance with all CARB Off-Road Diesel-Fueled Fleets Regulations throughout the duration of the contract and shall provide updated Certificates of Reported Compliance to the City throughout the project annually, or upon request, to demonstrate continued compliance.

Failure to provide a valid Certificate of Reported Compliance, or to maintain ongoing compliance, may result in the rejection of the bid, termination of the contract, and/or other penalties as permitted by law.

Exemptions:
If a bidder believes their fleet or operations are exempt from these requirements under CARB regulations (e.g., emergency operations as defined in Title 13 California Code of Regulations Section 2449(c)(18)), they must provide detailed documentation and justification for such exemption with their bid proposal for review and approval by the City.

The Bidder must place a check mark after "Yes", "No", or "N/A" in one of the boxes provided below.

DOORS certification included with bid: ☐ Yes ☐ Exempt
☐ N/A (no applicable vehicles will be used for this project.

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

_____

_____

_____

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

_____ Signature

_____ (name)

_____ (address)

_____ (city state zip)

□ Additional page(s) attached.

INCLUDE THIS PAGE WITH BID

Bid Bond

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

Signed, this _____ day of _____, 2026. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"IFB 202627-03, Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) By_____
Principal

_____
Surety

By: _____
(Seal and Notarial Acknowledge of Surety)

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of __
_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

"IFB 202627-03, Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,

extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:_____
Principal

_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of __
_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

"IFB 202627-03, Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond,

and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:_____
Principal
_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:
_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Standard Specifications and Plans

The City's Standard Specifications are hereby referred to and incorporated herein as though set forth in full. The Standard Specifications and Standard Drawings are available online at https://www.madera.gov/business-building-development/engineering/standard-drawings-specifications/. These online specifications and drawings are the most current, approved issue.

General and Special Conditions

General and Special Conditions are hereby referred to and incorporated herein as though set forth in full. The General and Special Conditions are available by clicking this link or copying and pasting it into your web browser:

https://www.madera.gov/media/fo1dqprn/general-special-conditions-for-construction.pdf.

Information for Bidders

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

2. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

   The City is an equal opportunity employer. The City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave. The City is committed to ensuring that the work environment of City employees and the work environment of employees and volunteers of recipients, subrecipients, and contractors of the City are free from discrimination, harassment, and retaliation. All efforts to provide equal opportunity in employment practices will be made on the basis of merit, efficiency, and fitness consistent with civil service and merit system principles. Discrimination is prohibited in all aspects of the employment process.

   The City, as well as recipients, subrecipients, and contractors, will not discriminate in the delivery of services or benefits based on the above identified bases.

3. The City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

4. The City reserves the right to reject any bid that is determined to be materially unbalanced, whether mathematically or materially. A bid may be considered unbalanced if it contains significantly overstated or understated line-item prices that could result in advantage to the

bidder or disadvantage to the City during contract performance.

5. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

6. The City reserves the right to modify this IFB at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the IFB.

   Proposer is responsible for checking the City's PlanetBids vendor portal prior to submitting a Proposal to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at:

   https://pbsystem.planetbids.com/portal/54016/portal-home.

   Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal no later than 5:00pm on August 19, 2026.

   No verbal requests or requests made in any other format will be accepted.

7. Bids must be submitted via the City's PlanetBids vendor portal by the bid due date and time. Bidder is solely responsible for the submission of their electronic submittal. The bid management system will not accept late bids, and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those submittals that were transmitted successfully. Do not fax or e-mail. In the event you encounter technical difficulties during the uploading process, please contact PlanetBids technical support directly via email at support@planetbids.com or call (818) 992-1771 (M-F from 7:00am to 5:00pm Pacific).

   Submittals received after the bid due date and time will be considered nonresponsive and will not be accepted.

8. Bid proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. Award will be made to the lowest responsive responsible bidder.

9. Any bid proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such bid proposal is filed with Purchasing. The withdrawal of a bid proposal shall not prejudice the right of a Bidder to file a new bid proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of bid proposals, a bid proposal may not be withdrawn or altered.

10. Bidder is responsible for fully acquainting itself with the conditions of the project site (which may include more than one site), as well as those relating to the construction and labor of the project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the project.

11. The City reserves the right to seek supplementary information from any Bidder at any time after official bid proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original bid proposal.

12. Issuance of the IFB and receipt of bid proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all bid proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.

13. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the **Attachment A, Sample Construction Agreement** which is provided for information purposes only and to help clarify City intent relevant to this IFB as well as general contract requirements of the City.

14. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

15. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

    Any Federal or State of California License/Certification required to provide the services will be required.

    A **Class A, General Engineering Contractor, or C-12, Earthwork & Paving Contractors License** will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.

16. Bidder's Proprietary Information: Upon bid opening, all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

17. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

    Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable

effort to inform local businesses of the opportunity.

18. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

19. Contractor must submit proof of insurance and endorsement that meet the Insurance Requirements for Contractors detailed below prior to contract award by City Council.

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

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

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Primary/Non-Contributary
For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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.

Attachments

The following attachments are to be incorporated and included as part of the CONTRACT DOCUMENTS for IFB 202627-03, Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services:

- Attachment A, Sample Construction Agreement, 19 Pages

SAMPLE CONSTRUCTION AGREEMENT
IFB 202627-03 Fiscal Year 2026/2027 Asphalt-Concrete Patching On-Call Services

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER" or "CITY"** and [INSERT **CONTRACTOR**'S NAME], doing business as (an individual), or (a partnership), or (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.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"**IFB 202627-03 Fiscal Year 2026/2027 Asphalt-Concrete Patching On-Call Services."

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within 30 calendar days per assigned location. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $778,000.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before **OWNER** executes this AGREEMENT.

This Agreement shall be effective on _____, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through ___, 2027, unless otherwise terminated earlier by one of the parties pursuant to Section 21 of this Agreement. The term may be extended by the City Manager in writing if extension is limited to term only and if mutually agreed to at least 90 days in advance of expiration for a period not to exceed one (1) additional year.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, payment in full for the **WORK** described in the **CONTRACT DOCUMENTS** based solely on the unit prices set forth in Exhibit A**. WORK** performed **at** unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted, multiplied by the applicable unit prices. Any adjustments for changes in the WORK must be authorized in writing by **OWNER**.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**, attached hereto as:

Exhibit A. **CONTRACTOR** Complete Bid as Submitted on _____
Exhibit B. Addenda No. 1, Dated _____

SAMPLE

Exhibit C. Addenda No. 2, Dated _____
Exhibit D. Addenda No. 3, Dated _____
Exhibit E. Insurance Requirements for Contractors as Specified in IFB
Exhibit F. IFB 202627-03 Fiscal Year 2026/2027 Asphalt-Concrete Patching On-Call Services

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **_____ ($585.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

8A. Claims Resolution Process For Disputes.

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

SAMPLE

and prior to the commencement of such work.

The following provisions are intended by **CONTRACTOR** and **OWNER** to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

1) 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:

a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by **OWNER** under this Contract.
b) 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.
c) Payment of an amount that is disputed by the **OWNER**.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.

8) **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**.

9) Interest:

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

10) 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.

11) Filing of Action on Unresolved Claims:

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

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

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

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

11. 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. Pursuant to the provisions of Section 1770 of the California Labor Code, **OWNER** has obtained the general

prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of **OWNER** and shall be made available for viewing to any interested party upon request. The **CONTRACTOR** and each subcontractor shall forfeit as a penalty to **OWNER** not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the **CONTRACTOR**.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all **CONTRACTOR**s 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, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, **CONTRACTOR** shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

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.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of

SAMPLE

Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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

Section 1777.5 provides, in part, as follows:

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

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

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

SAMPLE

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

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

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTOR**s on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

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

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

SAMPLE

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

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

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

18. Indemnification. **CONTRACTOR** shall indemnify, defend with legal counsel approved by **CITY**, and hold harmless **CITY**, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **CONTRACTOR's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the **CITY**. Should conflict of interest principles preclude a single legal counsel from representing both **CITY** and **CONTRACTOR,** or should **CITY** otherwise find **CONTRACTOR's** legal counsel unacceptable, then **CONTRACTOR** shall reimburse the **CITY** its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **CONTRACTOR** shall promptly pay any final judgment rendered against the **CITY** (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **CONTRACTOR'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of **CITY** under any provision of this Agreement, **CONTRACTOR** shall not be required to indemnify and hold harmless **CITY** for liability attributable to the active negligence of **CITY**, provided such active negligence is determined by agreement between the

SAMPLE

parties or by the findings of a court of competent jurisdiction. In instances where **CITY** is shown to have been actively negligent and where **CITY'S** active negligence accounts for only a percentage of the liability involved, the obligation of **CONTRACTOR** will be for that entire portion or percentage of liability not attributable to the active negligence of **CITY**.

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

19. Insurance. **CONTRACTOR** must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for **CONTRACTOR**s.

20. Amendments. 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.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

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

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the **CITY**;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the **OWNER** will consider the **CONTRACTOR** in default of the Contract.

SAMPLE

2. Notices: Notices and other written communications regarding default between the **CONTRACTOR**, the **OWNER**, and the SURETY shall be transmitted as follows:

   (a) 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 the **CONTRACTOR** by personal delivery may be made to the **CONTRACTOR'S** authorized representative at the Work site; or

   (b) 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 **OWNER** 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.

3. Notice to Cure: The **OWNER** will issue a written notice to cure the default to the **CONTRACTOR** and its Surety. The **CONTRACTOR** shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the **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 **OWNER** will recommend to the City Council that the **CONTRACTOR** be found in default of the Contract and upon such finding by the City Council will terminate the **CONTRACTOR**'s right to perform under the Contract by issuing a written notice of termination for default to the **CONTRACTOR** and its Surety;

   The provisions of this subsection shall be in addition to all other legal rights and remedies available to the **OWNER**.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the **CONTRACTOR** under the Contract. If the Surety fails to protect and maintain the Work site, the **OWNER** may do so, and may recover all costs incurred. The Surety shall notify the **OWNER** that it is assuming all rights, obligations, and liabilities of the **CONTRACTOR** under the Contract and all money that is due, or would become due, to the

SAMPLE

CONTRACTOR shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the **OWNER** a written plan detailing the course of action it intends to take to remedy the default. The **OWNER** will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the **OWNER**, the **OWNER** may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the **OWNER** deems to be expedient. The cost of completing the Work by the **OWNER** shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the **OWNER**, within 30 Days after the **OWNER** submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the **OWNER** by the acts of the **CONTRACTOR**.

B. Termination of the Contract for Convenience.

The **OWNER** may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the **OWNER**.

1. Notice: The **OWNER** will issue a written notice of termination for convenience as follows:
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 the **CONTRACTOR** by personal delivery may be made to the **CONTRACTOR**'s authorized representative at the Work site; or
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 **OWNER** may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery

SAMPLE

shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the **CONTRACTOR** shall immediately cease work, except work the **CONTRACTOR** is directed to complete by the Engineer or required to complete for public safety and convenience. The **CONTRACTOR** shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The **CONTRACTOR** will be paid without duplication for:

   (a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

   (b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

   (c) Reasonable expenses directly attributable to termination.

   Notice of termination shall be mailed to the **CITY**:

   Arnoldo Rodriguez
   City of Madera
   205 West 4th Street
   Madera, CA 93637

   Notice of Termination shall be mailed to the **CONTRACTOR**:
   [INSERT CONTRACTOR'S NAME AND MAILING ADDRESS]

   All notices and communications from shall be to **CITY'S** designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

   Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. 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 of the Contract Documents. **CONTRACTOR** hereby warrants its work against all

SAMPLE

deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, 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.

23. Compliance with Laws. **CITY** shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of **CITY'S** services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

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

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

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

27. Contractor's Legal Authority. 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.

28. Remedies for Default. Failure by a party to perform any term, condition or

SAMPLE

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

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

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

30. Sole Agreement. This instrument constitutes the sole and only Agreement between **CITY** and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the **CITY** and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor **CITY** will assign its interest in this Agreement without the written consent of the other.

32. 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 relates 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

SAMPLE

statues protecting additional classes as required under

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

33. Binding Agreement. 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.

SAMPLE

IN WITNESS WHEREOF 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)

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

CONTRACTOR

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

SAMPLE

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

Acknowledgment

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

State of California)

County of _____)

On _____, 2026 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)

SAMPLE

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting: September 16, 2026

Agenda Number: D-3

SUBJECT:

Award of Bid for Invitation (IFB) No. 202627-05, Road Rehabilitation Various Locations

RECOMMENDATION:

1. Adopt a Resolution approving a Construction Agreement with Avison Construction, Inc. for the Road Rehabilitation Various Locations project, IFB No. 202627-05

2. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA)

SUMMARY:

The City wishes to complete road rehabilitation projects at various locations throughout the community as part of the 10x10 street rehabilitation program. These rehabilitation projects generally consist of grinding, overlay, full depth reclamation, traffic control, protection of existing utilities and improvements, pavement repairs, asphalt paving, rolling and compaction, and striping and pavement marking restoration.

Staff recommends that the Council award a construction contract to Avison Construction, Inc., the lowest responsive and responsible bidder for $1,119,475, which includes a base bid of $891,450, and Add Alternates 1 and 2 for $228,025.

The Engineer's Opinion of Probable Construction Cost for the project is $2,450,000.

BACKGROUND:

At its meeting on May 21, 2025, Council heard from City staff and its consultant, NCE, on the existing pavement conditions of City roads. As part of the report, it was noted that the City maintains 217.5 centerline miles of streets, or 3.44 miles per 1,000 people. At the time, the City's

pavement network condition (PCI) was 60, or in fair condition. The report further noted that the City has a plethora of roads in need of rehabilitation. While road repairs are primarily included in the City's Capital Improvement Program (CIP), staff recommended the inclusion of a pilot program in the Fiscal Year 2025/26 budget titled the 10x10 program. Per the 2025/26 budget, the 10x10:

> *"pavement program [is] designed to address street repairs that are too extensive for standard pothole patching, but not large enough to qualify as a capital project to be included in the City's CIP".*

As part of the 2025/26 budget, Council allocated $526k and a part of the intersection of Cleveland/Gateway and 2 west bound travel lanes adjacent to Midland Tractor Co. were rehabilitated. Based on the success of program in its initial year and funding availability, Council allocated $3 million in the 2026/27 budget. This item represents the first project in this year's program.

With a funding source identified, staff identified various locations, primarily based on pavement conditions as outlined in the NCE report and traffic. The locations are listed below and included as Attachment 2.

The work generally consists of grinding, overlay, full depth reclamation, traffic control, protection of existing utilities and improvements, adjustment of utility covers and valve boxes to grade, pavement repairs, installation of pavement fabric (if required), asphalt paving, rolling and compaction, striping and pavement marking restoration, cleanup, and disposal of excess materials. The Bid Schedule is organized as follows:

A. Bid Schedule A:
   Base Bid (Locations 1 through 11): grind and overlay, and full-deep reclamation improvements at 11 locations.

B. Bid Schedule B
   Add Alternate 1 (Locations B-1 and B-2): grind and overlay improvements on H Street.

C. Bid Schedule C
   Add Alternate 2 (Location C-1): grind and overlay improvements on Tulare Street.

IFB No. 202627-05 was released on August 15, 2026, with a non-mandatory pre-bid meeting and site visit held on August 21, 2026, and bids due on September 8, 2026. The IFB notice was advertised in accordance with the California Public Contract Code (PCC) and the City's purchasing policy, and was published on the following platforms:

- City of Madera PlanetBids Vendor Portal
- Construction Bidboard (Ebidboard)
- Dodge Data & Analytics

- Placer County Contractors Association & Builders Exchange
- Builders' Exchange of San Joaquin
- Central California Builders Exchange
- Valley Builders Exchange

During the process, 273 bidders from the City's online vendor registry were notified. An additional 36 bidders licensed to perform the work identified in the scope of the IFB were notified through the City's informal construction bidder list. A total of 37 potential bidders downloaded the project bid documents, and 33 indicated that they would bid. Bids were ultimately received from 10 vendors as noted on Table 1. City staff reviewed all bids received for completeness, compliance with the solicitation requirements, and responsiveness.

In short, Avison Construction, Inc. was the low bidder for $1,119,475, which includes the two bid alternatives.

Table 1: *Bid Summary*

Bidder	Base Bid Amount	Add Alt 1	Add Alt 2	Total Bid Amount
Avison Construction, Inc.	**$891,450.00**	**$120,225.00**	**$107,800.00**	**$1,119,475.00**
Consolidated Engineering, Inc.	$1,013,685.00	$181,605.00	$100,940.00	$1,296,230.00
Cal Valley Construction, Inc.	$1,107,125.00	$185,055.00	$103,096.00	$1,395,276.00
Agee Construction Corporation	$1,109,590.00	$163,500.00	$117,600.00	$1,390,690.00
Granite Construction Company	$1,184,675.00	$225,255.00	$149,940.00	$1,559,870.00
United Pavement Maintenance, Inc.	$1,233,700.00	$269,130.00	$141,120.00	$1,643,950.00
Martin Brothers Construction	$1,299,901.00	$293,991.00	$132,104.00	$1,725,996.00
Arrow Drillers, Inc. dba Arrow Construction	$1,415,808.25	$252,765.00	$136,220.00	$1,804,791.25
Dawson-Mauldin, LLC	$1,488,087.50	$362,625.00	$186,200.00	$2,036,912.50
Katch Environmental, Inc.	$1,681,727.25	$373,756.50	$161,896.00	$2,217,379.75

It is noted there are 14 locations. It should be emphasized that this project will not rehabilitate large segments of roadway, rather it is anticipated to repair segments of road that are poor and very poor conditions along major roads or roads that act as entryways. These locations include the following and can also be found in Attachment 2:

1. West Cleveland Avenue, from Country Club Drive to east of 1103 Country Club Drive
2. West Cleveland Avenue and North Schnoor Avenue Intersection
3. Howard Road and Granada Drive Intersection
4. Pine Street and Howard Road Intersection

5. South Pine Street from Oak Street to South of Howard Road
6. North Granada Drive northbound lane, from Foxglove Way to adjacent to 2026 North Granada Drive
7. West 2nd Street, from North G Street to North H Street
8. Schnoor Avenue, from south of Venturi Avenue (adjacent to 611 Schnoor Avenue) to north of Sunset Avenue
9. Avenue 17, adjacent to traffic signal at 3174 Avenue 17, to north of State Route 99 northbound on-ramp, east- and westbound lanes
10. North Gateway Drive, from Cleveland Avenue to south of 1120 North Gateway Drive
11. Cleveland Avenue, from North Gateway Drive to east of the State Route 99 off-ramp, eastbound lanes
12. Add Alternate 1 (2 locations; B-1 & B-2)
    - H Street, from North of W. 4th Street to south of Railroad Crossing,
    - H Street, from north of Railroad Crossing to northbound State Route 99 onramp
13. Add Alternate 2 (Location No. C-1)
    - Tulare Street from East Cleveland Avenue to Mission Street

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that this project would be categorically exempt pursuant to CEQA Guidelines section 15301, Class 1 (Existing Facilities), as the project would perform road rehabilitation projects at various locations throughout the community as part of the 10x10 street rehabilitation program. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable.

FINANCIAL IMPACT:

Funding for this project became available through Measure T and was included in this year's adopted budget. The project budget includes the low bid $1,119,475, plus a 25 percent contingency; and an additional 10 percent for various construction management, administration, testing, and inspection services; for a total project budget of $1,511,291.25. While most public projects have a contingency of 10 or 15 percent, staff recommends 25 percent due to unanticipated issues that may arise, such as unpredictable soil conditions or pavement transitions. With a higher than typical contingency, staff can address issues immediately rather than returning to Council for potential items delaying project delivery.

Table 2 summarizes the project budget.

Table 2: *Project Budget*

Item	Amount
Avison Construction, Inc.	$1,119,475.00
Project Contingency (25% of low bid)	$279,868.75
Construction Mgmt. & Testing (10% of low bid)	$111,947.50

Total Project Budget	**$1,511,291.25**

As noted, Council allocated $3 million for the 10x10 road rehabilitation program. This project anticipates utilizing approximately half of the allocated budget. Staff anticipates preparing another IFB for additional road segments with the remaining funds.

ATTACHMENTS:

1. Resolution Awarding IFB No. 202627-05 to Avison Construction, Inc. for Road Rehabilitation Various Locations
    a. Exhibit A – Contract Agreement
        i. Exhibit A – Contractor Bid Proposal as submitted on 09/08/2026
        ii. Exhibit B – Insurance Requirements for Contractors as specified in IFB 202627-05
        iii. Exhibit C – Addendum No. 1 dated 08/27/2026
        iv. Exhibit D – Addendum No. 2 dated 09/03/2026
        v. Exhibit E – IFB 202627-05 Road Rehabilitation Various Locations
2. Location Maps

RESOLUTION NO. 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING INVITATION FOR BID (IFB) NO. 202627-05 TO AVISON CONSTRUCTION, INC. FOR ROAD REHABILITATION VARIOUS LOCATIONS AND AUTHORIZING CONTRACT CONTINGENCIES RELATED TO THE CONTRACT

WHEREAS, on August 15, 2026, the City issued Invitation for Bid (IFB) No. 202627-05 for Road Rehabilitation Various Locations, pursuant to California Public Contract Code section 22000 et seq.; and

WHEREAS, the City received 10 bid(s) in response to the IFB, which were opened and reviewed by City staff for responsiveness and responsibility in accordance with the terms of the IFB; and

WHEREAS, based on that review, City staff determined that AVISON CONSTRUCTION, INC. submitted the lowest responsive, responsible bid on the Base Bid (Bid Schedule A) in accordance with the requirements of the IFB; and

WHEREAS, the Engineer's Opinion of Cost for this project is $2,450,000, and sufficient funds are available for the project; and

WHEREAS, the City desires to award a construction contract to AVISON CONSTRUCTION, INC. in an amount not to exceed $1,119,475.00 (Base Bid + Add Alternate 1 + Add Alternate 2).

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

1. The above recitals are true and correct.

2. CEQA: The City has performed a preliminary environmental assessment of this project and, pursuant to California Environmental Quality Act (CEQA) section 15301 (Existing Facilities), finds this project is exempt under CEQA as the project would perform road rehabilitation projects at various locations throughout the community as part of the 10x10 street rehabilitation program. Furthermore, the City Council finds that none of the exceptions to the exemptions set forth in CEQA Guidelines section 15300.2 are applicable to this project.

3. The City Council hereby awards Invitation for Bid (IFB) No. 202627-05 for Road Rehabilitation Various Locations to Avison Construction, Inc. the lowest responsive, responsible bidder, in the amount of $1,119,475.00.

4. Council authorizes Construction Contingencies of up to twenty-five percent (25%) as approved by the Director of Public Works.

5. This Resolution is effective immediately upon adoption.

* * * * * * * * *

Exhibit A
CONSTRUCTION AGREEMENT
IFB 202627-05
Road Rehabilitation Various Locations

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER"** or **"CITY"** and Avison Construction, Inc. doing business as (an individual), or (a partnership), or (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.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"IFB 202627-05 Road Rehabilitation Various Locations.**"

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work and Bonds. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within fifteen (15) calendar days after the date of the **NOTICE TO PROCEED, as agreed upon by OWNER and CONTRACTOR during the pre-construction meeting and** will complete the same within **forty-five (45) calendar days**. The **CONTRACTOR** shall submit Payment Bond and Performance Bond in the amount of $1,119,475.00, and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

4. Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum of **ONE MILLION, ONE HUNDRED NINETEEN THOUSAND, FOUR HUNDRED SEVENTY-FIVE** Dollars **($1,119,475.00)** ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed **at** unit prices will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following CONTRACT DOCUMENTS, attached thereto and incorporated herein as **Exhibits A through E**:

   A. CONTRACTOR Bid Proposal as Submitted on 09/08/2026
   B. Insurance Requirements for Contractors as specified in IFB 202627-05
   C. Addendum No. 1 dated 08/27/2026
   D. Addendum No. 2 dated 09/03/2026

E. IFB 202627-05 Road Rehabilitation Various Locations

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. As consideration for performance of the Work required herein, **OWNER** agrees to pay **CONTRACTOR** on a time and materials basis as set forth herein, a not-to-exceed amount of $1,119,475.00 ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the **OWNER.**

(a) Periodic payments shall be made by the **OWNER** to **CONTRACTOR** within thirty (30) days of **OWNER'S** receipt of an application for payment from **CONTRACTOR** for services rendered. Payments to **CONTRACTOR** for work performed will be made on a monthly billing basis. The application shall include all information required by the **OWNER** and shall be in a format approved by the **OWNER.** This application shall be supported by evidence which is required by this Contract and such other documentation as the **OWNER** may require. The **CONTRACTOR** shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. **OWNER** shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.

(b) Labor and Material Releases. **CONTRACTOR** shall furnish **OWNER** with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by **OWNER.**

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

CONTRACTOR, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

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

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

(a) Claims:

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

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

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

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

(b) The Claim Must Be Timely and in Writing:

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

(c) Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from

the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The Owner'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) 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.

(j) Filing of Action on Unresolved Claims:

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

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

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

or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. 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. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. 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 Relations. 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, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial 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.

13. Payroll Records. The **CONTRACTOR** shall comply with Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a

penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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

Section 1777.5 provides, in part, as follows:

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

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

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

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

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

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

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

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of

overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

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

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

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

18. Indemnification. **CONTRACTOR** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **CONTRACTOR'S** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **CONTRACTOR,** or should City otherwise find **CONTRACTOR'S** legal counsel unacceptable, then **CONTRACTOR** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **CONTRACTOR** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **CONTRACTOR'S** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However,

without affecting the rights of City under any provision of this Agreement, **CONTRACTOR** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **CONTRACTOR** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

19. **CONTRACTOR** must comply with the insurance requirements as described in Exhibit B, Insurance Requirements for **CONTRACTOR** as specified in IFB.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be affected 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.

21. Termination.

(a) Termination of the Contract for Default.

i. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

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

2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

3) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

4) Fails to prosecute the Work according to the schedule approved by the City Engineer;

5) Disregards laws or regulations of any public body having jurisdiction; or

6) 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, the OWNER, and the SURETY 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 the Contractor by personal delivery may be made to the 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.

iii. Simultaneously, the OWNER 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 OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

(d) Notice of Termination for Default: If the 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 Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

(e) The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

(f) Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so,

and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

(g) Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

(h) Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

(i) Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

i. Notice:

The Owner will issue a written notice of termination for convenience as follows:
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 the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
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 Owner 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.

ii. Cessation of Work:

Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

iii. Payment:

The Contractor will be paid without duplication for:

1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

3) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

Curtis Short
Avison Construction, Inc.
40434 Brickyard Drive
Madera, CA 93636

All notices and communications from **CONTRACTOR** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30)

days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. 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 of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for five years.

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.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

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

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

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that

this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. 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.

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

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

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

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

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

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

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

CITY OF MADERA (OWNER)

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

AVISON CONSTRUCTION, INC. (CONTRACTOR)

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

823535
Contractor License Number

1000003258
DIR Registration Number

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

Acknowledgment

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

State of California)

County of _____)

On _____, 2026 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

INCLUDE THIS PAGE WITH BID

REVISED - Bidder Checklist

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

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE**
[X] 3. **BID PROPOSAL SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** in the form of:
   [ ] Certified Check [X] Bidder's Bond **(submitted on form in this IFB)**
   [ ] Cashier's Check [ ] Irrevocable Letter of Credit
   [ ] Certificate of Deposit
[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 10. **CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)**
[X] 11. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 12. **BUSINESS LICENSE CERTIFICATION FORM**
[X] 13. **INSURANCE REQUIREMENTS CERTIFICATION FORM**
[X] 14. **BIDDER SELF-PERFORMANCE CERTIFICATION FORM**
[X] 15. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **COMPLETE BID AND WET-SIGNED ORIGINALS OF ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINALS delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Bid Proposal Form

IFB 202627-05 Road Rehabilitation Various Locations

Bid proposal of Avison Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of California, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "CITY"):
In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**IFB 202627-05 Road Rehabilitation Various Locations**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete each general assignment within the PROJECT in **forty-five (45) Calendar Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **Two-Thousand Five Hundred Dollars ($2,500)** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. 1, dated August 27, 2026
No. 2, dated September 3, 2026
No. _____, dated _____, 2026

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid proposal is accepted, that the BIDDER will contract with the CITY to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the CITY as therein set forth, and that he will take in full payment therefor the following prices, to wit:

INCLUDE THIS PAGE WITH BID

Bid Schedule A, Base Bid

The following Bid Schedules list the items necessary to complete the work. Each item is all inclusive and must include the total cost of mobilization, labor, and materials necessary to complete the work. In the event of a discrepancy between unit prices and extended totals, the unit price shall prevail.

The CITY reserves the right to reject any bid deemed mathematically or materially unbalanced. A bid may be considered unbalanced if unit prices are significantly disproportionate to the work to be performed or if nominal prices are submitted for some items and disproportionately high prices for others.

BID SCHEDULE A, BASE BID					
LOCATION NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	EXTENDED AMOUNT
1	West Cleveland Avenue, from Country Club Drive to east of 1103 Country Club Drive (adjacent to Burger King), Grind and Overlay	SF	31,000	5 -	155,000
2	West Cleveland Avenue and North Schnoor Avenue Intersection, Grind and Overlay	SF	10,000	7.75	77,500
3	Howard Road and Granada Drive Intersection, Grind and Overlay	SF	6,750	7.50	50,625
4	Pine Street and Howard Road Intersection, Grind and Overlay	SF	4,700	7	32,900
5	South Pine Street from Oak Street to South of Howard Road, Lane Rehabilitation (northbound lane), Full Depth Reclamation	SF	11,875	5	59,375
6	North Granada Drive northbound lane, from Foxglove Way to adjacent to 2026 North Granada Drive (VFW), Grind and Overlay	SF	14,000	7	98,000
7	West 2nd Street, from North G Street to North H Street, Grind and Overlay	SF	12,000	8	96,000
8	Schnoor Avenue, from south of Venturi Avenue (adjacent to 611 Schnoor Avenue) to north of Sunset Avenue, Grind and Overlay	SF	2,400	12	28,800
9	Avenue 17, adjacent to traffic signal at 3174 Avenue 17, to north of State Route 99 northbound on-ramp, east- and westbound lanes, Full Depth Reclamation, 3-inch Depth	SF	27,650	5	138,250
10	North Gateway Drive, from Cleveland Avenue to south of 1120 North Gateway Drive, Grind and Overlay	SF	10,000	9	90,000
11	Cleveland Avenue, from North Gateway Drive to east of the State Route 99 off-ramp, eastbound lanes, Grind and Overlay	SF	5,000	13	65,000

TOTAL BID SCHEDULE A, BASE BID, LOCATIONS 1 THROUGH 11, INCLUSIVE:
$ 891,450.00

INCLUDE THIS PAGE WITH BID

Total Amount of BID SCHEDULE A, BASE BID, LOCATIONS 1 THROUGH 11 (in words) is Eight Hundred Ninety-One Thousand, Four Hundred Fifty Dollars and Zero Cents.
In case of discrepancy between words and figures, the words shall prevail.

Bid Schedule B, Add Alternate 1

BID SCHEDULE B, ADD ALTERNATE 1					
LOCATION NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	EXTENDED AMOUNT
B-1	H Street, from North of W. 4th Street to south of Railroad Crossing, Grind and Overlay	SF	11,550	4	46,200
B-2	H Street, from north of Railroad Crossing to northbound State Route 99 onramp, Grind and Overlay	SF	21,150	3.50	74,025

TOTAL BID SCHEDULE B, ADD ALTERNATE 1, LOCATIONS B-1 THROUGH B-2 INCLUSIVE:
$ 120,225.00

Total Amount of BID B, ADD ALTERNATE 1, LOCATIONS B-1 THROUGH B-2 (in words) is:
One Hundred Twenty Thousand, Two Hundred Twenty-Five Dollars and Zero Cents.
In case of discrepancy between words and figures, the words shall prevail.

Bid Schedule C, Add Alternate 2

BID SCHEDULE C, ADD ALTERNATE 2					
LOCATION NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	EXTENDED AMOUNT
C-1	Tulare Street from East Cleveland Avenue to Mission Street, Grind and Overlay	SF	19,600	5.50	107,800

TOTAL BID SCHEDULE C, ADD ALTERNATE 2, LOCATION C-1 INCLUSIVE:
$ 107,800.00

Total Amount of BID C, ADD ALTERNATE 2, LOCATIONS C-1 (in words) is:
One Hundred Seven Thousand, Eight Hundred Dollars and Zero Cents.
In case of discrepancy between words and figures, the words shall prevail.

INCLUDE THIS PAGE WITH BID

NOTE: FOR BID TO BE CONSIDERED VALID, ALL OPTIONS (1 THROUGH 4) MUST BE INCLUDED IN YOUR BID.

OPTION 1:
GRAND TOTAL OF BID SCHEDULE A INCLUSIVE $ 891,450.00

GRAND TOTAL Amount of BID SCHEDULE A (in words) is:
Eight Hundred Ninety-One Thousand Four Hundred Fifty **Dollars and** zero **Cents.**
****

OPTION 2:
GRAND TOTAL OF BID SCHEDULE A PLUS ADD ALTERNATE 1 INCLUSIVE
$ 1,011,675.00

GRAND TOTAL of BID SCHEDULE A PLUS ADD ALTERNATE 1 (in words) is:
One Million, Eleven Thousand Six Hundred Seventy-Five **Dollars and** zero **Cents.**
****

OPTION 3:
GRAND TOTAL OF BID SCHEDULE A PLUS ADD ALTERNATE 2 INCLUSIVE
$ 999,250.00

GRAND TOTAL of BID SCHEDULE A THROUGH PLUS ADD ALTERNATE 2 (in words) is:
Nine Hundred Ninety-Nine Thousand, Two Hundred Fifty **Dollars and** zero **Cents.**
****

OPTION 4:
GRAND TOTAL OF BID SCHEDULE A PLUS ADD ALTERNATE 1 AND ADD ALTERNATE 2 INCLUSIVE
$ 1,119,475.00

GRAND TOTAL of BID SCHEDULE A PLUS ADD ALTERNATE 1 AND ADD ALTERNATE 2 (in words) is:
One Million, One Hundred Nineteen Four Hundred Seventy-Five **Dollars and** zero **Cents.**
****

INCLUDE THIS PAGE WITH BID

Bid Proposal Signature Page

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with seven (7) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the CITY.

DATE	September 8, 2026
COMPANY NAME	Avison Construction, Inc.
STREET ADDRESS	40434 Brickyard Drive
CITY/STATE/ZIP	Madera, CA 93636
PHONE NUMBER	(559) 431-0317
EMAIL	estimating@avisoninc.com
PERSON PREPARING BID	Curtis Short
TITLE	President
SIGNATURE	
CITY OF MADERA BUS. LIC. NO.	967
CA CONTRACTOR'S LIC. NO. & CLASS	823535, A/C31
DIR REGISTRATION NO. & WORK CLASSIFICATION	1000003258 / Operating Engineers, Laborers, Cement Masons

Attest
(Seal if bid is by a corporation)

INCLUDE THIS PAGE WITH BID

Subcontractor Listing

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

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Bid Bond

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, Avison Construction, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto City of Madera as Owner in the penal sum of ten percent of amount bid*** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of August, 2026. The condition of the above obligation is such that whereas the Principal has submitted to City of Madera a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"IFB 202627-05 Road Rehabilitation Various Locations"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

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

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

Avison Construction, Inc. (L.S.) By Curtis Sneed, President
Principal

Travelers Casualty and Surety Company of America
Surety

By:
(Seal and Notarial Acknowledge of Surety)
Attorney-In-Fact: Justin Smit

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 Fresno)

On August 21, 2026 beforeme, Roberta Voss Notary Public
(insert name and title of the officer)

personallyappeared Justin Smit,
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.

POA5 ROBERTA VOSS
COMM. #2545746
NOTARY PUBLIC-CALIFORNIA
FRESNO COUNTY
My Comm. Expires January 19, 2030 POA5

Signature Roberta Voss (Seal)

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **ROBERTA VOSS** of **FRESNO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **August**, **2026**.

SEAL SEAL SEAL

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

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

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

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

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

To the CITY of MADERA

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

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

Name of Bidder	Avison Construction, Inc.
Signature	
Name	Curtis Short
Title	President
Dated	September 8, 2026

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

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

Yes _____ No X____

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

_____

_____

_____

Public Contract Code 10232 Statement

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

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

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

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

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

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

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

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

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

INCLUDE THIS PAGE WITH BID

California Air Resources Board (CARB) Off-Road Diesel Fleet Compliance (DOORS Certification)

All contractors and subcontractors utilizing off-road diesel-fueled vehicles with 25 horsepower or greater, or most two-engine vehicles, on this public works project in California shall be in full compliance with the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, Title 13, Section 2449 et seq.).

Effective January 1, 2024, prime contractors and public works awarding bodies are required to obtain and retain a fleet's valid Certificate of Reported Compliance from CARB's Diesel Off-Road Online Reporting System (DOORS) prior to awarding or entering into a contract for work on public works projects involving the use of such vehicles.

Bidders shall provide a copy of their firm's (and any proposed subcontractors') current and valid CARB "Certificate of Reported Compliance" for their off-road diesel fleet(s) with their bid proposal.

The City reserves the right to verify the authenticity and validity of all submitted Certificates of Reported Compliance through the CARB DOORS system at http://www.arb.ca.gov/doors/compliance_cert1.html or by contacting the CARB DOORS Hotline.

The awarded Contractor shall maintain continuous compliance with all CARB Off-Road Diesel-Fueled Fleets Regulations throughout the duration of the contract and shall provide updated Certificates of Reported Compliance to the City throughout the project annually, or upon request, to demonstrate continued compliance.

Failure to provide a valid Certificate of Reported Compliance, or to maintain ongoing compliance, may result in the rejection of the bid, termination of the contract, and/or other penalties as permitted by law.

Exemptions:
If a bidder believes their fleet or operations are exempt from these requirements under CARB regulations (e.g., emergency operations as defined in Title 13 California Code of Regulations Section 2449(c)(18)), they must provide detailed documentation and justification for such exemption with their bid proposal for review and approval by the City.

The Bidder must place a check mark after "Yes", "No", or "N/A" in one of the boxes provided below.

DOORS certification included with bid: ☒ Yes ☐ Exempt
☐ N/A (no applicable vehicles will be used for this project.

If the answer is Exempt, explain the circumstances in the following space.
See Attached.

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

AVISON CONSTRUCTION,INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

3223

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	x
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	x
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	x
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	x
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	x
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	x
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

Signature

Curtis Short, President

(name)

40434 Brickyard Drive

(address)

Madera, CA 93636

(city state zip)

☐ Additional page(s) attached.

INCLUDE THIS PAGE WITH BID

Business License Certification

IFB/RFP No: 202627-05
IFB/RFP Title: Road Rehabilitation Various Locations
Business Name: Avison Construction, Inc.

The undersigned certifies that the Contractor understands and agrees to comply with the City's business license requirements applicable to the services contemplated under this solicitation.

Please select **one**:

☒ **Contractor Currently Licensed**

The Contractor currently holds a valid City business license and will maintain the required license for the duration of the contract, as applicable. If this option is checked, please enter your business license number and expiration date here: 967 / Exp. 6.30.2027

☐ **Contractor Will Obtain Business License if Awarded**

The Contractor does not currently hold a City business license but acknowledges that, if awarded a contract by the City, the Contractor is required to obtain and maintain the applicable City business license before commencing work and/or receiving payment, as required by the City.

The Contractor further acknowledges that **the City will not issue payment to the Contractor until the Contractor has obtained and provided evidence of a valid City business license**.

The Contractor certifies that all information provided on this form is true and correct and acknowledges that failure to obtain or maintain the required business license will result in the Contractor being ineligible to perform work or receive payment under the resulting contract.

Authorized Representative: Curtis Short
Title: President
Signature:
Date: 9/8/2026

INCLUDE THIS PAGE WITH BID

Insurance Requirements Certification

IFB/RFP No: 202627-05
IFB/RFP Title: Road Rehabilitation Various Locations
Business Name: Avison Construction, Inc.

The undersigned acknowledges that the Contractor has reviewed and understands the City's insurance requirements included with this solicitation and agrees to comply with all applicable insurance requirements if awarded a contract.

The Contractor acknowledges and certifies that:

1. The Contractor has reviewed the **Insurance Requirements in the Information for Bidders section** as included with the above noted IFB and understands the types and amounts of insurance coverage required by the City.
2. The Contractor has submitted a current **Certificate of Insurance (COI) attached to this form with bid submittal** demonstrating that the Contractor currently maintains, or is able to obtain, the required insurance coverage types and limits.
3. The Contractor understands that submission of a Certificate of Insurance **does not, by itself, satisfy the City's insurance requirements**. The Contractor must provide all required insurance endorsements and other documentation specified in the City's Insurance Requirements prior to contract award.
4. The Contractor acknowledges that, if selected for award, **the contract will not be executed by the City until the Contractor has provided all required insurance endorsements and documentation, and those materials have been reviewed and determined to satisfy the City's insurance requirements.**
5. The Contractor understands that failure to provide the required insurance documentation, including acceptable endorsements, will result in the City being unable to execute the contract and will affect the Contractor's eligibility for award.
6. The Contractor understands that **endorsements are not required to be submitted with the bid**, however, must nevertheless be provided and approved by the City **prior to contract execution**.

By signing below, the undersigned certifies that they are authorized to represent the Contractor and that the Contractor has reviewed, understands, and agrees to comply with the City's insurance requirements applicable to the resulting contract.

Authorized Representative: Curtis Short
Title: President
Signature:
Date: 9/8/2026

SAMPLE

CALVALL-03

RVOSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096
DiBuduo & DeFendis Insurance Brokers, LLC
P.O. Box 5479
Fresno, CA 93755-5479

CONTACT NAME: Roberta Voss
PHONE (A/C, No, Ext): (559) 437-6632 FAX (A/C, No): (559) 437-6633
E-MAIL ADDRESS: roberta.voss@dibu.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	36161
INSURER B : Travelers Indemnity Company of Connecticut	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Avison Construction, Inc.
40434 Brickyard Drive
Madera, CA 93636

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CO4G178289	10/21/2025	10/21/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYEE BENEFI	$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	8106N9712472626G	10/21/2025	10/21/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			CUP0K312096	10/21/2025	10/21/2026	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	UB9J6059292626G	1/1/2026	1/1/2027	E.L. EACH ACCIDENT	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Property Damage Deductible - $5,000 per occurrence

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

INCLUDE THIS PAGE WITH BID

Bidder Self-Performance Certification

IFB/RFP No: 202627-05
IFB/RFP Title: Road Rehabilitation Various Locations
Bidder: Avison Construction, Inc.

The undersigned Bidder certifies that, if awarded the Contract, the Bidder will **self-perform no less than thirty percent (30%) of the total Contract Work**, as measured by the total value of the Work to be performed under the Contract, excluding specialty items designated by the City on the bid proposal.

For purposes of this certification, **self-performed Work** means Work performed directly by the Bidder's own forces and employees and does not include Work performed by subcontractors, suppliers, or other third parties.

The Bidder understands and agrees that:

1. The Bidder is responsible for performing no less than thirty percent (30%) of the total Contract Work with its own forces, unless otherwise permitted by the Contract Documents or applicable law.
2. The Bidder shall identify all proposed subcontractors in accordance with the requirements of the Bid Documents.
3. The Bidder's failure to comply with the self-performance requirement may constitute a breach of the Contract and may result in remedies available to the City under the Contract Documents and applicable law.
4. The City may require documentation reasonably necessary to verify compliance with this requirement.
5. This certification is made as part of the Bid and is a material representation upon which the City may rely in determining the Bidder's responsiveness and responsibility.

By signing below, the undersigned certifies under penalty of perjury that the information provided in this certification is true and correct and that the Bidder agrees to comply with the requirements stated above.

Legal Business Name: Avison Construction, Inc.
Authorized Representative: Curtis Short
Title: President
Signature:
Date: 9/8/2026

ADDENDUM NO. 1

August 27, 2026

RE: IFB 202627-05 Road Rehabilitation Various Locations

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 8, 2026

No.	Attachments	Number of Pages
1	Pre-Bid Meeting Sign-in Sheet (NOTE: sign-in sheet redacted to protect privacy of attendees).	1
2.	Pre-Bid Meeting Minutes	5
3.	Q&A through 5:00pm, August 25, 2026	3
4.	Revised Bidder Checklist	1
5.	Business License Certification Form	1
6.	Insurance Requirements Certification Form	1
7.	Bidder Self-Performance Certification Form	1
8.	Benchmark Map (NOTE: additional data available at *www.noaa.gov*)	1

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Avison Construction, Inc.
Signature:
Acknowledged by: Curtis Short, President

ADDENDUM NO. 2

September 3, 2026

RE: IFB 202627-05 Road Rehabilitation Various Locations

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 8, 2026

Revised Response for Question 9 from Q&A through 5:00pm, August 25, 2026:

Q 09 Is compaction testing going to be provided by the City?

A 09 When testing is required, per Section 1-7 of the General Conditions, "All initial compaction and materials tests shall be performed at no expense to the CONTRACTOR."

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 2, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Avison Construction, Inc.
Signature:
Acknowledged by: Curtis Short, President

effort to inform local businesses of the opportunity.

18. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

19. Contractor must submit proof of insurance and endorsement that meet the Insurance Requirements for Contractors detailed below prior to contract award by City Council.

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

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

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Primary/Non-Contributary
Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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 C

ADDENDUM NO. 1

August 27, 2026

RE: IFB 202627-05 Road Rehabilitation Various Locations

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 8, 2026

No.	Attachments	Number of Pages
1	Pre-Bid Meeting Sign-in Sheet (NOTE: sign-in sheet redacted to protect privacy of attendees).	1
2.	Pre-Bid Meeting Minutes	5
3.	Q&A through 5:00pm, August 25, 2026	3
4.	Revised Bidder Checklist	1
5.	Business License Certification Form	1
6.	Insurance Requirements Certification Form	1
7.	Bidder Self-Performance Certification Form	1
8.	Benchmark Map (NOTE: additional data available at *www.noaa.gov*)	1

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: _____

Signature: _____

Acknowledged by: _____

IFB No. 202627-05 Road Rehabilitation Various Locations
Pre-Bid Meeting
August 21, 2026, 10:00am

Name (please print)	Company/Agency (please print)	Phone	Email Address (please print)
Harpiar Gandhi	City of Madera, Public Works	(559) 661-5466	hgandhi@madera.gov
Jamie Hickman	City of Madera, Public Works	(559) 661-5466	jhickman@madera.gov
Jonathan Medina	City of Madera, Public Works	(559) 661-5466	jmedina1@madera.gov
Jennifer Stickman	City of Madera, Purchasing	(559) 661-5463	jstickman@madera.gov
JOHN HALOPOFF	ARRON CONST	[redacted]	
NOH RUNOR	OE3		
Jonathan Medina			
Daniel Diaz	Milani and Associates		

Road Rehabilitation Various Locations

Invitation for Bid (IFB) No. 202627-05

Pre-Bid Meeting
August 20, 2026, 10:00am
Madera Public Works
1030 South Gateway Drive
Madera, CA

Agenda Items

1. Welcome/Introductions and Circulation of Sign-in Sheet.

2. Important Dates
   A. Questions must be submitted online through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home under the "Q&A" tab, until no later than 5:00pm on Tuesday, August 25, 2026.

   B. Bids due no later than 4:00pm on Tuesday, September 8, 2026. Bids must be submitted online through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home.

   All required sections shall be submitted via the website. Proposer is solely responsible for on time submission of their electronic submittal. The bid management system will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those submittals that were transmitted successfully. Do not fax or e-mail. In the event you encounter technical difficulties during the uploading process, please contact Planet Bids technical support directly via email at support@planetbids.com or call (818) 992-1771 (M-F from 7:00am to 5:00pm Pacific).

3. Bid Submittal Requirements

A. Items 1 through 12 on the Bidder Checklist.
Note, Bidder Checklist will be revised by addendum to include additional exhibits, including insurance and business license certifications, so checklist will be expanded to include Items 1 through 15.

B. Make sure you submit a hard copy original of your complete bid and all required forms as uploaded to PlanetBids **no sooner** than the bid submittal date and time, and **no later** than 4:00pm on the 3rd business day after bid opening to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637.

4. Summary of Project Scope of Work

A. The Engineer's Opinion of Cost for this project is $2,450,000.

B. The City is in need of road rehabilitation in various locations throughout the City as identified on the location map included as Attachment A. The work in general includes, but is not limited to grinding, overlay, full depth reclamation, traffic control, protection of existing utilities and improvements, adjustment of utility covers and valve boxes to grade, pavement repairs as necessary, installation of pavement fabric (if required), asphalt paving, rolling and compaction, striping and pavement markings restoration, cleanup, and disposal of excess materials. Vicinity maps showing the approximate project locations are included as Attachment A for reference.

All work shall be performed in accordance with the latest edition of the State of California Department of Transportation (Caltrans) Standard Specifications and Standard Plans, and the requirements of the City of Madera.

The Contractor shall furnish all labor, materials, equipment, tools, transportation, and incidentals necessary to complete the work in a safe and workmanlike manner and within the time specified in the Contract Documents.

The contractor must comply with all safety requirements as set forth in the latest editions of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), as well as the MUTCD California Supplement.

All work shall be completed within forty-five (45) calendar days from the date specified in the Notice to Proceed.

<u>Grind/Overlay</u>

Contractor's bid price for this item shall include all costs including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and other fees necessary for the Contractor to perform the work.

The work to be performed under this Contract consists generally of cold planing (grinding) the existing asphalt concrete pavement to the depth of 3-inches, removal and disposal of grindings, preparation of the existing surface, application

of tack coat, placement of hot mix asphalt (HMA) overlay, compaction, and all related appurtenant work necessary to complete the project.

Full Depth Reclamation

Contractor's bid price for this item shall include all costs including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and other fees necessary for the Contractor to perform the work.

The work to be performed under this Contract consists generally of full depth reclamation (FDR) of the existing roadway pavement section by pulverizing and blending the existing asphalt concrete pavement and underlying base material , application of stabilizing agents if required, shaping, grading, moisture conditioning, compaction, and placement of asphalt concrete overlay, together with all related appurtenant work necessary to complete the project.

Estimated Quantities

All quantities identified in the Bid Schedule are approximate and are provided solely for the purpose of comparing bids. Actual quantities may vary from those estimated. Payment for Work performed shall be based on the actual quantities furnished, installed, or completed, as verified by the City, and paid at the applicable unit prices set forth in the Contractor's bid proposal.

Adjustment of Quantities

The City reserves the right to increase or decrease any bid item quantity by up to twenty-five percent (25%) of the estimated quantity without invalidating the Contract or entitling the Contractor to any additional compensation beyond the applicable unit prices bid for such items.

C. Review location maps.
NOTE: locations are rough estimates. Any additions/change orders will be based on final pay quantities.

Location notes:

Location 1
Map reviewed, nothing to note.

Location 2
We would like to avoid traffic loops, but if we must replace them, that work will be added by change order.

Location 3
We would like to avoid traffic loops, but if we must replace them, that work will be added by change order.

Location 4
Map reviewed, nothing to note.

Location 5
Full depth reclamation.

Location 6
Grind and overlay but will issue a change order if it is determined that we need to go to full depth reclamation.

Location 7
Map reviewed, nothing to note.

Location 8
Northbound lane only.

Location 9
Deconstruction whole northbound lane from the signal in front of Love's to the abutment of the bridge. Will need geofabric underneath, and subgrade if needed.

Location 10
Map reviewed, nothing to note.

Location 11
Map reviewed, nothing to note.

Location B1 & B2 (Add Alternate 1)
Map reviewed, nothing to note.

Location C1 (Add Alternate 2)
Map reviewed, nothing to note.

5. Questions

Question: Are we preserving or replacing monuments? Replacing/updating them is recommended.

Answer: City would prefer that monuments are preserved. Will furnish a monument map is one is available.
NOTE: Benchmark map furnished by the City's Engineering division is included with Addendum No. 1. Engineering also advised that the map may have been last updated approximately 30 years ago, so they provide the following link to surveyors: www.noaa.gov.

Question: Can we grind at night?
Answer: Yes, if contractor provides 36-hour notice to Public Works director, and with prior approval from the City's Community Development department. All Cleveland locations can be night work if approved. Also, the City is open to two shifts - one for day, and the other for night - if night work approved.

Question: How lenient is the City on road closures?
Answer: If proper detours are provided, we can work on road closures. Also, note that we require traffic management plan for each location to be submitted prior to commencing work.

Question: Are there any locations in the CalTrans right-of-way?
Answer: No. Limits of work remain in the City's jurisdiction.

Question: Will we be allowed to space out paving work if there are two adjacent locations?
Answer: Yes, if traffic is not impacted and locations can be opened to traffic within the next day.

Question: Bonds and insurance required?
Answer: Yes. City will issue addendum to add exhibits, including exhibits for insurance and business license requirements. Contractors advised that contract will not be signed until insurance requirements included in the IFB are met and no payment will be made until business license requirements are met.

6. Meeting Conclusion

7. Job Walk
None.

Q&A through 5:00pm, August 25, 2026

Q 01 Are traffic loops going to be replaced at the intersections with signals? If so, can the City create a bid number or direct the contractor how they will get paid for this scope?

A 01 We anticipate that we will be able to avoid traffic loops, but if it is unavoidable we will add this work by change order.

Q 02 Is the City aware of any areas within the project limits which currently has pavement fabric that will need to be replaced?

A 02 No.

Q 03 In which bid item will the payment of replacing stripings and markings be paid under?

A 03 Striping will be done by City.

Q 04 Please confirm that the Full Depth Reclamation is 3 inches for both bid item #5 and bid item #9.

A 04 4" for these locations.

Q 05 Please confirm from meeting that all locations need to be ground out and paved back before moving to the next location?

A 05 Yes, if the locations are closed and the contractor can confirm that the paving will be done next day, City may be able to approve working on multiple locations.

Q 06 Does the bidder get any bid preference for being local from the City of Madera?

A 06 No. While the City encourages local business participation, the City of Madera does not have a local bidder preference policy.

Q 07 Please confirm full depth reclamation as removing 3" of asphalt down to native subgrade or aggregate base, proof rolling, and repaving 3" thick.

A 07 Correct (excluding locations 5 and 9 - these are 4") and adding geofabric if required.

Q 08 Please confirm per meeting that locations 1, 2, 3, 10, and 11 are all to be done at night with the rest of the locations to be done during the day.

A 08 Standard working hours for all location. Night work will only be allowed if contractor provides 36-hour notice to the Public Works director, and with prior approval from the City's Community Development department. Please note, noise generating construction equipment activities shall be limited to hours specified in §3-11.02 of the Madera Municipal Code. Also, contractor must comply with all applicable provisions of the California Labor Code regarding employees and overtime (Sections 1720 et seq, and sections 1810 through 1815).

Q 09 Is compaction testing going to be provided by the City?

A 09 No.

Q 10 Is an encroachment permit for the City required? Will it be a no fee permit?

A 10 Contractor must apply for encroachment permit. It will not be a no-fee permit.

Q 11 To save money, can locations 5 and 9 be overlaid instead of full depth reclamation?
A 11 No

Q 12 Is the contractor to restripe all areas repaved?
A 12 Striping will be done by City.

Q 13 If full depth reclamation is required at locations 5 and 9, can more specifications be provided to complete?
A 13 Details were provided during the pre-bid meeting.

Q 14 For full depth reclamation, how deep does the contractor need to grind in place and how thick is the asphalt section on top? One location indicates 3" of asphalt and the other doesnt indicate a depth.
A 14 The City follows Caltrans standards, which require reclamation of the full asphalt section and a portion of the underlying base along with placing geofabric.

Q 15 For night work, what are the hours of work for all locations? For day work, what are the hours of work for all locations?
A 15 Standard working hours for all location. Night work will only be allowed if contractor provides 36-hour notice to the Public Works director, and with prior approval from the City's Community Development department. Please note, noise generating construction equipment activities shall be limited to hours specified in §3-11.02 of the Madera Municipal Code. Also, contractor must comply with all applicable provisions of the California Labor Code regarding employees and overtime (Sections 1720 et seq, and sections 1810 through 1815).

Q 16 Can the City please provide the working hours for this project?
A 16 Standard working hours for all location. Night work will only be allowed if contractor provides 36-hour notice to the Public Works director, and with prior approval from the City's Community Development department. Please note, noise generating construction equipment activities shall be limited to hours specified in §3-11.02 of the Madera Municipal Code. Also, contractor must comply with all applicable provisions of the California Labor Code regarding employees and overtime (Sections 1720 et seq, and sections 1810 through 1815).

Q 17 Can the City please provide lane closure charts/windows for each location identifying if the road can be closed or how many lanes can be closed?
A 17 Traffic management plan for each location as submitted by Contractor before commencing work will determine.

Q 18 Can the City confirm if lime or cement will be needed as a stabilizing agent when performing FDR. If not, then is the City just looking to pulverize existing and repave?
A 18 We cannot confirm .

Q 19 What is the FDR depth at location 5 (South Pine from Oak Street to South of Howard Road)?
A 19 Follow Caltrans Standards.

Q 20 Will the city provide survey for finish grades if needed?
A 20 No.

Q 21 Will FDR Just in Time Training (JITTT) be required?
A 21 No.

Q 22 Is the grind & overlay continious or are they broken out like "dig outs"?
A 22 Broken out if required and site specific.

Q 23 Will railroad insurance be needed at of the locations?
A 23 See the City's insurance requirements in the IFB.

Q 24 Will a Caltrans encroachment permit be needed at any of the locations? If so, under what bid item will the contractor get compensated?
A 24 All work will be within the City's right-of-way.

Q 25 Can the City please provide a table/plan sheet showing the number of utility adjustments and type per location? This will help ensure that all contractors are bidding the same quantitiy.
A 25 No.

Q 26 Will there be any loops or electrical affected by this road rehab project? If so can you please add a bid item for this work?
A 26 We anticipate that we will be able to avoid traffic loops, but if it is unavoidable we will add this work by change order.

Q 27 Can the City please provide existing core data at each location?
A 27 Not available.

INCLUDE THIS PAGE WITH BID

REVISED - Bidder Checklist

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

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE**
[X] 3. **BID PROPOSAL SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** in the form of:
   [ ] Certified Check [ ] Bidder's Bond **(submitted on form in this IFB)**
   [ ] Cashier's Check [ ] Irrevocable Letter of Credit
   [ ] Certificate of Deposit
[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 10. **CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)**
[X] 11. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 12. **BUSINESS LICENSE CERTIFICATION FORM**
[X] 13. **INSURANCE REQUIREMENTS CERTIFICATION FORM**
[X] 14. **BIDDER SELF-PERFORMANCE CERTIFICATION FORM**
[X] 15. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **COMPLETE BID AND WET-SIGNED ORIGINALS OF ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINALS delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Business License Certification

IFB/RFP No: _____
IFB/RFP Title: _____
Business Name: _____

The undersigned certifies that the Contractor understands and agrees to comply with the City's business license requirements applicable to the services contemplated under this solicitation.

Please select **one**:

☐ **Contractor Currently Licensed**

The Contractor currently holds a valid City business license and will maintain the required license for the duration of the contract, as applicable. If this option is checked, please enter your business license number and expiration date here: _____

☐ **Contractor Will Obtain Business License if Awarded**

The Contractor does not currently hold a City business license but acknowledges that, if awarded a contract by the City, the Contractor is required to obtain and maintain the applicable City business license before commencing work and/or receiving payment, as required by the City.

The Contractor further acknowledges that **the City will not issue payment to the Contractor until the Contractor has obtained and provided evidence of a valid City business license**.

The Contractor certifies that all information provided on this form is true and correct and acknowledges that failure to obtain or maintain the required business license will result in the Contractor being ineligible to perform work or receive payment under the resulting contract.

Authorized Representative: _____
Title: _____
Signature: _____
Date: _____

INCLUDE THIS PAGE WITH BID

Insurance Requirements Certification

IFB/RFP No: _____
IFB/RFP Title: _____
Business Name: _____

The undersigned acknowledges that the Contractor has reviewed and understands the City's insurance requirements included with this solicitation and agrees to comply with all applicable insurance requirements if awarded a contract.

The Contractor acknowledges and certifies that:

1. The Contractor has reviewed the **Insurance Requirements in the Information for Bidders section** as included with the above noted IFB and understands the types and amounts of insurance coverage required by the City.
2. The Contractor has submitted a current **Certificate of Insurance (COI) attached to this form with bid submittal** demonstrating that the Contractor currently maintains, or is able to obtain, the required insurance coverage types and limits.
3. The Contractor understands that submission of a Certificate of Insurance **does not, by itself, satisfy the City's insurance requirements**. The Contractor must provide all required insurance endorsements and other documentation specified in the City's Insurance Requirements prior to contract award.
4. The Contractor acknowledges that, if selected for award, **the contract will not be executed by the City until the Contractor has provided all required insurance endorsements and documentation, and those materials have been reviewed and determined to satisfy the City's insurance requirements.**
5. The Contractor understands that failure to provide the required insurance documentation, including acceptable endorsements, will result in the City being unable to execute the contract and will affect the Contractor's eligibility for award.
6. The Contractor understands that **endorsements are not required to be submitted with the bid**, however, must nevertheless be provided and approved by the City **prior to contract execution**.

By signing below, the undersigned certifies that they are authorized to represent the Contractor and that the Contractor has reviewed, understands, and agrees to comply with the City's insurance requirements applicable to the resulting contract.

Authorized Representative: _____
Title: _____
Signature: _____
Date: _____

INCLUDE THIS PAGE WITH BID

Bidder Self-Performance Certification

IFB/RFP No: _____
IFB/RFP Title: _____
Bidder: _____

The undersigned Bidder certifies that, if awarded the Contract, the Bidder will **self-perform no less than thirty percent (30%) of the total Contract Work**, as measured by the total value of the Work to be performed under the Contract, excluding specialty items designated by the City on the bid proposal.

For purposes of this certification, **self-performed Work** means Work performed directly by the Bidder's own forces and employees and does not include Work performed by subcontractors, suppliers, or other third parties.

The Bidder understands and agrees that:

1. The Bidder is responsible for performing no less than thirty percent (30%) of the total Contract Work with its own forces, unless otherwise permitted by the Contract Documents or applicable law.
2. The Bidder shall identify all proposed subcontractors in accordance with the requirements of the Bid Documents.
3. The Bidder's failure to comply with the self-performance requirement may constitute a breach of the Contract and may result in remedies available to the City under the Contract Documents and applicable law.
4. The City may require documentation reasonably necessary to verify compliance with this requirement.
5. This certification is made as part of the Bid and is a material representation upon which the City may rely in determining the Bidder's responsiveness and responsibility.

By signing below, the undersigned certifies under penalty of perjury that the information provided in this certification is true and correct and that the Bidder agrees to comply with the requirements stated above.

Legal Business Name: _____
Authorized Representative: _____
Title: _____
Signature: _____
Date: _____

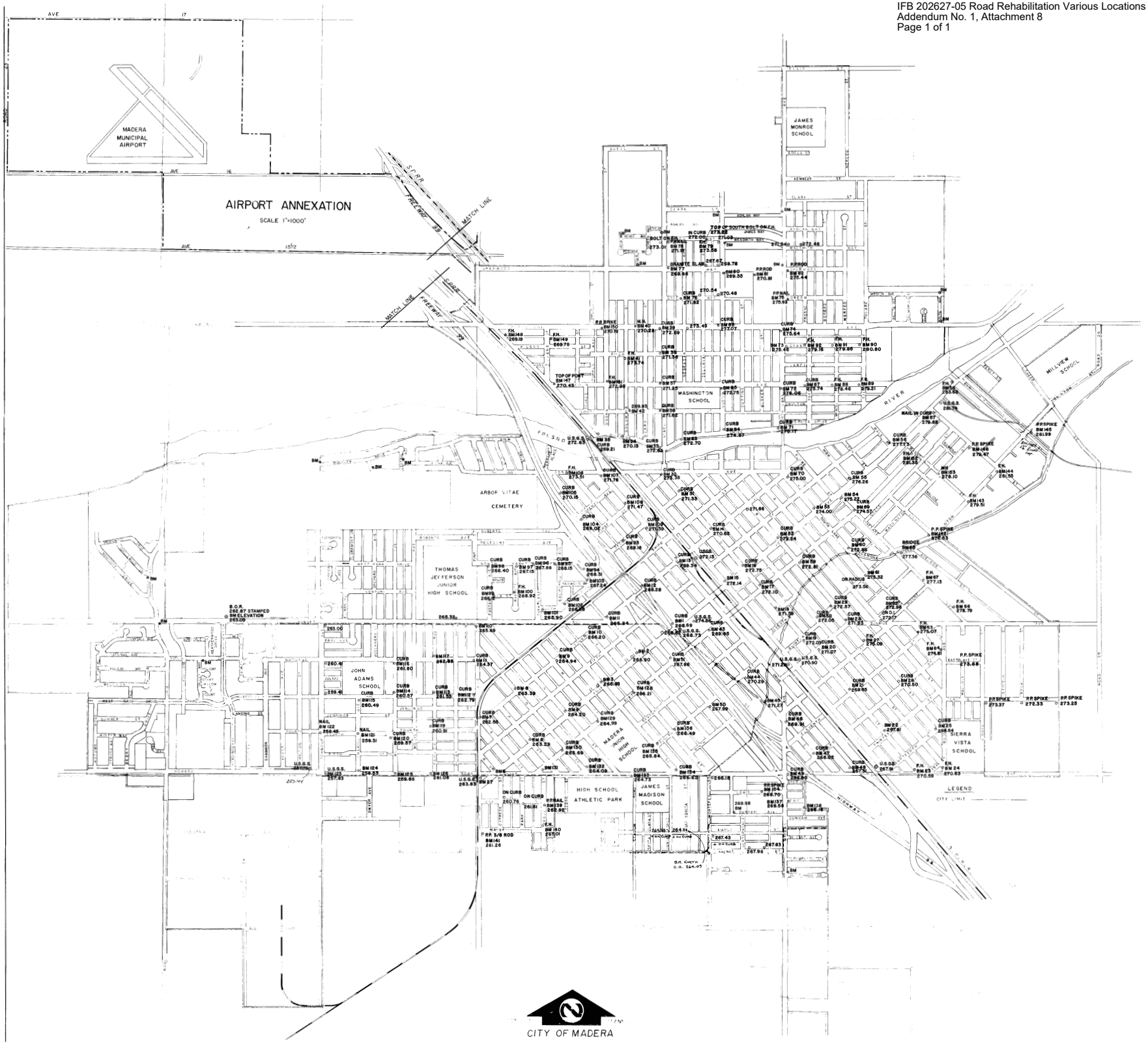

AIRPORT ANNEXATION
SCALE 1"=1000'
MADERA MUNICIPAL AIRPORT
MATCH LINE
FREEWAY 99
S.P.R.R.
JAMES MONROE SCHOOL
WASHINGTON SCHOOL
ARBOR VITAE CEMETERY
THOMAS JEFFERSON JUNIOR HIGH SCHOOL
JOHN ADAMS SCHOOL
MADERA HIGH SCHOOL
HIGH SCHOOL ATHLETIC PARK
JAMES MADISON SCHOOL
SIERRA VISTA SCHOOL
MILLVIEW SCHOOL
RIVER
LEGEND
CITY LIMIT
CITY OF MADERA

Exhibit D

ADDENDUM NO. 2

September 3, 2026

RE: IFB 202627-05 Road Rehabilitation Various Locations

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, September 8, 2026

Revised Response for Question 9 from Q&A through 5:00pm, August 25, 2026:

Q 09 Is compaction testing going to be provided by the City?
A 09 When testing is required, per Section 1-7 of the General Conditions, "All initial compaction and materials tests shall be performed at no expense to the CONTRACTOR."

Issued by: J. Stickman
Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 2, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: _____
Signature: _____
Acknowledged by: _____

Exhibit E

Invitation for Bid

No. 202627-05

for

Road Rehabilitation Various Locations

Date Released: August 15, 2026

City of Madera

Public Works

Bids are due prior to 4:00pm, September 8, 2026

Table of Contents

NOTICE OF INVITATION FOR BID 3
Introduction 3
Description of Work 3
Bid Submittal Date (Close date) 3
Bidder Questions 3
Pre-Bid Meeting 3
Instructions to Bidders 4
Required Contractors Licenses 4
Bonding Requirements 4
Prevailing Wages 5
Bid Protest Procedures 5
Scope of Work 6
Bidder Checklist 8
Bid Proposal Form 9
Bid Schedule A, Base Bid 10
Bid Schedule B, Add Alternate 1 11
Bid Schedule C, Add Alternate 2 11
Bid Proposal Signature Page 13
Subcontractor Listing 14
Certification 15
Noncollusion Affidavit 16
Public Contract Code 17
Equal Employment Opportunity Certification 18
California Air Resources Board (CARB) Off-Road Diesel Fleet Compliance (DOORS Certification) 19
Disclosure of Conflict of Interest 20
Bid Bond 21
Payment Bond 22
Performance Bond 24
Standard Specifications and Plans 26
General and Special Conditions 26
Information for Bidders 26
Attachments 32

NOTICE OF INVITATION FOR BID

Road Rehabilitation Various Locations

Invitation for Bid (IFB) No. 202627-05

Introduction

Pursuant to California Public Contract Code (PCC) §22000 et seq., the City of Madera ("City") hereby seeks bids in response to this Invitation for Bid No. 202627-05 for Road Rehabilitation Various Locations. The contract will be awarded to the lowest responsive, responsible bidder based on the base bid amount. Add alternates may be added upon contract award as budget allows and at the City's discretion. The City reserves the right to reject any bid deemed mathematically or materially unbalanced, including but not limited to bids where unit prices are significantly disproportionate to the estimated cost of the work or where nominal prices are placed on some items and inflated prices on others.

Description of Work

The City is seeking contractors to submit bids for the road rehabilitation in various locations throughout the City. The work in general includes, but is not limited to grinding, overlay, full depth reclamation, traffic control, protection of existing utilities and improvements, adjustment of utility covers and valve boxes to grade, pavement repairs as necessary, pavement fabric if required, asphalt paving, rolling and compaction, striping and pavement marking restoration, cleanup, and disposal of excess materials.

The Engineer's Opinion of Cost for this project is $2,450,000.

Bid Submittal Date (Close date)

Electronic bids will be accepted on City bid forms provided by the City, until the time and date listed below.

In the event this Invitation for Bid is obtained through any means other than the City's distribution, the City will not be responsible for the completeness, accuracy or timeliness of the final bid document and may deem bid non-responsive.

All bids must be submitted through the City's PlanetBids vendor portal no later than 4:00pm on September 8, 2026, at https://pbsystem.planetbids.com/portal/54016/portal-home.

Bidder Questions

Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home no later than 5:00pm on August 25, 2026.

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

Pre-Bid Meeting

A non-mandatory pre-bid meeting is scheduled for 10:00am on August 21, 2026, at 1030 S. Gateway

Drive, Madera, CA 93637. Please note, this will include a site visit to the locations under consideration.

In accordance with the Americans with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any proceeding because of that disability should contact Jennifer Stickman at (559) 661-5463 or by email at jstickman@madera.gov at least five (5) business days prior to the pre-bid meeting.

Instructions to Bidders

Top view or obtain a copy of this IFB by visiting or contacting any of the following:

City of Madera PlanetBids Vendor Portal
Website: https://pbsystem.planetbids.com/portal/54016/portal-home

Construction Bidboard (Ebidboard), Phone: 800-479-5314
Website: www.ebidboard.com

Dodge Data & Analytics, Phone: 877-784-9556
Website: www.construction.com

Placer County Contractors Association & Builders Exchange, Phone: 916-771-7229
Website: www.pccamembers.com

Builders' Exchange of San Joaquin, Phone: 209-478-1000
Website: http://www.bxsj.org

Central California Builders Exchange, Phone: 559-237-1831
Website: http://cencalbx.com/

Valley Builders Exchange. Phone: (209) 522-9031
Website: www.valleybx.com

Required Contractors Licenses

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300 and shall be licensed in the following classification as required by the scope of work: **A General Engineering Contractor License.** Any Bidder not meeting the license requirement(s) following the bid opening will be rejected as nonresponsive. All Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

Per Labor Code §1771.1, a contractor or subcontractor is not qualified to bid on, be last in a bid proposal for, or perform work on this project unless registered and qualified under Labor Code §1725.5.

Bonding Requirements

Bid security required in the amount of ten percent (10%) of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance and certified by the US Bureau of Fiscal Service to conduct business within the state of California, cash,

cashier's check, or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Payment Bond equal to one hundred percent (100%) of the Bid Security is required within 7 days of the Notice of Intent to Award on all projects valued at $25,000 and above.

Performance Bond equal to one hundred percent (100%) of the Bid Security is required within 7 days of the Notice of Intent to Award on all projects valued at $100,000 and above.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Prevailing Wages

The project is a public works project subject to California Labor Code §1770 et seq., The Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes.

The California DIR Public Works Contractors website is: http://www.dir.ca.gov/Public-Works/Contractors.html. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the selected contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this contract. Contractor shall post on site all required job site notices as prescribed by law or regulation.

Bid Protest Procedures

Any actual or prospective bidder, offeror, or contractor may protest an IFB to the City's Procurement Services Manager and/or Director of Financial Services by submitting a written appeal within five (5) working days of knowing or reasonably should have known the facts giving rise to the protest, sent via email to jstickman@madera.gov, or mail to Jennifer Stickman, 205 W. 4th Street, Madera, CA 93637, addressing specific issues such as bid contradictions or procurement errors. The Procurement Services Manager and/or Director of Financial Services have the authority to resolve such protests and will provide a written response within five (5) working days unless more time is needed; if the protester is unsatisfied, they may appeal to the City Manager within five (5) business days, and then to the City Council as a final appeal, where they may be heard. While protests generally halt solicitation proceedings, the City may proceed if the Procurement Services Manager and/or Director of Financial Services determine it's necessary to protect a substantial City interest. To deter frivolous protests, those who file two (2) unsuccessful protests within twelve (12) months may face debarment from future bids.

Scope of Work

The City is in need of road rehabilitation in various locations throughout the City as identified on the location map included as Attachment A. The work in general includes, but is not limited to grinding, overlay, full depth reclamation, traffic control, protection of existing utilities and improvements, adjustment of utility covers and valve boxes to grade, pavement repairs as necessary, installation of pavement fabric (if required), asphalt paving, rolling and compaction, striping and pavement markings restoration, cleanup, and disposal of excess materials. Vicinity maps showing the approximate project locations are included as Attachment A for reference.

All work shall be performed in accordance with the latest edition of the State of California Department of Transportation (Caltrans) Standard Specifications and Standard Plans, and the requirements of the City of Madera.

The Contractor shall furnish all labor, materials, equipment, tools, transportation, and incidentals necessary to complete the work in a safe and workmanlike manner and within the time specified in the Contract Documents.

The contractor must comply with all safety requirements as set forth in the latest editions of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), as well as the MUTCD California Supplement.

All work shall be completed within forty-five (45) calendar days from the date specified in the Notice to Proceed.

<u>Grind/Overlay</u>

Contractor's bid price for this item shall include all costs including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and other fees necessary for the Contractor to perform the work.

The work to be performed under this Contract consists generally of cold planing (grinding) the existing asphalt concrete pavement to the depth of 3-inches, removal and disposal of grindings, preparation of the existing surface, application of tack coat, placement of hot mix asphalt (HMA) overlay, compaction, and all related appurtenant work necessary to complete the project.

<u>Full Depth Reclamation</u>

Contractor's bid price for this item shall include all costs including but not limited to labor, materials, taxes, mobilization, de-mobilization, permits, testing, certifications, and other fees necessary for the Contractor to perform the work.

The work to be performed under this Contract consists generally of full depth reclamation (FDR) of the existing roadway pavement section by pulverizing and blending the existing asphalt concrete pavement and underlying base material , application of stabilizing agents if required, shaping, grading, moisture conditioning, compaction, and placement of asphalt concrete overlay, together with all related appurtenant work necessary to complete the project.

Estimated Quantities

All quantities identified in the Bid Schedule are approximate and are provided solely for the purpose of comparing bids. Actual quantities may vary from those estimated. Payment for Work performed shall be based on the actual quantities furnished, installed, or completed, as verified by the City, and paid at the applicable unit prices set forth in the Contractor's bid proposal.

Adjustment of Quantities

The City reserves the right to increase or decrease any bid item quantity by up to twenty-five percent (25%) of the estimated quantity without invalidating the Contract or entitling the Contractor to any additional compensation beyond the applicable unit prices bid for such items.

****

INCLUDE THIS PAGE WITH BID

Bidder Checklist

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

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE**
[X] 3. **BID PROPOSAL SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:

[ ] Certified Check [ ] Bidder's Bond (submitted on form in this IFB)
[ ] Cashier's Check [ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit

[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 10. **CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)**
[X] 11. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 11. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov no sooner than bid submittal date and time, and no later than three business days from the date of the bid opening.

[X] **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Bid Proposal Form

IFB 202627-05 Road Rehabilitation Various Locations

Bid proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "CITY"):
In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**IFB 202627-05 Road Rehabilitation Various Locations**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete each general assignment within the PROJECT in **forty-five (45) Calendar Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **Two-Thousand Five Hundred Dollars ($2,500)** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2026
No. _____, dated _____, 2026
No. _____, dated _____, 2026

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid proposal is accepted, that the BIDDER will contract with the CITY to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the CITY as therein set forth, and that he will take in full payment therefor the following prices, to wit:

INCLUDE THIS PAGE WITH BID

Bid Schedule A, Base Bid

The following Bid Schedules list the items necessary to complete the work. Each item is all inclusive and must include the total cost of mobilization, labor, and materials necessary to complete the work. In the event of a discrepancy between unit prices and extended totals, the unit price shall prevail.

The CITY reserves the right to reject any bid deemed mathematically or materially unbalanced. A bid may be considered unbalanced if unit prices are significantly disproportionate to the work to be performed or if nominal prices are submitted for some items and disproportionately high prices for others.

BID SCHEDULE A, BASE BID					
LOCATION NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	EXTENDED AMOUNT
1	West Cleveland Avenue, from Country Club Drive to east of 1103 Country Club Drive (adjacent to Burger King), Grind and Overlay	SF	31,000		
2	West Cleveland Avenue and North Schnoor Avenue Intersection, Grind and Overlay	SF	10,000		
3	Howard Road and Granada Drive Intersection, Grind and Overlay	SF	6,750		
4	Pine Street and Howard Road Intersection, Grind and Overlay	SF	4,700		
5	South Pine Street from Oak Street to South of Howard Road, Lane Rehabilitation (northbound lane), Full Depth Reclamation	SF	11,875		
6	North Granada Drive northbound lane, from Foxglove Way to adjacent to 2026 North Granada Drive (VFW), Grind and Overlay	SF	14,000		
7	West 2nd Street, from North G Street to North H Street, Grind and Overlay	SF	12,000		
8	Schnoor Avenue, from south of Venturi Avenue (adjacent to 611 Schnoor Avenue) to north of Sunset Avenue, Grind and Overlay	SF	2,400		
9	Avenue 17, adjacent to traffic signal at 3174 Avenue 17, to north of State Route 99 northbound on-ramp, east- and westbound lanes, Full Depth Reclamation, 3-inch Depth	SF	27,650		
10	North Gateway Drive, from Cleveland Avenue to south of 1120 North Gateway Drive, Grind and Overlay	SF	10,000		
11	Cleveland Avenue, from North Gateway Drive to east of the State Route 99 off-ramp, eastbound lanes, Grind and Overlay	SF	5,000		

TOTAL BID SCHEDULE A, BASE BID, LOCATIONS 1 THROUGH 11, INCLUSIVE:
$_____

INCLUDE THIS PAGE WITH BID

Total Amount of BID SCHEDULE A, BASE BID, LOCATIONS 1 THROUGH 11 (in words) is _____ Dollars and _____ Cents.

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

Bid Schedule B, Add Alternate 1

BID SCHEDULE B, ADD ALTERNATE 1					
LOCATION NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	EXTENDED AMOUNT
B-1	H Street, from North of W. 4th Street to south of Railroad Crossing, Grind and Overlay	SF	11,550		
B-2	H Street, from north of Railroad Crossing to northbound State Route 99 onramp, Grind and Overlay	SF	21,150		

TOTAL BID SCHEDULE B, ADD ALTERNATE 1, LOCATIONS B-1 THROUGH B-2 INCLUSIVE:
$_____

Total Amount of BID B, ADD ALTERNATE 1, LOCATIONS B-1 THROUGH B-2 (in words) is:
_____ Dollars and _____ Cents.

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

Bid Schedule C, Add Alternate 2

BID SCHEDULE C, ADD ALTERNATE 2					
LOCATION NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	EXTENDED AMOUNT
C-1	Tulare Street from East Cleveland Avenue to Mission Street, Grind and Overlay	SF	19,600		

TOTAL BID SCHEDULE C, ADD ALTERNATE 2, LOCATION C-1 INCLUSIVE:
$_____

Total Amount of BID C, ADD ALTERNATE 2, LOCATIONS C-1 (in words) is:
_____ Dollars and _____ Cents.

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

INCLUDE THIS PAGE WITH BID

NOTE: FOR BID TO BE CONSIDERED VALID, ALL OPTIONS (1 THROUGH 4) MUST BE INCLUDED IN YOUR BID.

OPTION 1:
GRAND TOTAL OF BID SCHEDULE A INCLUSIVE $_____

GRAND TOTAL Amount of BID SCHEDULE A (in words) is:
_____ Dollars and _____ Cents.

****

OPTION 2:
GRAND TOTAL OF BID SCHEDULE A PLUS ADD ALTERNATE 1 INCLUSIVE
$_____

GRAND TOTAL of BID SCHEDULE A PLUS ADD ALTERNATE 1 (in words) is:
_____ Dollars and _____ Cents.

****

OPTION 3:
GRAND TOTAL OF BID SCHEDULE A PLUS ADD ALTERNATE 2 INCLUSIVE
$_____

GRAND TOTAL of BID SCHEDULE A THROUGH PLUS ADD ALTERNATE 2 (in words) is:
_____ Dollars and _____ Cents.

****

OPTION 4:
GRAND TOTAL OF BID SCHEDULE A PLUS ADD ALTERNATE 1 AND ADD ALTERNATE 2 INCLUSIVE
$_____

GRAND TOTAL of BID SCHEDULE A PLUS ADD ALTERNATE 1 AND ADD ALTERNATE 2 (in words) is:
_____ Dollars and _____ Cents.

****

INCLUDE THIS PAGE WITH BID

Bid Proposal Signature Page

If this bid proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, with seven (7) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the CITY.

DATE	_____
COMPANY NAME	_____
STREET ADDRESS	_____
CITY/STATE/ZIP	_____
PHONE NUMBER	_____
EMAIL	_____
PERSON PREPARING BID	_____
TITLE	_____
SIGNATURE	_____
CITY OF MADERA BUS. LIC. NO.	_____
CA CONTRACTOR'S LIC. NO. & CLASS	_____
DIR REGISTRATION NO. & WORK CLASSIFICATION	_____

_____

Attest
(Seal if bid is by a corporation)

INCLUDE THIS PAGE WITH BID

Subcontractor Listing

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

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

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

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

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

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

To the CITY of MADERA

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

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

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

Yes _____ No _____

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

_____

_____

_____

Public Contract Code 10232 Statement

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

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

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

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

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

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

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

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

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

INCLUDE THIS PAGE WITH BID

California Air Resources Board (CARB) Off-Road Diesel Fleet Compliance (DOORS Certification)

All contractors and subcontractors utilizing off-road diesel-fueled vehicles with 25 horsepower or greater, or most two-engine vehicles, on this public works project in California shall be in full compliance with the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, Title 13, Section 2449 et seq.).

Effective January 1, 2024, prime contractors and public works awarding bodies are required to obtain and retain a fleet's valid Certificate of Reported Compliance from CARB's Diesel Off-Road Online Reporting System (DOORS) prior to awarding or entering into a contract for work on public works projects involving the use of such vehicles.

Bidders shall provide a copy of their firm's (and any proposed subcontractors') current and valid CARB "Certificate of Reported Compliance" for their off-road diesel fleet(s) with their bid proposal.

The City reserves the right to verify the authenticity and validity of all submitted Certificates of Reported Compliance through the CARB DOORS system at http://www.arb.ca.gov/doors/compliance_cert1.html or by contacting the CARB DOORS Hotline.

The awarded Contractor shall maintain continuous compliance with all CARB Off-Road Diesel-Fueled Fleets Regulations throughout the duration of the contract and shall provide updated Certificates of Reported Compliance to the City throughout the project annually, or upon request, to demonstrate continued compliance.

Failure to provide a valid Certificate of Reported Compliance, or to maintain ongoing compliance, may result in the rejection of the bid, termination of the contract, and/or other penalties as permitted by law.

Exemptions:
If a bidder believes their fleet or operations are exempt from these requirements under CARB regulations (e.g., emergency operations as defined in Title 13 California Code of Regulations Section 2449(c)(18)), they must provide detailed documentation and justification for such exemption with their bid proposal for review and approval by the City.

The Bidder must place a check mark after "Yes", "No", or "N/A" in one of the boxes provided below.

DOORS certification included with bid: ☐ Yes ☐ Exempt
☐ N/A (no applicable vehicles will be used for this project.

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

_____

_____

_____

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

_____ Signature

_____ (name)

_____ (address)

_____ (city state zip)

□ Additional page(s) attached.

INCLUDE THIS PAGE WITH BID

Bid Bond

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

Signed, this _____ day of _____, 2026. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"IFB 202627-05 Road Rehabilitation Various Locations"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

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

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

_____ (L.S.) By_____
Principal

_____
Surety

By: _____
(Seal and Notarial Acknowledge of Surety)

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of __
_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

"IFB 202627-05 Road Rehabilitation Various Locations"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,

extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:_____
Principal

_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of __
_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

"IFB 202627-05 Road Rehabilitation Various Locations"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond,

and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:_____
Principal
_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:
_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Standard Specifications and Plans

The City of Madera's Standard Specifications are hereby referred to and incorporated herein as though set forth in full. The Standard Specifications and Standard Drawings are available online at https://www.madera.gov/business-building-development/engineering/standard-drawings-specifications/. These online specifications and drawings are the most current, approved issue.

General and Special Conditions

General and Special conditions are hereby referred to and incorporated herein as though set forth in full. The General and Special Conditions are available by clicking this link or copying and pasting it into your web browser:

https://www.madera.gov/media/fo1dqprn/general-special-conditions-for-construction.pdf.

Information for Bidders

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

2. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

   The City is an equal opportunity employer. The City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave. The City is committed to ensuring that the work environment of City employees and the work environment of employees and volunteers of recipients, subrecipients, and contractors of the City are free from discrimination, harassment, and retaliation. All efforts to provide equal opportunity in employment practices will be made on the basis of merit, efficiency, and fitness consistent with civil service and merit system principles. Discrimination is prohibited in all aspects of the employment process.

   The City, as well as recipients, subrecipients, and contractors, will not discriminate in the delivery of services or benefits based on the above identified bases.

3. The City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

4. The City reserves the right to reject any bid that is determined to be materially unbalanced, whether mathematically or materially. A bid may be considered unbalanced if it contains significantly overstated or understated line-item prices that could result in advantage to the

bidder or disadvantage to the City during contract performance.

5. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

6. The City reserves the right to modify this IFB at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the IFB. Proposer is responsible for checking the City's PlanetBids vendor portal prior to submitting a Proposal to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at: https://pbsystem.planetbids.com/portal/54016/portal-home.
   Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal no later than 5:00pm on August 25, 2026.
   No verbal requests or requests made in any other format will be accepted.

7. Bids must be submitted via the City's PlanetBids vendor portal by the bid due date and time. Bidder is solely responsible for the submission of their electronic submittal. The bid management system will not accept late bids, and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those submittals that were transmitted successfully. Do not fax or e-mail. In the event you encounter technical difficulties during the uploading process, please contact PlanetBids technical support directly via email at support@planetbids.com or call (818) 992-1771 (M-F from 7:00am to 5:00pm Pacific).
   Submittals received after the bid due date and time will be considered nonresponsive and will not be accepted.

8. Bid proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. Award will be made to the lowest responsive responsible bidder based on the base bid amount. Add alternates may be added upon contract award as budget allows and at the City's discretion..

9. Any bid proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such bid proposal is filed with Purchasing. The withdrawal of a bid proposal shall not prejudice the right of a Bidder to file a new bid proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of bid proposals, a bid proposal may not be withdrawn or altered.

10. Bidder is responsible for fully acquainting itself with the conditions of the project site (which may include more than one site), as well as those relating to the construction and labor of the project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the project.

11. The City reserves the right to seek supplementary information from any Bidder at any time after official bid proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original bid proposal.

12. Issuance of the IFB and receipt of bid proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all bid proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.

13. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the **Attachment B, Sample Construction Agreement** which is provided for information purposes only and to help clarify City intent relevant to this IFB as well as general contract requirements of the City.

14. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

15. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

    Any Federal or State of California License/Certification required to provide the services will be required.

    A **Class A, General Engineering Contractor License** will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.

16. Bidder's Proprietary Information: Upon bid opening, all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

17. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

    Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable

effort to inform local businesses of the opportunity.

18. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

19. Contractor must submit proof of insurance and endorsement that meet the Insurance Requirements for Contractors detailed below prior to contract award by City Council.

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

    Minimum Scope and Limits of Insurance

    Contractor shall maintain limits no less than:

    - $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
    - $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
    - **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

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

    Proof of Insurance
    Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Primary/Non-Contributary
Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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.

Attachments

The following attachments are to be incorporated and included as part of the CONTRACT DOCUMENTS for IFB 202627-05 Road Rehabilitation Various Locations:

- Attachment A, Vicinity Maps, 12 pages
- Attachment B, Sample Construction Agreement, 18 pages

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 1

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 2

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 3

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 4

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 5

IFB 202627-05 Road Rehabilitation Various Locations

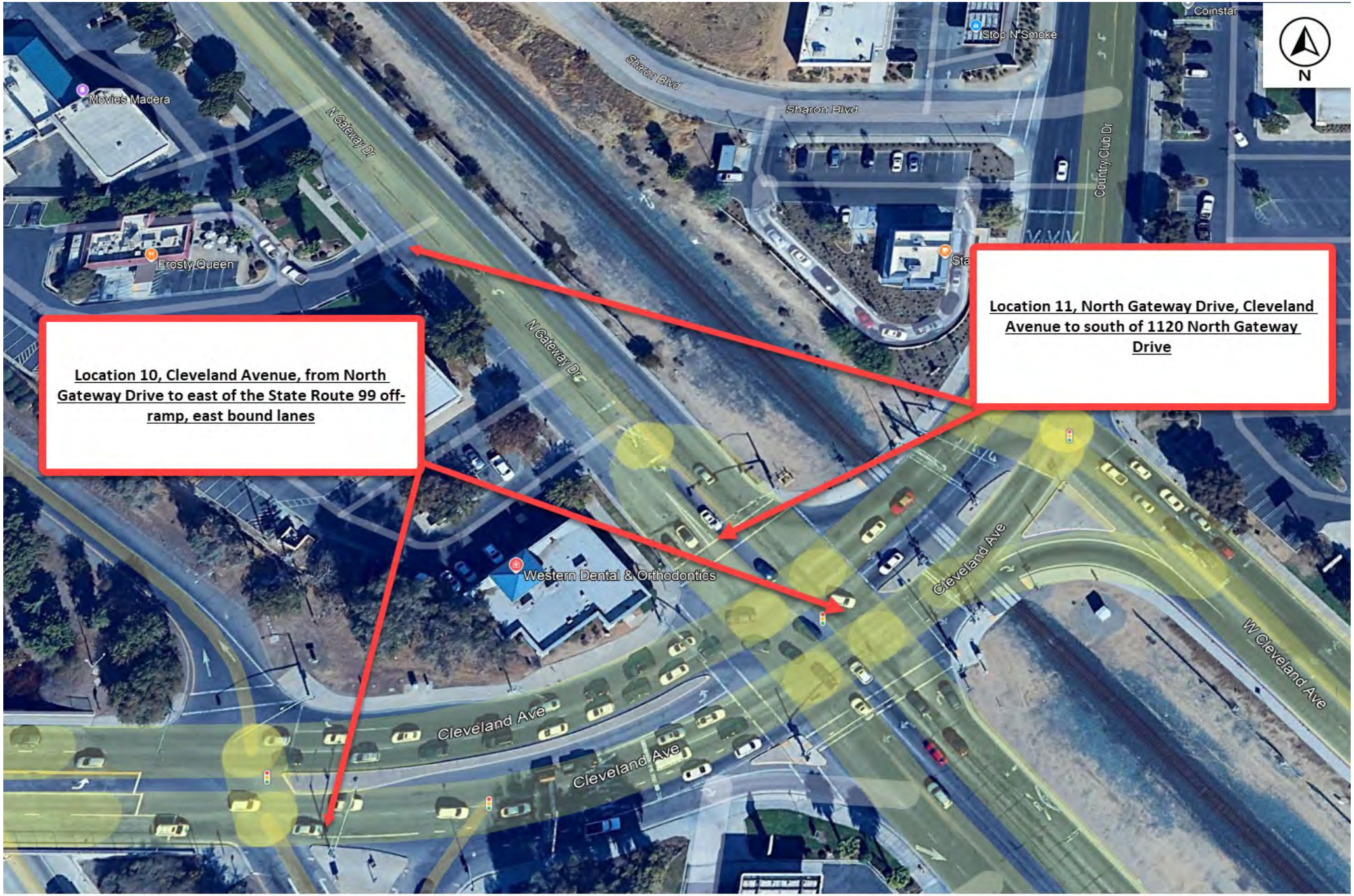
Vicinity Map

Location 6

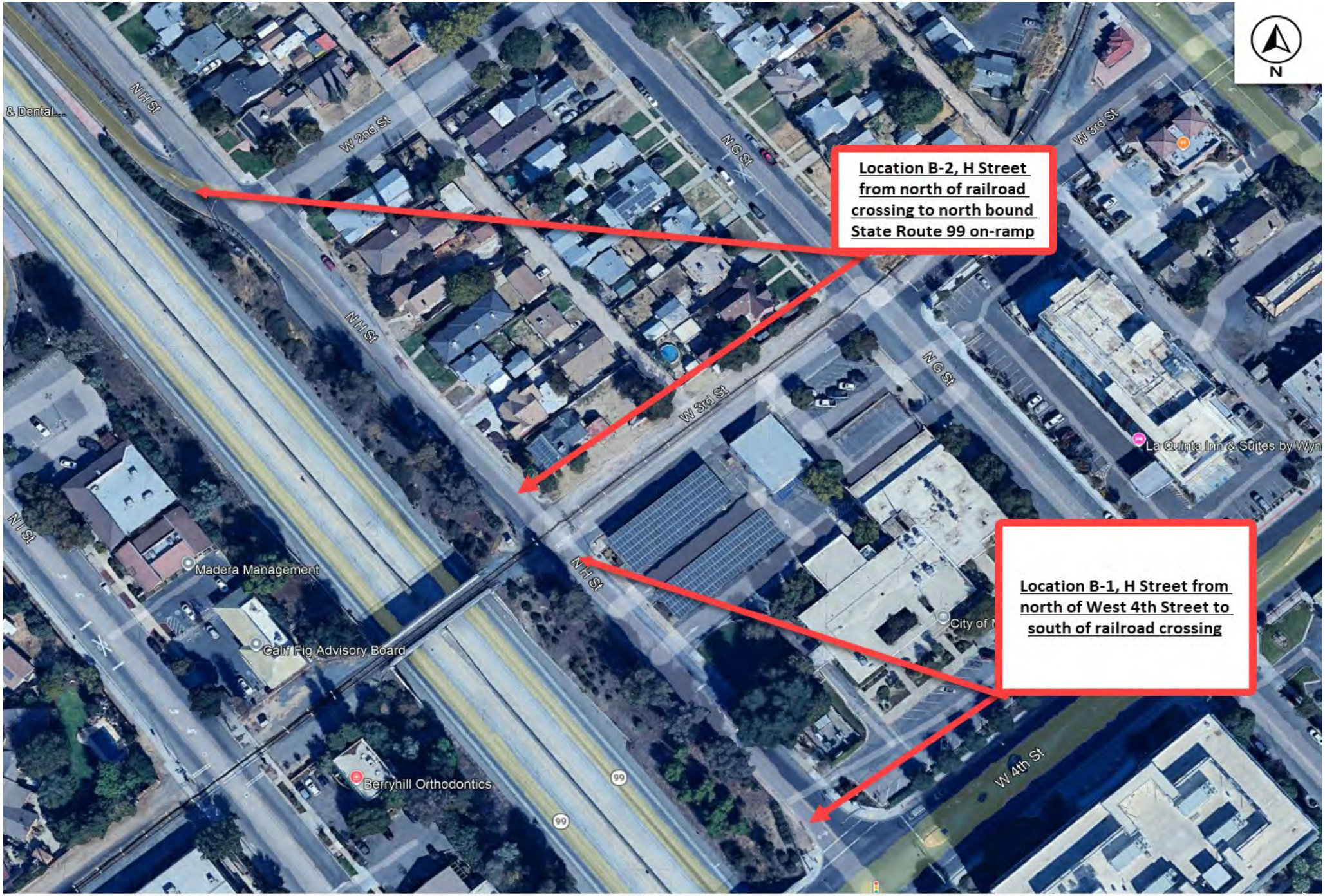
IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 7

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 8

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 9



IFB 202627-05 Road Rehabilitation
Various Locations
Vicinity Map
Location 10 and 11



IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Locations B-1 and B-2

IFB 202627-05 Road Rehabilitation Various Locations

Vicinity Map

Location C-1

ATTACHMENT B, SAMPLE CONSTRUCTION AGREEMENT
IFB 202627-05
Road Rehabilitation Various Locations

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER"** or **"CITY"** and [INSERT CONTRACTOR'S NAME], doing business as (an individual), or (a partnership), or (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.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"IFB 202627-05 Road Rehabilitation Various Locations.**"

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work and Bonds. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within fifteen (15) calendar days after the date of the **NOTICE TO PROCEED, as agreed upon by OWNER and CONTRACTOR during the pre-construction meeting and** will complete the same within **forty-five (45) calendar days**. The **CONTRACTOR** shall submit Payment Bond and Performance Bond in the amount of $_____, and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

4. Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum of _____ Dollars ($_____) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed **at** unit prices will be paid based on actual quantities of work performed and accepted. CONTRACTOR

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following CONTRACT DOCUMENTS, attached thereto and incorporated herein as **Exhibits A through E**:

A. CONTRACTOR Bid Proposal as Submitted on _____
B. Insurance Requirements for Contractors as specified in IFB 202627-05
C. Addendum No. 1 dated _____
D. Addendum No. 2 dated _____
E. IFB 202526-30 Road Rehabilitation Various Locations

SAMPLE

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. As consideration for performance of the Work required herein, **OWNER** agrees to pay **CONTRACTOR** on a time and materials basis as set forth herein, a not-to-exceed amount of $ _____ ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the **OWNER.**

(a) Periodic payments shall be made by the **OWNER** to **CONTRACTOR** within thirty (30) days of **OWNER'S** receipt of an application for payment from **CONTRACTOR** for services rendered. Payments to **CONTRACTOR** for work performed will be made on a monthly billing basis. The application shall include all information required by the **OWNER** and shall be in a format approved by the **OWNER.** This application shall be supported by evidence which is required by this Contract and such other documentation as the **OWNER** may require. The **CONTRACTOR** shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. **OWNER** shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.

(b) Labor and Material Releases. **CONTRACTOR** shall furnish **OWNER** with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by **OWNER.**

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

SAMPLE

8A. Claims Resolution Process For Disputes.

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

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

(a) Claims:

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

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

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

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

(b) The Claim Must Be Timely and in Writing:

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

(c) Receipt of Claim by Owner:

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

Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

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

(d) City Council Approval:

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

(e) Payment of Claim:

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

(f) Meet and Confer:

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

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim,

as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

(g) Filing a Government Code Written Claim Notice:

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

(h) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(i) 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.

(j) Filing of Action on Unresolved Claims:

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

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

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

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

SAMPLE

11. 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. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. 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, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

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.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of

SAMPLE

Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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

Section 1777.5 provides, in part, as follows:

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

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-

SAMPLE

thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

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

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

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

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

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

SAMPLE

shall deduct such charges from payments due the **CONTRACTOR.**

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

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

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

18. Indemnification. **CONTRACTOR** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **CONTRACTOR'S** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **CONTRACTOR,** or should City otherwise find **CONTRACTOR'S** legal counsel unacceptable, then **CONTRACTOR** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **CONTRACTOR** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **CONTRACTOR'S** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **CONTRACTOR** shall not be required to indemnify and hold harmless City for liability attributable to the active

SAMPLE

negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **CONTRACTOR** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

19. Contractor must comply with the insurance requirements as described in Exhibit B, Insurance Requirements for Contractors as specified in RFP

20. Amendments. 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.

21. Termination.

(a) Termination of the Contract for Default.

i. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

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

2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

3) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

4) Fails to prosecute the Work according to the schedule approved by the City Engineer;

5) Disregards laws or regulations of any public body having jurisdiction; or

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

SAMPLE

(b) Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY 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 the Contractor by personal delivery may be made to the 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.

iii. Simultaneously, the OWNER 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 OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

(d) Notice of Termination for Default: If the 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 Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

(e) The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

(f) Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under

SAMPLE

the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

(g) Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

(h) Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

(i) Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

i. Notice:

The Owner will issue a written notice of termination for convenience as follows:
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 the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
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 Owner may send the same notice by regular mail. If a

SAMPLE

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.

ii. Cessation of Work:

Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

iii. Payment:

The Contractor will be paid without duplication for:

1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

3) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:
[INSERT NAME AND ADDRESS OF CONTRACTOR]

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

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

SAMPLE

22. 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 of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for five years.

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.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

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

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

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

27. Contractor's Legal Authority. 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

SAMPLE

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.

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

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

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

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

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

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

SAMPLE

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

CITY OF MADERA (OWNER)

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CONTRACTOR

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

SAMPLE

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

Acknowledgment

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

State of California)

County of _____)

On _____, 2026 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.

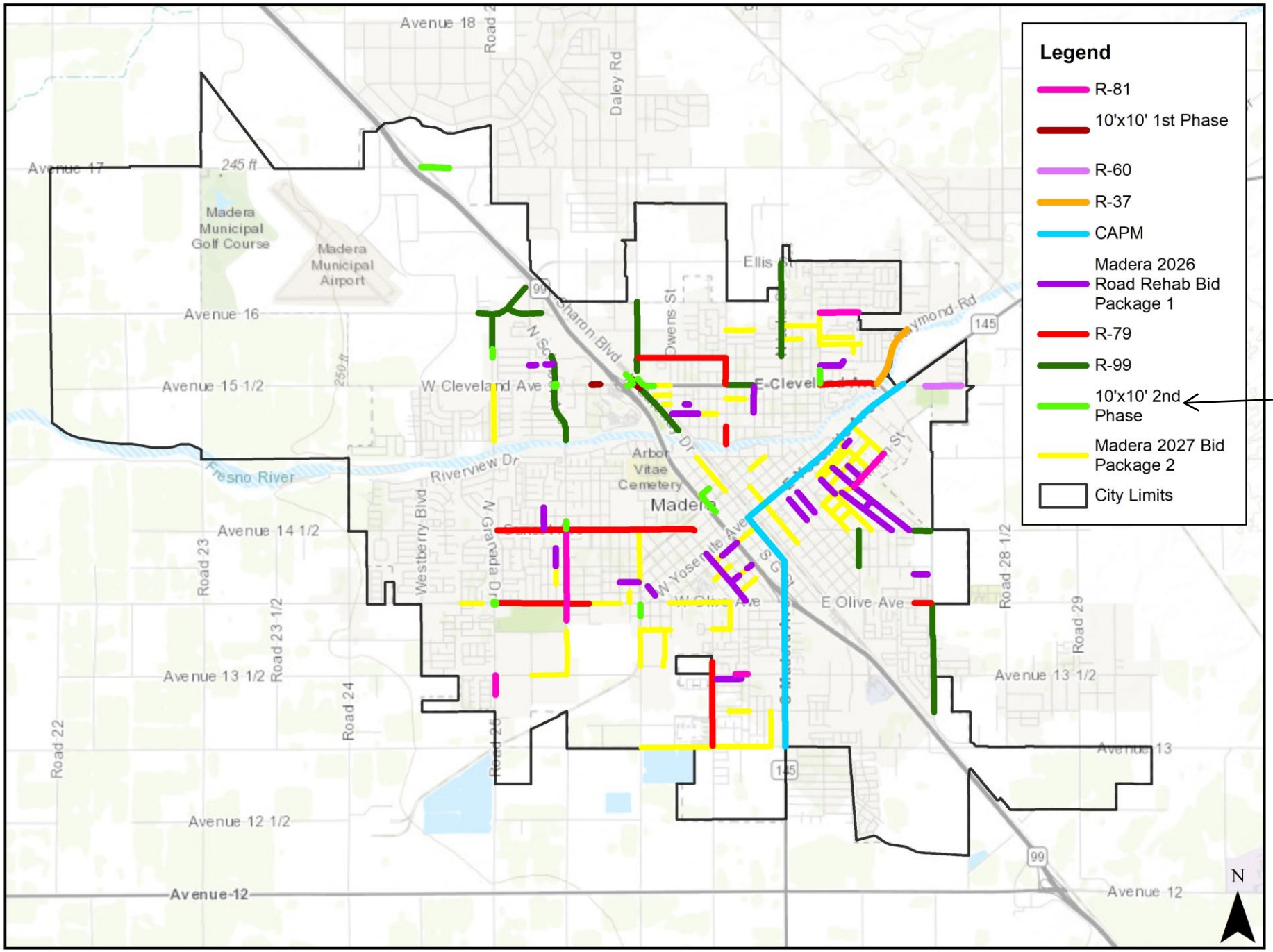
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

SAMPLE

Attachment 2 - Location Maps



This Council item.

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 1

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 2

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 3

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 4

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 5

IFB 202627-05 Road Rehabilitation Various Locations

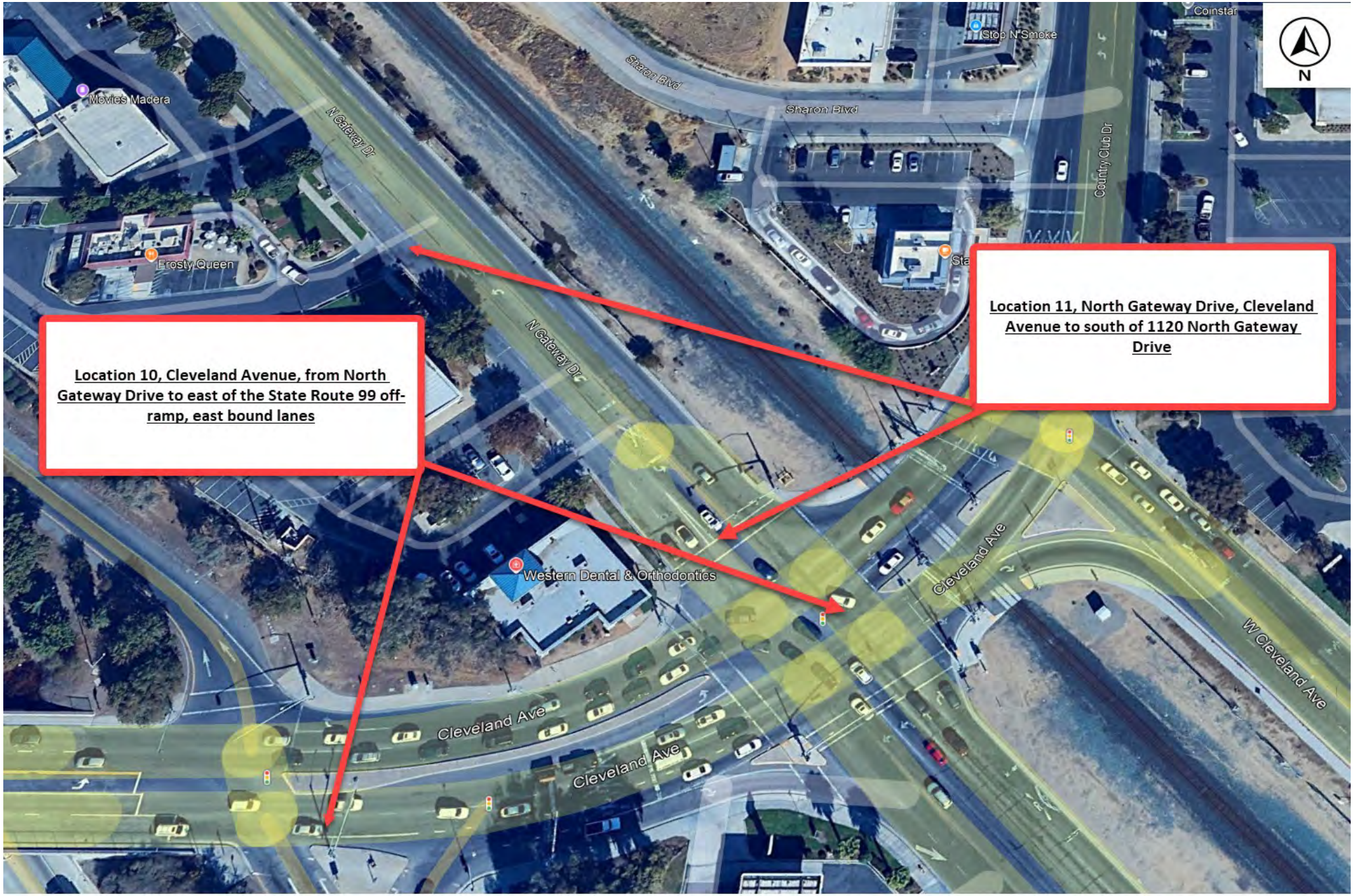
Vicinity Map

Location 6

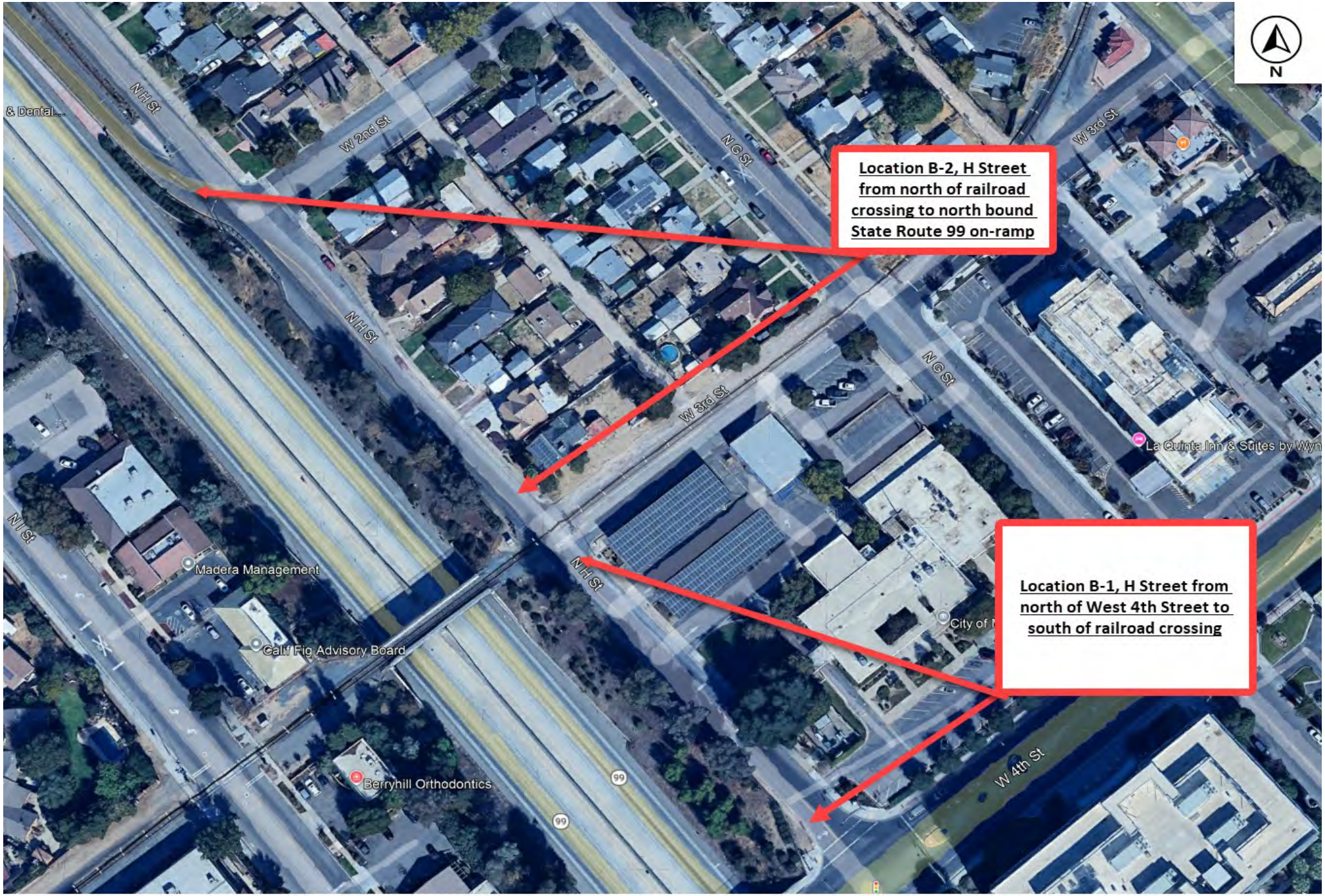
IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 7

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 8

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location 9



IFB 202627-05 Road Rehabilitation
Various Locations
Vicinity Map
Location 10 and 11



IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Locations B-1 and B-2

IFB 202627-05 Road Rehabilitation Various Locations
Vicinity Map
Location C-1

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

for Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: D-4

SUBJECT:

Madera 2026 Road Rehab Bid Package 1, City Project R-80, 98, 104, 108, & 109

RECOMMENDATION:

Adopt a Resolution:

1. Approving the contract award for Madera 2026 Road Rehab Bid Package 1, City Project R-80, 98, 104, 108, & 109 to Consolidated Engineering Inc.
2. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA)

SUMMARY:

On September 8, 2026, the City of Madera (City) received nine (9) bids for the Madera 2026 Road Rehab Bid Package 1, City Project R-80, 98, 104, 108, & 109 (Project). The Project is funded with Senate Bill (SB) 1 - Road Maintenance and Rehabilitation Account (RMRA) Funds. Consolidated Engineering Inc submitted the lowest, responsive, and responsible bid.

DISCUSSION:

Provost & Prichard Consulting Group (P&P) was awarded a task order in July, 2026 through the on-call engineering services contract to conduct a thorough street assessment of streets identified on a list that the City provided and to provide engineering services necessary to produce contract documents for bidding the project(s). The list of streets was generated from the City's Pavement Management System (PMS). The scope of engineering services allowed for two bid packages. Bid Package 1 was created specifically for streets requiring minor preventive surface treatments. P&P is working on Bid Package 2 which will contain the remainder of the streets from the list they were given and will include more major rehabilitation work. Bid Package 2 is anticipated to be advertised for bids for construction in Spring 2027.

The general scope of work for Bid Package 1 consists of mobilization and demobilization, temporary traffic control, removing existing pavement markers, removing existing thermoplastic striping and legends by grinding, installing temporary striping and markers, the cleaning and sealing of noted cracks in bituminous concrete pavement, slurry seal, removing and reconstructing segments of existing pavement section, installing thermoplastic and paint striping, marking, and markers, street sweeping, traffic control, and other associated work.

On August 12, 2026, the City released the Project for public bidding on the PlanetBids web portal and regional builder exchanges. An Advertisement for Bids was duly published in the Madera Tribune on August 12 and August 19 of 2026.

On September 8, 2026, nine (9) bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. The bids received are summarized in Table 1.

Table 1: *Bid Summary*

Bidder	*Bid*
Consolidated Engineering	**$1,213,906.85**
Mission Constructors, Inc (Rejected)	$1,225,466.85
VSS International, Inc	$1,295,120.00
Avison Construction, Inc	$1,315,301.00
United Pavement Maintenance	$1,545,276.90
Cal Valley Construction	$1,579,700.00
Dawson-Mauldin, LLC	$1,661,936.00
Martin Brothers Construction	$1,690,727.00
Granite Construction Company	$1,977,191.21
Engineer's Opinion of Cost	*$1,696,290*

The second lowest bid, Mission Constructors, Inc, was found to be non-responsive due to failure to include three items that were required to be submitted with the Bid.

Consolidated Engineering Inc submitted the lowest responsive, and responsible bid that meets the contract requirements. Staff recommends award of the project to Consolidated Engineering Inc in the amount of $1,213,906.85. Staff further recommends inclusion of a provision for 20 percent of the contract amount for allowable project contingencies as approved by the City Engineer. While it is standard practice to include a 10 percent contingency, staff recommends an increase in contingency due to unforeseen situations with road rehabilitation work. There is a potential for additional base repairs or deep digouts that often cannot be fully quantified prior to construction. Additionally, roadway conditions may have worsened since the original evaluation that determined the recommended treatment requiring modifications to the proposed treatments or repairs.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that this project would be categorically exempt pursuant to CEQA Guidelines section 15301, Class 1 (Existing Facilities), as the project would consist of the maintenance and minor alterations to reseal and maintain existing parking lots at existing City facilities involving negligible or no expansion of use. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable.

FINANCIAL IMPACT:

The Project is programmed in the Capital Improvement Program (CIP) Fiscal Year 2026/27 budget with the funding noted in Table 2. Any remaining funds in the project budget will be released back to the RMRA Fund. Should contingency funds not be required, they too would be returned to the RMRA Fund.

Table 2: *Project Budget*	
Line Item	*Amount*
Consolidated Engineering Contract	$1,213,906.85
Construction Management, Inspection and Testing	$95,000
Project Contingency (20 percent)	$242,781.37
Total Project Budget	**$1,551,688.22**
Funding Source	
RMRA Fund	$1,551,688.22

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would delay project until Spring of 2027.

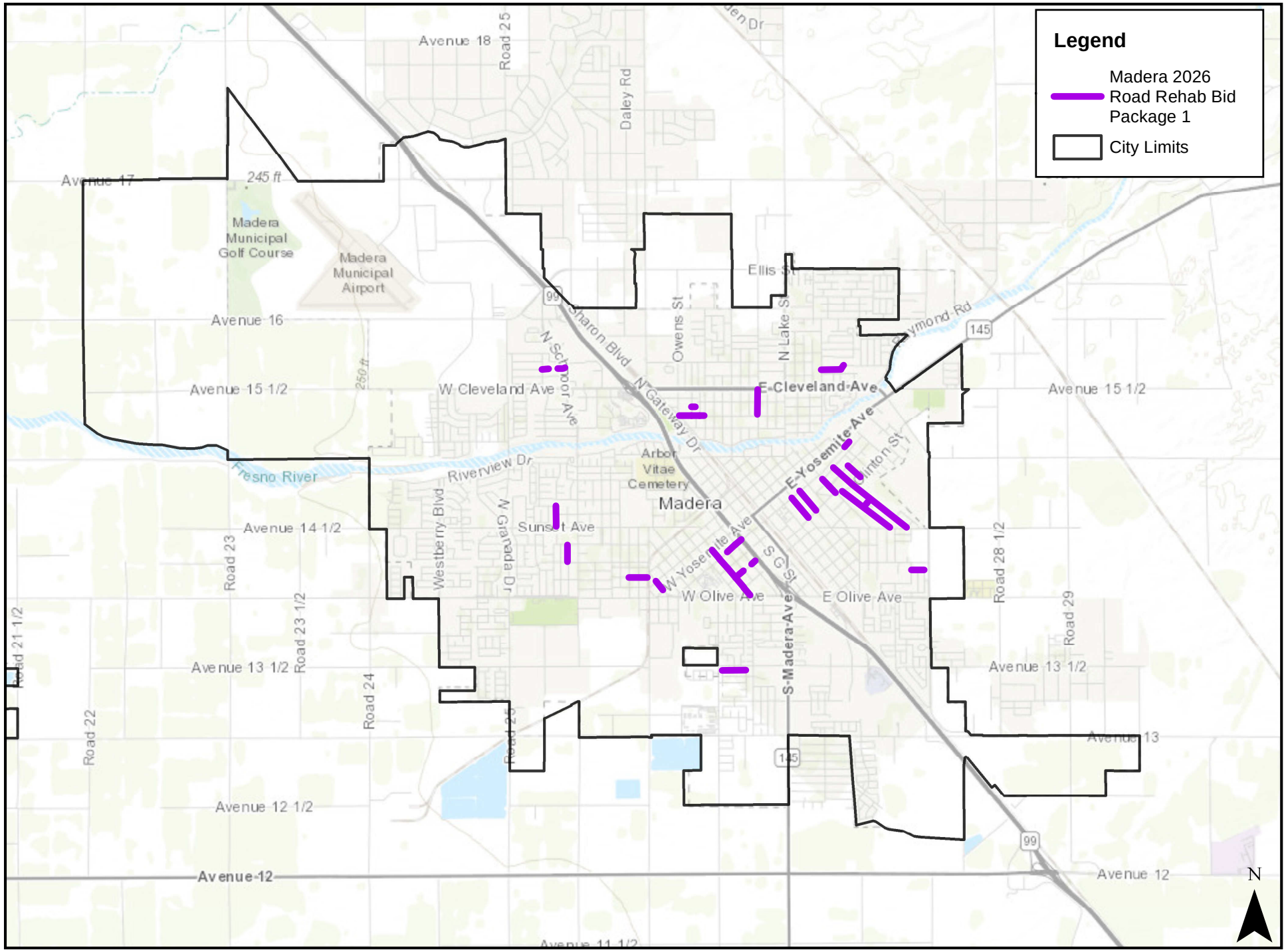
ATTACHMENTS:

1. Location Map
2. Resolution - Contract Award
    a. Exhibit A – Contract Agreement

Attachment 1

Location Map

LOCATION MAP



Attachment 2

Resolution

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR MADERA 2026 ROAD REHAB BID PACKAGE 1, CITY PROJECT R-80, 98, 104, 108, & 109, IN THE AMOUNT OF $1,213,906.85 TO CONSOLIDATED ENGINEERING INC AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on August 12, 2026, the Engineering Department advertised a solicitation for construction bids for Madera 2026 Road Rehab Bid Package 1, City Project R-80, 98, 104, 108, & 109 hereinafter referred to as "the Project"; and

WHEREAS, 9 bids were received on September 8, 2026; and opened by the City Engineer; and

WHEREAS, Consolidated Engineering submitted the lowest bid and was deemed a responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2026/27 under Capital Improvement Program (CIP) Project R-80, 98, 104, 108, and 109.

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

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all the information presented including the report to Council from the Engineering Department.
3. Council finds and determines that a Class 1 Categorical Exemption (Existing Facilities) set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project, as the project would consist of the maintenance and repair of existing streets. Further, none of the exceptions under CEQA Guidelines Section 15300.2 are applicable.
4. The City finds that Consolidated Engineering is the lowest responsible and responsive bidder.
5. The contract for the Project in the amount of $1,213,906.85 to Consolidated Engineering, a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.
6. Council authorizes Construction Contingencies of up to 20 percent as approved by the City Engineer.

7. This Resolution is effective immediately upon adoption.

****

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 16 day of September 2026, between the City of Madera, hereinafter called "**OWNER",** and **Consolidated Engineering**, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **MADERA 2026 ROAD REHAB BID PACKAGE 1**

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

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of **$ 1,213,906.85**, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

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

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) Construction Plans and Specifications prepared or issued by the City of Madera entitled **"Madera 2026 Road Rehab Bid Package 1" dated August, 2026**

Addendum No. 1 , dated August 31, 2026

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Three Thousand Six Hundred Dollars ($3,600.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed **$1,213,906.85** except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

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

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

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

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

A. Claims:

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

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

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

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

B. The Claim Must Be Timely and in Writing:

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

C. Receipt of Claim by Owner:

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

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

D. City Council Approval:

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

E. Payment of Claim:

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

F. Meet and Confer:

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

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

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

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

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

G. Filing a Government Code Written Claim Notice:

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

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Reserved.

J. Subcontractor Claims:

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

K. Filing of Action on Unresolved Claims:

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

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

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the

Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

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

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

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

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This

section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

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

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

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

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record

shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

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

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

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

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

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

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 41-42 of the Contract Documents.

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

20. Termination.

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

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

1. An illegal use of funds by **Consolidated Engineering**;
2. A failure by **Consolidated Engineering** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Consolidated Engineering** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93638

To the Contractor **Consolidated Engineering**

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

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

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

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

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

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

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Consolidated Engineering** 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 **Consolidated Engineering** is a duly organized and legally existing corporation in good standing in the State of California.

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

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

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

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Consolidated Engineering** in connection to the Project and correctly sets forth the obligations of the City and **Consolidated Engineering** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Consolidated Engineering** nor City will assign its interest in this Agreement without the written consent of the other.

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

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

City of Madera
Herein Called OWNER

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: **Consolidated Engineering**
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

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

Acknowledgment

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

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

_____

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 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 of Notary Public

Place Notary Seal/Stamp Above

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

for Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: D-5

SUBJECT:

FY 2024 Street Rehab and Reconstruction Project, City Project No. R-99 & 2021-22 SB-1 (RMRA) Seals and Overlays, City Project No. R-79

RECOMMENDATION:

Adopt a Resolution:

1. Approving the contract award for FY 2024 Street Rehab and Reconstruction Project, City Project No. R-99 & 2021-22 SB-1 (RMRA) Seals and Overlays, City Project No. R-79 to Avison Construction, Inc.

2. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA)

SUMMARY:

On September 9, 2026, the City of Madera (City) received six (6) bids for the FY 2024 Street Rehab and Reconstruction Project, City Project No. R-99 & 2021-22 SB-1 (RMRA) Seals and Overlays, City Project No. R-79 (Project). The Project is funded with Road Maintenance Rehabilitation Account (RMRA) & Measure T Funds. Avison Construction, Inc. submitted the lowest responsive and responsible bid.

DISCUSSION:

The general scope of work consists of grinding deteriorated sections of asphalt concrete, paving with new asphalt concrete, crack sealing, application of microsurfacing type II and type III, adjustment of existing manhole/utility covers to final grade, reconstruct of ADA concrete curb ramps, replacement of loop detectors and replacing traffic pavement markings and striping.

On August 12, 2026, the City released the Project for public bidding on the PlanetBids web portal and regional builder exchanges. An Advertisement for Bids was duly published in the Madera Tribune on August 12 and August 19 of 2026.

On September 9, 2026, six (6) bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. The bids received are summarized in Table 1.

Table 1: *Bid Summary*

Bidder	*Bid*
Avison Construction, Inc.	**$3,059,391.50**
Agee Construction Corporation	$3,196,459.00
United Pavement Maintenance, Inc.	$3,845,907.24
Cal Valley Construction, Inc.	$4,251,125.27
Katch Environmental Inc.	$4,269,198.94
Mission Constructors, Inc.	$4,365,559.10
Engineer's Opinion of Cost	*$4,381,057.25*

Avison Construction, Inc., submitted the lowest responsive and responsible bid that meets the contract requirements. Staff recommend award of the project to Avison Construction, Inc., in the amount of $3,059,391.50 and inclusion of a provision for 20 percent of contract amount for allowable project contingencies as approved by the City Engineer. While it is standard practice to include a 10 percent contingency, staff recommends an increase in contingency due to unforeseen situations with road rehabilitation work. There is a potential for additional base repairs or deep digouts that often cannot be fully quantified prior to construction. Additionally, roadway conditions may have worsened since the original evaluation that determined the recommended treatment requiring modifications to the proposed treatments or repairs.

ENVIRONMENTAL REVIEW:

This project has been previously assessed for environmental review under the requirements of the California Environmental Quality Act (CEQA) and has been found to be exempt from undergoing an environmental review process.

FINANCIAL IMPACT:

The Project is programmed in the Capital Improvement Program (CIP) Fiscal Year 2026/27 budget with the funding noted in Table 2. Any remaining funds in the project budget will be released back to the Measure T Fund.

It is noted that Staff is recommending a 20 percent contingency. While it is standard practice to include a 10 percent contingency, staff recommend an increase in contingency due to unforeseen situations with road rehabilitation work. Most road rehabilitation projects have the potential need for additional base repairs or deep digouts that often cannot be fully quantified prior to

construction. Should contingency funds not be required, they too would be returned to the Measure T Fund.

Table 2: *Project Budget*	
Line Item	*Amount*
Avison Construction, Inc. Contract	$3,059,391.50
Construction Management, Inspection and Testing	$275,000.00
Project Contingency (20 percent)	$611,878.30
Total Project Budget	**$3,946,269.80**
Funding Source	
LPP Fund	$360,000.00
Measure T Fund	$3,335,000.00
RMRA Fund	$689,678.00
Total Funding Sources	**$4,384,678.00**

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would delay project till next spring of 2027.

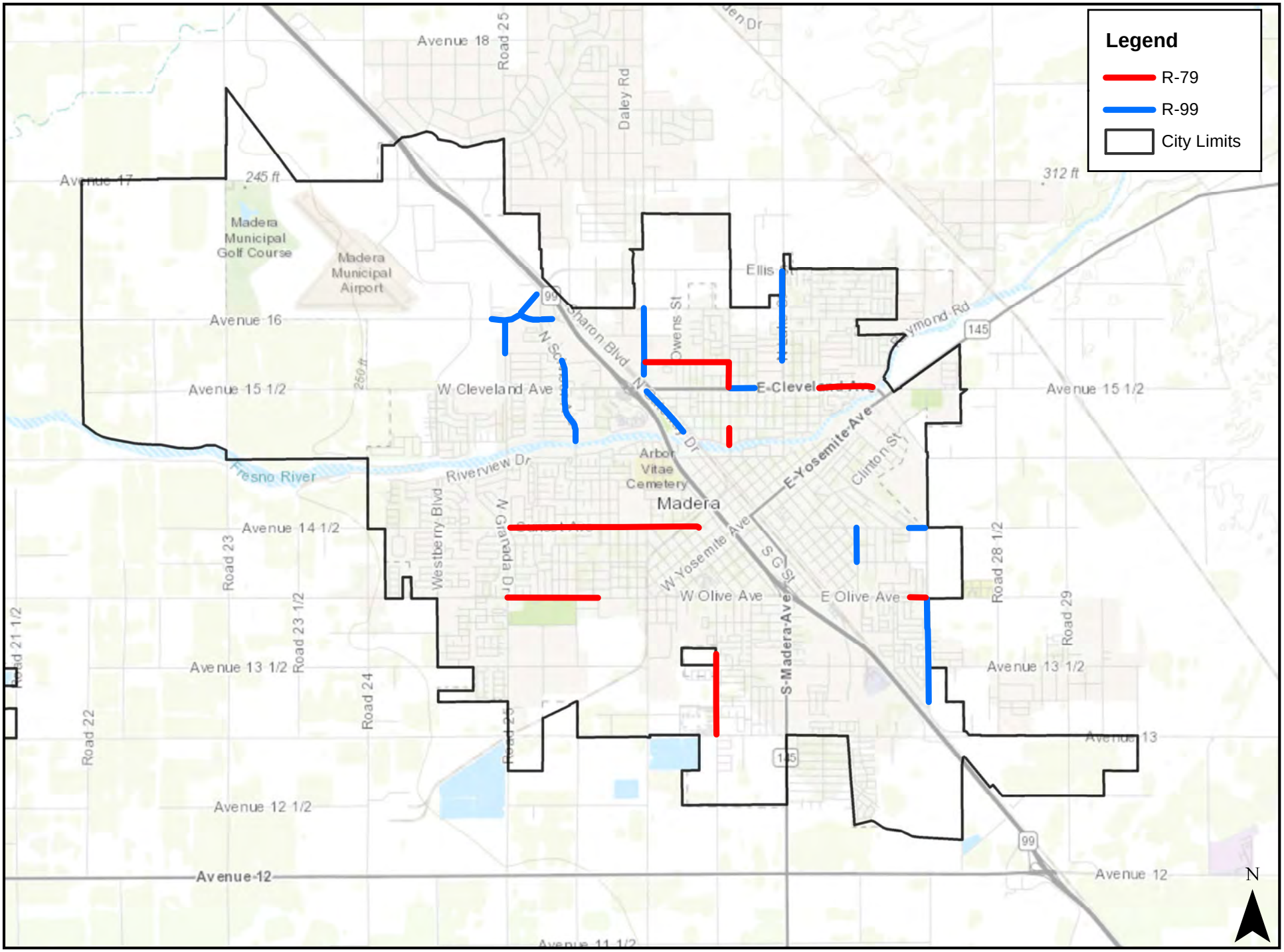
ATTACHMENTS:

1. Location Map
2. Resolution - Contract Award
    a. Exhibit A – Contract Agreement

Attachment 1

Location Map

LOCATION MAP



Attachment 2

Resolution

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79, IN THE AMOUNT OF $3,059,391.50 TO AVISON CONSTRUCTION, INC. AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on August 12, 2026, the Engineering Department advertised a solicitation for construction bids for FY 2024 Street Rehab and Reconstruction Project, City Project No. R-99 & 2021-22 SB-1 (RMRA) Seals and Overlays, City Project No. R-79 hereinafter referred to as "the Project"; and

WHEREAS, six (6) bids were received on September 9, 2026; and

WHEREAS, Avison Construction, Inc. submitted the lowest bid and was deemed a responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2026/27 under Capital Improvement Program (CIP) Project R-99 & R-79.

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

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all the information presented including the report to Council from the Engineering Department.
3. Council finds and determines that a Class 1 Categorical Exemption (Existing Facilities) set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project, as the project would consist of the maintenance and repair of existing streets. Further, none of the exceptions under CEQA Guidelines Section 15300.2 are applicable.
4. The City finds that Avison Construction, Inc. is the lowest responsible and responsive bidder.
5. The contract for the Project in the amount of $3,059,391.50 is awarded to Avison Construction, Inc., a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.
6. Council authorizes Construction Contingencies of up to 20 percent as approved by the City Engineer.

7. This Resolution is effective immediately upon adoption.

****

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 16 day of September, 2026, between the City of Madera, hereinafter called "**OWNER",** and **Avison Constructions, Inc.**, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79**

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

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of **$3,059,391.50**, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

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

   (A) Advertisement for Bids
   (B) Information for Bidders
   (C) Bid Proposal
   (D) Bid Bond
   (E) Agreement
   (F) Payment Bond
   (G) Performance Bond
   (H) Insurance Requirements for Contractors
   (I) Construction Plans and Specifications prepared or issued by the City of Madera entitled "**FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79" dated August, 2026**

   Addendum No. 1 , dated September 3, 2026

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Three Thousand Six Hundred Dollars ($3,600.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed **$3,059,391.50** except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the

performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

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

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

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

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

A. Claims:

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

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

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

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

B. The Claim Must Be Timely and in Writing:

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

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt,

will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

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

D. City Council Approval:

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

E. Payment of Claim:

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

F. Meet and Confer:

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

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

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or

board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

G. Filing a Government Code Written Claim Notice:

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

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Reserved.

J. Subcontractor Claims:

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

K. Filing of Action on Unresolved Claims:

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

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

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

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

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

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

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice

work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

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

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

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

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain

the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

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

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

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

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

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

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been

the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 41-42 of the Contract Documents.

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

20. Termination.

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

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

1. An illegal use of funds by **Avison Construction, Inc**;
2. A failure by **Avison Construction, Inc,** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Avison Construction, Inc.,** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93638

To the Contractor **Avison Construction, Inc.,**

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

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

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

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

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

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

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Avison Construction, Inc.,** 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 **Avison Construction, Inc.,** is a duly organized and legally existing corporation in good standing in the State of California.

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

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,

employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

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

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Avison Construction, Inc.,** in connection to the Project and correctly sets forth the obligations of the City and **Avison Construction, Inc.,** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Avison Construction, Inc.,** nor City will assign its interest in this Agreement without the written consent of the other.

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

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

City of Madera
Herein Called OWNER

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

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

Acknowledgment

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

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____.
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

_____

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 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 of Notary Public

Place Notary Seal/Stamp Above

CITY OF MADERA

CONTRACT DOCUMENTS
& CONSTRUCTION SPECIFICATIONS
FOR

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

AUGUST 2026

CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVENUE
MADERA CA 93638

KEITH HELMUTH, P.E.
CITY ENGINEER

PAGE INTENTIONALLY LEFT BLANK

CITY OF MADERA

CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS

FOR

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

AUGUST 2026

CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE
MADERA, CA 93638
(559) 661-5418

Keith Helmuth

Keith Helmuth, City Engineer

08/18/2026
Date

CITY OF MADERA

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

PROFESSIONAL ENGINEER SIGNATURE PAGE

SECTION 4, “DESCRIPTION OF BID ITEMS” AND SECTION 5, “SPECIAL PROVISIONS TECHNICAL” AND CERTAIN DRAWINGS AND EXHIBITS HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PROFESSIONAL ENGINEER.

8/18/2026

ELLEN DOBBS BITTER — Date

"FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79"

TABLE OF CONTENTS

BIDDING AND CONTRACTUAL DOCUMENTS **PAGE**

ADVERTISEMENT FOR BIDS 1
BY ORDER OF THE CITY COUNCIL OF THE CITY OF MADERA 2
INFORMATION FOR BIDDERS 3
BID PROPOSAL 10
BIDDER'S CHECKLIST 10
BID PROPOSAL FORM 11
BID SCHEDULE 12
SUBCONTRACTORS 16
BID BOND 17
CERTIFICATION 18
NONCOLLUSION AFFIDAVIT 19
PUBLIC CONTRACT CODE 20
DEBARMENT AND SUSPENSION CERTIFICATION 21
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (Prime) 22
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (SUBCONTRACTOR) 23
CARB DOORS CERTIFICATION 24
AGREEMENT 25
PAYMENT BOND 36
PERFORMANCE BOND 39
INSURANCE REQUIREMENTS FOR CONTRACTORS 41
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT 43

SPECIFICATIONS

SECTIONS 1 thru 5

1 GENERAL CONDITIONS 1-1
2 SPECIAL CONDITIONS 2-1
3 STANDARD SPECIFICATION AND PLANS 3-1
4 DESCRIPTION OF BID ITEMS 4-1
5 SPECIAL PROVISIONS – TECHNICAL 5-1

APPENDICES

Appendix A City Waste Pickup Schedule
Appendix B Debris Management Report
Appendix C City Water Requirements
Appendix D Mid Valley Disposal Rates
Appendix E Reserved
Appendix F Reserved
Appendix G Funding Signs

PAGE INTENTIONALLY LEFT BLANK

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the City Engineer of the City of Madera, or electronically via the City of Madera's PlanetBids vendor portal, for the following:

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

at 428 E. Yosemite Ave, Madera, CA 93638, until 2:00 pm, on **September 9, 2026** and then at said office publicly opened and read aloud.

There will be a non-mandatory pre-bid meeting on**, August 26, 2026** at City of Madera; Engineering Department Conference Room, 428 E. Yosemite Avenue at 2:00 p.m. *Any prospective bidder may all so attend the meeting by Zoom at*
https://cityofmadera.zoom.us/j/89627816604?pwd=3nV31T9fabbb7CI2I87KEFHgbgtwHn.1
on the same day and time. All bidders are invited to attend in person or by Zoom

The work in general consists of grinding deteriorated sections of asphalt concrete, paving with new asphalt concrete, crack sealing, application of microsurfacing type II and type III, adjustment of existing manhole/utility covers to final grade, reconstruct of ADA concrete curb ramps, replacement of loop detectors and replacing traffic pavement markings and striping.

In accordance with the provisions of Section 3300 of the Public Contract, the general contractor for this project shall have a **Class A or C-12** California State Contractor's License issued in accordance with the provisions of the Contractor's State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended.

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. 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. If awarded a contract, the bidder and its subcontractor(s), of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Plans, Specifications, and all Addenda can be downloaded from the City's website at https://pbsystem.planetbids.com/portal/54016/portal-home
by clicking on the link 'City of Madera's PlanetBids Vendor Portal'. Any printed hard copies of the plans, specifications, and all addenda shall be at the contractor's expense. Bidders must be registered with planetbids.com in order to receive all bid documents, contract documents and addenda.

In accordance with the provisions of Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California, securities may be substituted for non-federal monies withheld on this Project.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided by Section 1773.8 apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These wage rates are on file with the City Engineer, City of Madera, and are incorporated herein by reference.

The City Council of the City of Madera reserves the right to reject any and all bids, and to waive any and all irregularities in any bid. The City shall not assume any liability or costs incurred by Bidders should the award of contract be canceled due to lack of financing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF MADERA.

ATTEST: /s/ Alicia Gonzales
City Clerk
City of Madera

DATE: August, 2026

INFORMATION FOR BIDDERS

Bids will be received at the City of Madera Engineering Department (herein called the "OWNER) located at 428 E. Yosemite Avenue, Madera, CA 93638, or electronically via the City of Madera's PlanetBids vendor portal, at 2:00 pm on September 9, 2026. They will be publicly opened and read aloud at this location. The official bid stamp clock will be located at the Engineering Building at the above referenced address. The back-up clock is located above the front counter in the Engineering Building, should the official bid stamp clock not work.

The work in general consists of grinding deteriorated sections of asphalt concrete, paving with new asphalt concrete, crack sealing, application of microsurfacing type II and type III, adjustment of existing manhole/utility covers to final grade, reconstruct of ADA concrete curb ramps, replacement of loop detectors and replacing traffic pavement markings and striping.

Each BID must be submitted with all documents listed on the Bidder's Checklist in a sealed envelope, addressed to the OWNER at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638. Each sealed envelope containing a BID must be plainly marked on the outside a "Bid for **"FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79",** and the envelope should bear on the outside, the name of the BIDDER, his address, his Contractor's license number, Registration number with Department of Industrial Relations and a statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING". If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638 and shall be clearly labeled as instructed for the enclosed BID.

All BIDS must be made on the required BID PROPOSAL forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID PROPOSAL forms must be fully completed and executed when submitted. Only one copy of the BID PROPOSAL form is required.

Contractor who has employees who will work on a City of Madera project is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (S.B. 1200; H.REP 99-1000). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Madera project.

A non-mandatory pre-bid meeting is scheduled for August 26, 2026, at 2:00 pm at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638. All bidders are invited to attend. Any prospective bidder may also attend the meeting by Zoom at
https://cityofmadera.zoom.us/j/89627816604?pwd=3nV31T9fabbb7CI2I87KEFHgbgtwHn.1
Meeting ID: 896 2781 6604 Passcode: 053752
On the same day and time. All bidders are invited to attend in person or by Zoom.

The ENGINEER is the City Engineer of the City of Madera and the telephone number is (559) 661-5418.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No

BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period the time may be extended by mutual agreement between the OWNER and the BIDDER.

Any one or more of the following causes may be considered as sufficient for disqualification of a BIDDER and rejection of his proposal or proposals:

a. More than one proposal for the same work from an individual, partnership or corporation.
b. Evidence of collusion among BIDDERS. Participants in such collusion will receive no recognition as BIDDERS for any future work of the OWNER until such participant hall have been reinstated as a qualified BIDDER.
c. Lack of competency and adequate machinery, plant or other equipment, as may be revealed by financial statement if required.
d. For unsatisfactory performance record as shown by past work for the OWNER, judged from the standpoint of workmanship and progress.
e. Prior commitments or obligations, which in the judgment of the OWNER might hinder or prevent the prompt completion of the work.
f. Failure to pay or satisfactorily settle all payments due for labor or materials on former contracts in force with the City of Madera at the time of letting the BID.
g. Failure to comply with any qualifications regulation of the OWNER**.**
h. Omission of proposal guaranty.

A BIDDER who claims a mistake in his BID must follow the procedures in Public Contract Code Division 2, Part 1, Chapter 5, et seq. in seeking relief of his BID.

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the DRAWINGS and SPECIFICATIONS including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER, or any person shall not affect the risks, or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a Bid Bond payable to the OWNER for ten percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified or cashier's check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate bonding company licensed to transact such business in the State of California, with a current A.M. Best's rating of not less than A: VII, will be required for the faithful performance of the Contract, or as approved by the City Attorney. The Payment Bond and Performance Bond must be issued by an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

Attorneys-in-Fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement, obtain the Performance Bond and Payment Bond, and provide proof of carriage of insurance on the specified format within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The party to whom the Contract is awarded will be required to meet the insurance requirements as specified in the Contract Documents and provide proof of carriage of insurance on the specified format prior to execution of the Agreement.

The OWNER, within fifteen (15) days of receipt of acceptable Insurance Forms, Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall not relieve any BIDDER from any obligation with respect to his BID.

Pursuant to the provisions of the Public Contract Code of the State of California, each BIDDER shall set forth in his proposal the name and location of the place of business of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the WORK in an amount in excess of 1/2 of 1% of the CONTRACTOR'S total BID, or, in the case of BIDS or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime CONTRACTOR'S total BID or ten thousand dollars ($10,000), whichever is greater, and the portion of the WORK which will be done by each subcontractor.

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK

contemplated therein. The CONTRACT will not be awarded to anyone on the debarred list of Contractors.

Bids will be compared on the basis of the SUM TOTAL OF BID SCHEDULE A PLUS BID SCHEDULE B. Award will be made to the lowest responsible BIDDER.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rule and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Prior to beginning any work, the CONTRACTOR shall secure a City of Madera Business License at his own cost and expense.

Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

The Contractor shall forfeit to the City as a penalty $50.00 per day for each workman paid less than the rate set forth in the wage determination of the Director of Industrial Relations. The Contractor shall keep an accurate record of all personnel employed under the various classifications listing the name, classification, and hourly rate of such personnel, which record shall be made available for inspection by the owner.

At the time of award, and in accordance with the provisions of Section 3300 of the Public Contract Code, the general contractor for this project shall have a **Class A or C-12** California State Contractor's License issued in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended.

No bid submitted will be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State. The Contract will not be awarded unless the CONTRACTOR has a valid license in the appropriate classification for the work performed. Failure of the bidder to obtain the required licensing for an award of Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

Department of Industrial Relations Annual Registration:

a. Pursuant to Labor Code Sections 1772 and 1771(b), all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.
b. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations.
c. Pursuant to Labor Code Section 1725.5 - no Contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.

d. Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).
e. Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.
f. Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
g. Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a)(2) - the Contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
h. Pursuant to Labor Code Section 1773.3 - the Public Agency must file a PWC 100 Form with the DIR within 5 days of the award of a public works project. PWC Form 100 will be amended to reflect changes in contract time. The DIR will also be notified within 5 days of the completion of project

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

Pursuant to Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations at www.dir.ca.gov/DLSE/Debar.html

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Questions and Requests for Information/Clarification

No verbal requests or requests made in any other format will be accepted. Any questions about the RFP must be submitted electronically and individually (not in a paragraph format nor combined in a single submission) through the City's electronic bid management system (PlanetBids) at

https://pbsystem.planetbids.com/portal/54016/portal-home

under the "Q&A" tab.". All posted questions will be answered in writing and conveyed via written addenda to all Proposers via posting through the City's electronic bid management system (PlanetBids) at

https://pbsystem.planetbids.com/portal/54016/portal-home under the "Addenda/Emails" or the "Q&A" tab.

CARB Diesel-Fueled Off-Road Regulations:

This project is subject to the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements found in California Code of Regulations, Title 13, Div. 3, Ch. 9, Art. 4.8, Sec. 2449 ("CARB Off-Road Regulations"). Bidders must submit valid Certificate(s) of Reported Compliance for itself and all designated subcontractor(s) that are using fleet(s) subject to the CARB Off-Road Regulations in performance of this contract.

Certificates of Reported Compliance are obtained through CARB's Diesel Off-Road Online Reporting System (DOORS). For technical support, please contact CARB directly at 1-877-593-6677 or via email at doors@arb.ca.gov.

PAGE INTENTIONALLY LEFT BLANK

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID PROPOSAL
BIDDER'S CHECKLIST

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

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

REQUIRED

[X] 1. **BID PROPOSAL**
[X] 2. **BID SCHEDULE**
[X] 3. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 4. **BID DEPOSIT (ELECTRONIC SCANNED COPY ACCEPTED WITH ELECTRONIC BID SUBMITTAL AT BID OPENING DATE, SEE ITEM 12 BELOW)**attached to front of Proposal in the form of: [ ] Certified Check [ ] Bidder's Bond
[ ] Cashier's Check [ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit
[X] 5. **CERTIFICATION** (Comptroller General's List)
[X] 6. **NONCOLLUSION AFFIDAVIT**
[X] 7. **PUBLIC CONTRACT CODE**
[X] 8. **DEBARMENT AND SUSPENSION CERTIFICATION**
[X] 9. **EQUAL OPPORTUNITY CERTIFICATION (PRIME)**
[X] 10. **EQUAL OPPORTUNITY CERTIFICATION (SUBCONTRACTOR)**
[X] 11. **ADDENDA** – Signature page of all Addenda issued
[X] 12. **CONTRACTOR'S STATEMENT OF QUALIFICATIONS & CERTIFIED STATEMENT FROM GEORGE REED TABLE MOUNTAIN QUARRY SUPPLIER**, per Section 5.10 & Section 5.12

If one of the three lowest bidders, submit no later than 4:00 p.m. on the 3rd business day after bid opening:

[X] 13. **CARB DOOR CERTIFICATION**
[X] 14. **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal, to be submitted within three working days from the date of the bid opening.
[X] 15. **IF ELECTRONIC BID PROVIDE ORIGINAL HARD COPIES OF ITEMS 1 THROUGH 12 ABOVE AND DELIVER TO ATTN: Elisa Perez, City of Madera, 428 East Yosemite Ave, Madera, CA, 93638 in the form of:**

SUBMITTED BY:
Name of Company _____ Contact Name _____

Address _____ City _____ State _____ Zip _____

Phone No._____ Contact Email_____

Documents required on the checklist but not included in the bid package may render your bid non-responsive and ineligible for award. Bids received by the City of Madera by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID PROPOSAL FORM

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

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

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79"** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in **60 (sixty) Calendar Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **$3,600** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2026
No. _____, dated _____, 2026
No. _____, dated _____, 2026

The undersigned, as BIDDER, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this proposal is accepted, that the BIDDER will contract with the City of Madera to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID SCHEDULE

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

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

City Project R-99 – Base Bid Schedule A

Item	Description	Unit of Measure	Quantity	Unit Price ($)	Total Amount ($)
1	MOBILIZATION, BONDS, INSURANCE & PERMITS (NOT TO EXCEED $75,000)*	LS	1		
2	TRAFFIC CONTROL, SIGNAGE AND DETOURS	LS	1		
3	DUST CONTROL & WATER POLLUTION CONTROL PLAN (WPCP)	LS	1		
4	CLEARING & GRUBBING, DEMOLITION, REMOVAL, AND DISPOSAL	LS	1		
5	GRIND AND REMOVE 3'' OF ASPHALT CONCRETE	SY	5,336		
6	TYPE A, ½” ASPHALT CONCRETE	TON	1,187		
7	MICRO-SURFACING TYPE II	SY	1,880		
8	MICRO-SURFACING TYPE III	SY	110,979		
9	SURFACE PREPARATION, CRACK SEALING & SWEEPING	LS	1		
10	ADJUST WATER VALVE COVERS USING WATER VALVE RISERS	EA	18		
11	ADJUST STORM/SANITARY SEWER MANHOLE COVERS USING MANHOLE RISERS	EA	8		
12	REMOVE & REPLACE PAVEMENT STRIPING & MARKINGS	LS	1		
13	TRAFFIC LOOP DETECTORS	EA	11		
14	CONSTRUCT CONCRETE CURB RAMPS WITH TRUNCATED DOMES (6-SACK)	SF	2,162		
15	ASPHALT CONCRETE PLUG	SF	1,066		
16	BLUE FIRE HYDRANT MARKER (TYPE BB)	EA	26		

BIDDER'S NAME: _____
(Submit with Bid Proposal)

17	DIGOUT SURFACE 5'' DEPTH	SY	1,494		
18	MISCELLANEOUS FACILITIES AND OPERATIONS (NOT TO EXCEED $25,000)**	LS	1		

*This Item shall not exceed $75,000 as noted in the explanation of bid Items.
**This Item shall not exceed $25,000 as noted in the explanation of bid Items.

F = Final Pay Quantity P = Partial Pay S = Specialty Item

TOTAL 1 THROUGH 18, INCLUSIVE: $_____

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

City Project R-79 – Base Bid Schedule B

Item	Description	Unit of Measure	Quantity	Unit Price ($)	Total Amount ($)
1	MOBILIZATION, BONDS, INSURANCE & PERMITS (NOT TO EXCEED $130,000)*	LS	1		
2	TRAFFIC CONTROL, SIGNAGE AND DETOURS	LS	1		
3	DUST CONTROL & WATER POLLUTION CONTROL PLAN (WPCP)	LS	1		
4	CLEARING & GRUBBING, DEMOLITION, REMOVAL, AND DISPOSAL	LS	1		
5	GRIND AND REMOVE 3'' OF ASPHALT CONCRETE	SY	34,270		
6	TYPE A, ½" ASPHALT CONCRETE	TON	8,258		
7	MICRO-SURFACING TYPE II	SY	8,679		
8	MICRO-SURFACING TYPE III	SY	64,616		
9	SURFACE PREPARATION, CRACK SEALING & SWEEPING	LS	1		
10	ADJUST WATER VALVE COVERS USING WATER VALVE RISERS	EA	30		
11	ADJUST STORM/SANITARY SEWER MANHOLE COVERS USING MANHOLE RISERS	EA	23		
12	REMOVE & REPLACE PAVEMENT STRIPING & MARKINGS	LS	1		
13	TRAFFIC LOOP DETECTORS	EA	29		
14	CONSTRUCT CONCRETE CURB RAMPS WITH TRUNCATED DOMES (6-SACK)	SF	2,267		

BIDDER'S NAME: _____
(Submit with Bid Proposal)

15	ASPHALT CONCRETE PLUG	SF	1,149		
16	BLUE FIRE HYDRANT MARKER (TYPE BB)	EA	22		
17	DIGOUT SURFACE 5'' DEPTH	SY	6,080		
18	MISCELLANEOUS FACILITIES AND OPERATIONS (NOT TO EXCEED $25,000)**	LS	1		

*This Item shall not exceed $130,000 as noted in the explanation of bid Items.
**This Item shall not exceed $25,000 as noted in the explanation of bid Items.

F = Final Pay Quantity P = Partial Pay S = Specialty Item

TOTAL 1 THROUGH 18, INCLUSIVE: $_____

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

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

TOTAL BASE BID (SCHEDULE A + SCHEDULE B) $_____

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

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

BIDDER'S NAME: _____
(Submit with Bid Proposal)

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

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

Respectfully Submitted,

_____
Date

_____
Signature

_____
Title

_____
Company

_____
Address

_____
License Number

_____
Class

_____
DIR Registration Number

_____
Attest
(Seal – if Bid is by a corporation)

_____
DIR Classification of Work

BIDDER'S NAME: _____
(Submit with Bid Proposal)

SUBCONTRACTORS

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

SUBCONTRACTOR _____

Business Address _____

Class _____ License No. _____

DIR Registration No._____Classification of Workers_____

Item No. or Description of Work _____

Dollar Amount or Percentage of Total Bid _____

SUBCONTRACTOR _____

Business Address _____

Class _____ License No. _____

DIR Registration No._____Classification of Workers_____

Item No. or Description of Work _____

Dollar Amount or Percentage of Total Bid _____

SUBCONTRACTOR _____

Business Address _____

Class _____ License No. _____

DIR Registration No._____Classification of Workers_____

Item No. or Description of Work _____

Dollar Amount or Percentage of Total Bid _____

SUBCONTRACTOR _____

Business Address _____

Class _____ License No. _____

DIR Registration No._____Classification of Workers_____

Item No. or Description of Work _____

Dollar Amount or Percentage of Total Bid _____

SUBCONTRACTOR _____

Business Address _____

Class _____ License No. _____

DIR Registration No._____Classification of Workers_____

Item No. or Description of Work _____

Dollar Amount or Percentage of Total Bid _____

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID BOND

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

Signed, this _____ day of _____, 2026. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

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

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

_____ (L.S.) By_____
Principal

_____
Surety

By: _____
(Seal and Notarial Acknowledge of Surety)

BIDDER'S NAME: _____
(Submit with Bid Proposal)

CERTIFICATION

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

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

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

BIDDER'S NAME: _____
(Submit with Bid Proposal)

NONCOLLUSION AFFIDAVIT

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

To the CITY of MADERA

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

The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

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

BIDDER'S NAME: _____
(Submit with Bid Proposal)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

Note. The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

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

Yes _____ No _____

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

_____

_____

_____

_____

_____

Public Contract Code 10232 Statement

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

The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

BIDDER'S NAME: _____
(Submit with Bid Proposal)

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

BIDDER'S NAME: _____
(Submit with Bid Proposal)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (PRIME)

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

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

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

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

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

This sheet must be completed and submitted electronically via PlanetBids by bidder, **and separately for each proposed subcontractor**. Separate sheets for Bidder and for each subcontractor must be submitted with your bid to be accepted as complete.

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

BIDDER'S NAME: _____
(Submit with Bid Proposal)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (SUBCONTRACTOR)

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

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

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

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

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

This sheet must be completed and submitted electronically via PlanetBids by bidder, **and separately for each proposed subcontractor**. Separate sheets for Bidder and for each subcontractor must be submitted with your bid to be accepted as complete.

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

BIDDER'S NAME: _____
(Submit with Bid Proposal)

CALIFORNIA AIR RESOURCES BOARD (CARB) OFF-ROAD DIESEL FLEET COMPLIANCE (DOORS CERTIFICATION)

All contractors and subcontractors utilizing off-road diesel vehicles with 25 horsepower or greater, or most two-engine vehicles, on this public works project in California shall be in full compliance with the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, Title 13, Section 2449 et seq.).

Effective January 1, 2024, prime contractors and public works awarding bodies are required to obtain and retain a fleet's valid Certificate of Reported Compliance from CARB's Diesel Off-Road Online Reporting System (DOORS) prior to awarding or entering into a contract for work on public works projects involving the use of such vehicles.

Bidders shall provide a copy of their firm's (and any proposed subcontractors') current and valid CARB "Certificate of Reported Compliance" for their off-road diesel fleet(s) no later than 4:00 p.m. on the 3rd business day after bid opening.

The City reserves the right to verify the authenticity and validity of all submitted Certificates of Reported Compliance through the CARB DOORS system at http://www.arb.ca.gov/doors/compliance_cert1.html or by contacting the CARB DOORS Hotline.

The awarded Contractor shall maintain continuous compliance with all CARB Off-Road Diesel-Fueled Fleets Regulations throughout the duration of the contract and shall provide updated Certificates of Reported Compliance to the City throughout the project annually, or upon request, to demonstrate continued compliance.

Failure to provide a valid Certificate of Reported Compliance, or to maintain ongoing compliance, may result in the rejection of the bid, termination of the contract, and/or other penalties as permitted by law.

Exemptions:
If a bidder believes their fleet or operations are exempt from these requirements under CARB regulations (e.g., emergency operations as defined in Title 13 California Code of Regulations Section 2449(c)(18)), they must provide detailed documentation and justification for such exemption with their bid proposal for review and approval by the City.

The Bidder must place a check mark after "Yes", "No", or "N/A" in one of the boxes provided below. CARB DOORS certification shall be submitted no later than 4:00 p.m. on the 3rd business day after the bid opening.

□Yes □Exempt
□N/A (no applicable vehicles will be used for this project.

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

_____
_____
_____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026, between the City of Madera, hereinafter called "**OWNER",** and _____, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79**

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

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

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

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

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) Construction Plans and Specifications prepared or issued by the City of Madera entitled "**FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79" dated August, 2026**
(J)
Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Three Thousand Six Hundred Dollars ($3,600.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

SAMPLE

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed $_____ except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

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

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

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

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

A. Claims:

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

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

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

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

B. The Claim Must Be Timely and in Writing:

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

SAMPLE

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

SAMPLE

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. Reserved.

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:

SAMPLE

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

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

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

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

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

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

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

SAMPLE

Section 1777.5 provides, in part, as follows:

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

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

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

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

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

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

SAMPLE

the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

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

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

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

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

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

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

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and

fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 41-42 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **[Name of Successful Bidder]**. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

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

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

1. An illegal use of funds by **[Name of Successful Bidder]**;

2. A failure by **[Name of Successful Bidder]** to comply with any material term of this Agreement;

SAMPLE

3. A substantially incorrect or incomplete report submitted by **[Name of Successful Bidder]** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93638

To the Contractor **[Name of Successful Bidder]**

Notices. All notices and communications from the **[Name of Successful Bidder]** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

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

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

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

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

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

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

SAMPLE

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

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

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

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **[Name of Successful Bidder]** in connection to the Project and correctly sets forth the obligations of the City and **[Name of Successful Bidder]** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

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

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

SAMPLE

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

City of Madera
Herein Called OWNER

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

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

SAMPLE

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.

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____.
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

_____

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 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 of Notary Public

Place Notary Seal/Stamp Above

SAMPLE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

428 E. Yosemite, , Madera CA 93638
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 2026 a copy of which is hereto attached and made a part hereof for the construction of:

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

NOW, THEREFORE, if the Principal and all subcontractors shall promptly make payment to all mechanics, material men, contractors, subcontractors, lessors of equipment, artisans, architects, registered engineers, licensed land surveyors, machinists, builders, teamsters and laymen and all persons and laborers of every class performing labor upon or bestowing skill or necessary services on or furnishing materials or leasing equipment to be used or consumed in or furnishing appliances, teams or power contributing to the work described in the above mentioned contract, and to any other persons named in Section 3181 of the California Civil Code, and of amounts due under the Employment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance code, with respect to such work and labor, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that this obligation shall inure to the benefit of all persons named in Section 3181 of the California Civil code, and all such claimants and their assigns shall have a right of action in any suit brought upon this bond.

PROVIDED FURTHER, that no suit, action or other proceeding to recover on this bond shall be maintained unless commenced within six (6) months from the completion of the work described in the above mentioned contract, as "completion" is defined in Section 3086 of the California Civil Code.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract of accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST: _____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

428 East Yosemite Avenue Madera CA 93638
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026 a copy of which is hereto attached and made a part hereof for the construction of:

FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be

deemed an original, this the _____ day _____ 2026.

ATTEST:_____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope and Limits of Insurance

- Contractor shall maintain limits no less than: $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and

volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

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

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

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

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor shall indemnify, defend and hold harmless, City of Madera, And its officers, officials, employees and agents of the above from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Entity.

PAGE INTENTIONALLY LEFT BLANK

SECTION 1

GENERAL CONDITIONS

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 1

GENERAL CONDITIONS

1-1 DEFINITIONS - Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

AASHTO - American Association of State Highway and Transportation Officials, current designation as of the Bid date unless otherwise indicated.

ACCEPTANCE - Project approved by Resolution or Minute Order of City Council of Madera.

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

ANSI - American National Standards Institute, current designation as of the Bid date unless otherwise.

ASME - American Society of Mechanical Engineers, current designation as of the Bid date unless otherwise indicated.

ASTM - American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

AWWA - American Water Works Association, current designation as of the Bid date unless otherwise specified.

BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

BIDDER - Any person, firm or corporation submitting a BID for the WORK.

BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

BUSINESS LICENSE - A City of Madera Business License required for payment of the business tax based on gross receipts.

CALENDAR DAY - Each and every day of the year, including weekends and holidays.

CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS so that the PROJECT or specified part can be utilized; or the purposes for which it is intended.

CONTRACT DOCUMENTS - The Contract, including Advertisement for Bids, Information for Bidders, BID, including Bid Representations and Certifications, Bid Bond, Agreement, Payment

Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, General Conditions, Special Conditions, SPECIFICATIONS, DRAWINGS AND ADDENDA.

CONTRACT PRICE - The total moneys payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

DRAWINGS - The part of the CONTRACT DOCUMENTS which shows the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY ENGINEER.

ENGINEER - The City Engineer of the City of Madera, California

FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

IEEE - Institute of Electrical and Electronics Engineers, current designation as of the Bid date unless otherwise indicated.

NEC - National Electric Code, current designation as of the Bid date, unless otherwise indicated.

NEMA - National Electrical Manufacturers Association, current designation as of the Bid date unless otherwise indicated.

NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

OWNER - The City of Madera, for whom the WORK is to be performed.

PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

SJVAPCD - San Joaquin Valley Air Pollution Control District

SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

STATE STANDARD SPECIFICATIONS - State of California, Department of Transportation Standard Specifications, latest Edition. Metric units shall be converted to English unit equivalents where applicable.

CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS - FHWA's MUTCD 2023 Edition, as approved for use in California.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

SWPPP - Storm Water Pollution Prevention Plan on file with the City Engineer.

UNI - Uni-Bell Plastic Pipe Association, current designation as of the Bid date unless otherwise specified.

WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

1-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS - The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

1-3 SCHEDULES, REPORTS AND RECORDS - The CONTRACTOR shall submit to the OWNER such schedules, reports, records and other data as the OWNER may request concerning WORK performed or to be performed. Prior to the first partial payment estimate, the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK. The CONTRACTOR shall not be entitled to any payment until he has submitted the schedule, reports and records required under this Section. The CONTRACTOR shall revise or update the schedule whenever requested to do so by the ENGINEER.

1-4 DRAWINGS AND SPECIFICATIONS - The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the

CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS. Any discrepancies found between the DRAWINGS AND SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

The OWNER will furnish to the CONTRACTOR, free of charge, all copies of DRAWINGS AND SPECIFICATIONS reasonably necessary for the execution of the WORK. The CONTRACTOR shall keep one copy of all current DRAWINGS AND SPECIFICATIONS on the job site, in good order, available to the ENGINEER and his representatives.

ALL DRAWINGS, SPECIFICATIONS, and copies thereof furnished by the OWNER are the property of the ENGINEER. They are not to be used on other work, and, with the exception of the signed Contract set, are to be returned to the ENGINEER on request, at the completion of the WORK.

1-5 PRECEDENCE OF CONTRACT DOCUMENTS - The order of precedence of documents shall be:

1. Rules and Regulations of State Agencies relating to the source of funds for a project.
2. Permits from other agencies as may be required by law.
3. Supplemental Agreements, Change Orders, or Contract, the one dated later having precedence over another dated earlier.
4. Special Conditions.
5. General Conditions.
6. Technical Specifications.
7. Plans.
8. Standard specifications.
9. Standard Plans.

Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Whenever any conflict appears in any portions of the contract, it shall be resolved by application of the order of precedence.

1-6 SHOP DRAWINGS - The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. For each item where a SHOP DRAWING is required, the CONTRACTOR shall submit a minimum of six (6) prints. The ENGINEER shall promptly review all SHOP DRAWINGS and retain three sets after his review. All additional copies shall be returned to the CONTRACTOR. If the CONTRACTOR requires more than three prints returned, he shall accordingly increase the number of prints submitted to the ENGINEER. The ENGINEER'S review of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The review of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the ENGINEER. A copy of each SHOP DRAWING and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

1-7 MATERIALS, SERVICES AND FACILITIES - It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and reviewed by the ENGINEER.

Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or any SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

1-8 INSPECTION AND TESTING - All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS. No work requiring material testing or material inspection shall be performed on Saturdays, Sundays, or City-designated holidays.

All initial compaction and materials tests shall be performed at no expense to the CONTRACTOR. The cost of each subsequent retest shall be paid for by the CONTRACTOR if the first tests fail to meet the required relative compaction or specified strength. Additional materials testing shall be performed by the OWNER at the CONTRACTOR's expense as described in the various sections of the Technical Specifications.

The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any WORK to be inspected, tested, approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will furnish the ENGINEER the required certificates of inspection, testing or approval.

Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of the OWNER and appropriate Federal or State agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

If any WORK has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

1-9 SUBSTITUTIONS - Wherever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

1-10 PATENTS - The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

1-11 SURVEYS, PERMITS AND REGULATIONS - Control staking by the ENGINEER is limited to providing a reference line and temporary or permanent benchmarks for the CONTRACTOR's use in staking the project to conform to the plans. Center line monuments will be referenced by the ENGINEER to facilitate replacement after the job is completed. Where possible, center line monuments and all other survey monuments in or adjacent to the project shall be preserved. The cost of replacement of monuments, which in the opinion of the ENGINEER need not have been destroyed, shall be deducted from the moneys due or to become due the Contractor for this project. Supplementary construction staking information to be provided by

the ENGINEER shall consist of electronic drawing files in the AUTOCAD format currently in use by the Design Engineer.

When monuments exist that control the location of boundaries, roads, streets, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets or other rights-of-way are improved or reconstructed and a corner record or record of survey of the references shall be filed with the County Surveyor. They shall be reset in the surface of the new construction in the manner shown on the DRAWINGS to perpetuate their location and a corner record or record of survey shall be filed with the County Surveyor prior to the recording of a Certificate of Completion for the project. It shall be the responsibility of the CONTRACTOR to provide for the monumentation required by this section.

All construction staking shall be the responsibility of the CONTRACTOR. Construction staking costs shall be included in the unit price of the various items of work and no additional monies shall be paid.

Reference lines and marks set by the ENGINEER shall be carefully preserved by the CONTRACTOR. In case such references or markings are destroyed or damaged by reason of the CONTRACTOR's operations, the cost of restoring them will be deducted from any moneys due or to become due the CONTRACTOR. Unless otherwise shown, all measurements and elevations on the plans are in feet and decimals of a foot.

The CONTRACTOR shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the WORK to avoid errors in construction. The CONTRACTOR shall be responsible for proper dimensions and fittings of all items of WORK being performed by him. Should any discrepancy be found in lines, dimensions, or elevations, they shall be reported to the ENGINEER immediately.

The CONTRACTOR shall protect all existing property and survey monuments, including survey control monuments for this WORK. Where it is necessary to disturb existing property, survey or control monuments in order to permit the prosecution of the WORK within the permanent and construction right-of-way, such monuments shall be reset by the CONTRACTOR. Such monuments shall not be disturbed during the prosecution of the WORK unless the CONTRACTOR has given the OWNER a minimum of 72 hours notice of the CONTRACTOR'S intent to disturb such monuments during the prosecution of his WORK.

1-12 LICENSE(S) & PERMITS - The CONTRACTOR shall have a City Business License prior to the beginning of WORK. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 1-14, CHANGES IN THE WORK.

1-13 PROTECTION OF WORK, PROPERTY AND PERSONS - The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property

at the site or adjacent thereto, including trees, shrubs, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

1-14 SUPERVISION BY CONTRACTOR - The CONTRACTOR shall supervise and direct the WORK. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

1-15 CHANGES IN THE WORK - The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER may also, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or CONTRACT TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

1-16 CHANGES IN CONTRACT PRICE - The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(A) Unit prices previously approved.

(B) An agreed lump sum.

(C) If a lump sum or unit price cannot be mutually agreed upon, the CONTRACTOR shall be entitled to the sum of the following costs of doing the extra work:

(1) Direct Labor Costs. Charges for cost of all the labor furnished and used by the CONTRACTOR shall be made for manual classifications up to and including general foreman. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Timekeepers, and Maintenance Mechanics. The time charged to extra work shall be subject to the daily approval of the ENGINEER and evidence of such daily approval shall be submitted with the billing.

Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the ENGINEER.

(2) Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the CONTRACTOR shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of $500.00 or less. Equipment time charges must be subject to the daily approval of the ENGINEER and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the ENGINEER and the CONTRACTOR prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.

(3) Material Costs. Charges for the cost of materials furnished by the CONTRACTOR shall be made providing such furnishing was specifically authorized in the extra work order and the actual use verified by the ENGINEER. Charges must be net cost to the CONTRACTOR delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the ENGINEER.

(4) Tools, Supplies, Overhead, Supervision, and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total Direct Labor Costs and Material Costs, as defined above, and 5% for work by Subcontractors.

Any extra work performed hereunder shall be subject to all of the provisions of the CONTRACT and the CONTRACTOR'S sureties shall be bound with reference thereto as under the CONTRACT.

1-17 TIME FOR COMPLETION AND LIQUIDATED DAMAGES - The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED and be fully completed in **sixty (60) calendar days.**

Time is of the essence in this agreement. The CONTRACTOR shall proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK, or specific portions of the WORK, described herein in a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the OWNER will suffer if the CONTRACTOR fails to complete the WORK within the CONTRACT TIME and for said reason, if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER, the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. The time for completion of the WORK shall be extended, and the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

A. To any preference, priority or allocation order duly issued by the OWNER.

B. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the ENGINEER, make prosecution of the WORK unreasonably difficult.

C. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in the above paragraphs.

1-18 CORRECTION OF WORK - The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

1-19 SUSPENSION OF WORK, TERMINATION AND DELAY - The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) days, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any such suspension.

If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, material or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all the materials, equipment, tools, constructing equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT,

including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after the (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the Contract and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or, if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

1-20 PROGRESS ESTIMATE - On or about the last day of the calendar month, the CONTRACTOR will, except as hereinafter provided, make in writing and certify to the ENGINEER an estimate of the amount and value of the work completed by the CONTRACTOR up to that time in the performance of the Contract. In case of work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of work for which a lump sum is named in the Contract, the CONTRACTOR may use a breakdown of the lump sum price, provided that such breakdown is submitted within 15 calendar days after the execution of the Contract Agreement in a form acceptable to the ENGINEER. No payment will be made to the CONTRACTOR until such schedule has been submitted to and reviewed by the ENGINEER. To the figure thus arrived at shall be added any amounts due the CONTRACTOR for extra work and the amount of any approved claims for extra costs to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder, there shall be further deducted

any amounts due the OWNER from the CONTRACTOR for supplies or materials furnished or services rendered and any other amounts that may be due the OWNER under the terms of the Contract. In preparing estimates for partial payments, consideration shall be given to delivery on the site of pipe, valves, fittings and miscellaneous metal which will become a part of the finished construction work and for which payment in full has been made by the CONTRACTOR, but no consideration will be given to preparatory work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the ENGINEER, the CONTRACTOR is not diligently and efficiently endeavoring to comply with the intent of the Contract. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. Progress estimates shall be made in the form of itemized invoices in triplicate and shall be submitted together with the data set forth below:

A recapitulation showing balance due current month as follows:

Total Contract Price	_____
Extra Work Ordered	_____
Total Contract Price w/ CCO's	_____
Gross Earnings to Date (Including extra work ordered)	_____
Less 10% of gross Earnings to Date	_____
Net Earnings to Date	_____
Less Previous Claims	_____
Balance Due this Claim	_____

1-21 PROGRESS PAYMENTS - The OWNER will make payments on account of the Contract as follows: Not later than the 30th day of the month following the month in which the Contract is awarded, and the 30th day of each calendar month thereafter, the OWNER will pay to the **CONTRACTOR 95% (5% retention)** of the amount earned by the CONTRACTOR during the preceding month at the rate of prices set forth in the Contract, based on the estimate of the CONTRACTOR as reviewed and approved by the ENGINEER. At the request and expense of the CONTRACTOR 100% of the amount earned, which is funded by non-federal moneys, will be paid as specified above provided securities are substituted for the retention withheld. Securities shall be deposited with the OWNER or with a State or federally chartered bank as the escrow agent. In the event the securities are to be deposited with an escrow agent, CONTRACTOR agrees to execute any and all necessary documents including an escrow agreement substantially similar to the form set forth in Public Contract Code, Section 22300. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. If the OWNER fails to make payment by the date specified above, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment

interest at the maximum legal rate commencing on the first day after said payment is received by the CONTRACTOR.

The retention will be held by the OWNER or the securities will be held by the OWNER or escrow agent until thirty five (35) days following filing of the Notice of Completion.

1-22 FINAL ESTIMATE - Upon completion of the contract and final inspection and acceptance by the ENGINEER, the ENGINEER shall prepare a final estimate of quantities and the value of such work and the OWNER shall pay to the CONTRACTOR the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the CONTRACT. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

1-23 ACCEPTANCE & FINAL PAYMENT - Upon receipt of the WRITTEN NOTICE from the CONTRACTOR that the WORK is ready for final inspection and acceptance, the ENGINEER will promptly make such inspection, and when he finds the WORK acceptable under the CONTRACT, and the CONTRACT fully performed, he will promptly issue a final certificate, over his own signature, stating that the WORK required by this Contract has been completed and recommending acceptance of the Work by the OWNER. The OWNER, after acceptance of the work by City Council, then shall issue a formal Notice of Acceptance, and the entire balance found to be due shall be paid to the CONTRACTOR by the OWNER thirty five (35) days from the date of recording by the OWNER of the Notice of Acceptance of all WORK covered by this Contract.

Before issuance of the Notice of Acceptance, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, materials bills, and other indebtedness connected with the WORK have been paid, or if not paid, then the CONTRACTOR shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER except the following:

A. those arising from unsettled liens;

B. those arising from faulty work appearing within twelve (12) months after the date of filing of the Notice of Acceptance;

C. those arising from failure to meet the requirements of the SPECIFICATIONS; or,

D. those arising from manufacturers' guarantees.

It shall also constitute a waiver of all claims by the CONTRACTOR except those previously made and still unsettled.

All prior certificates upon which partial payment may have been made, being merely estimates, shall be subject to a correction on the final certificate.

1-24 QUANTITIES & UNIT PRICES - The quantities noted in the schedule are approximations for comparing BIDS, and no claim shall be made against the OWNER for excess or deficiency therein. Payment at the unit or lump sum prices set forth in the schedule will constitute payment in full for the completed WORK and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

The quantities of WORK performed will be computed for payment by the ENGINEER on the basis of measurements taken by the ENGINEER, and these measurements shall be final and binding.

1-25 PROOF OF CARRIAGE OF INSURANCE - CONTRACTOR shall furnish such insurance coverage as indicated in the section “INSURANCE REQUIREMENTS FOR CONTRACTORS”.

A. "General Liability Special Endorsement"
B. "Automobile Liability Special Endorsement"
C. "Workers' Compensation/Employees Liability Special Endorsement"
D. "Certificate of Insurance"

All of the above to be submitted prior to execution of this agreement.

Insurance shall be provided by an insurance company licensed to transact such business in the State of California with a current A.M. Best’s rating of no less than A:VII. Liability insurance shall be written on an "occurrence" basis.

CONTRACTOR shall furnish OWNER, through the ENGINEER, concurrently with the execution thereof, with satisfactory proof of carriage of the insurance required and that each carrier shall give OWNER at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

1-26 CONTRACT SECURITY - The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of California. The bonding company shall be an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner. The expense of these bonds shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond(s) shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the OWNER.

1-27 ASSIGNMENTS - Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent to the other party.

1-28 INDEMNIFICATION - The CONTRACTOR will indemnify and hold harmless the OWNER and their officers, agents, employees, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, or any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them

may be liable. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER, his agents or employees arising out of the preparation or review of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, design or SPECIFICATIONS.

1-29 SEPARATE CONTRACTS - The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S work depend upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

If the performance of additional WORK by other contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 1-14 and 1-15.

1-30 SUBCONTRACTING - The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

The CONTRACTOR shall perform with its own organization contract work amounting to **not less than 30 percent** of the total original contract bid price, excluding any specialty items designated by the OWNER. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the CONTRACTOR organization (23 CFR 635).

The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS in so far as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this Contract shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

1-31 ENGINEER'S AUTHORITY - The ENGINEER shall act as the OWNER'S representative. He shall decide questions which may arise as to quality and acceptability of materials furnished

and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

The CONTRACTOR will be held strictly responsible to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

1-32 LAND AND RIGHTS-OF-WAY - Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired. The CONTRACTOR shall provide, at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

1-33 GUARANTY - Unless stipulated otherwise in the SPECIFICATIONS, the CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion of the system that the completed system is free from all defects due to faulty materials and workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

1-34 TAXES - The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

1-35 CONTRACTOR'S UNDERSTANDING - It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and extent of the WORK, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the WORK, the general and local conditions, and all other matters which can in any way affect the WORK under this Contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

1-36 ACCIDENTS - The CONTRACTOR shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the WORK. The CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with the performance of the WORK, whether on or adjacent to the site which causes death, personal injury, or property damages are caused, the accident shall be reported immediately by telephone or messenger to both the ENGINEER and the OWNER. If any claim is made by anyone against the

CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

1-37 SAFETY AND SANITATION - The CONTRACTOR shall provide adequate safety and sanitation facilities according to State Laws and local ordinances.

1-38 CLIMATIC CONDITIONS - The ENGINEER may order the CONTRACTOR to suspend any WORK that may be subject to damage by climatic conditions. The CONTRACTOR may suspend WORK if climatic conditions are such that the CONTRACTOR is unable to work. In such case, the CONTRACTOR, within seven (7) days, shall request in writing a CHANGE ORDER to extend the CONTRACT TIME.

1-39 OFFICIALS NOT TO BENEFIT - No official of the OWNER shall receive any benefit that may arise by reason of this Contract.

1-40 CLEAN-UP - During the progress of the WORK, the CONTRACTOR shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the WORK, the CONTRACTOR shall remove from the vicinity of the WORK all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the OWNER after ten (10) calendar days notice to the CONTRACTOR at the expense of the CONTRACTOR, and his surety or sureties shall be liable therefore.

As part of the final clean-up, the CONTRACTOR shall dress up and grade the right of way to match existing ground surfaces, and shall remove therefrom all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the ENGINEER.

No direct payment will be made to the CONTRACTOR for any clean-up work, but all compensation therefore shall be included in the prices BID in the schedule for the various items of work.

1-41 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY - In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract: This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

1-42 CONSTRUCTION RECORD DRAWINGS - The CONTRACTOR shall maintain a neatly marked set of record drawings showing the final locations and layout of all piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, in full accordance with and showing all field instructions, change orders and construction adjustments. Drawings shall indicate location of subgrade structures left in place.

Drawings shall be subject to the inspection of the ENGINEER at all times and progress payments may be withheld if drawings are not current. At the final inspection the CONTRACTOR shall submit to the inspector, for review and comment by the ENGINEER, one (1) set of marked record drawings. Drawings shall be stamped “AS BUILT”, dated, and signed

by the CONTRACTOR. The work will not be formally accepted until the drawings are accepted by the ENGINEER.

1-43 STATE LABOR STANDARDS PROVISIONS - State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All CONTRACTORS and SUBCONTRACTORS are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the CONTRACTOR or SUBCONTRACTOR shall forfeit, as a penalty, twenty-five ($25) dollars for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that, not withstanding the provision of Sections 1810-1814, employees of CONTRACTORS who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight hour per day at not less than 1-1/2 times the basic rate of pay.

1-44 PAYROLL RECORDS - Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the WORK. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the CONTRACTOR as required by Labor Code Section 1776. Certified payrolls shall be submitted to OWNER weekly. Fringe benefit statements and apprenticeship agreements will be submitted with the project's first certified payroll or when there are mandated changes in the fringe benefits or when new apprentices are employed.

1-45 OVERTIME INSPECTION FEES - The CONTRACTOR shall pay CITY for all overtime inspection in accordance with existing resolutions or fee schedule of the CITY unless the charges for such inspection have been specifically waived elsewhere within this Contract. Overtime inspection charges will be made for all inspections on Saturdays, Sundays, and CITY-designated holidays, and hours worked by the inspector other than those of the normal CITY working day.

1-46 CLAIMS FOR ADDITIONAL TIME - Extension of time, when granted, will be based upon the effect of delays to the WORK as a whole and will not be granted for non-controlling delays to minor included portions of the WORK unless it can be shown that such delays did, in fact, delay the progress of the WORK as a whole. The CONTRACTOR shall not be entitled to damages or additional payment due to these delays except when CITY is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. No compensation for WORK delays prior to the original Contract duration shall be paid.

If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein. War, governmental regulations, priorities, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of WORK, other similar action of the elements, inability to obtain materials, equipment or labor because of Federal Government restrictions arising out of the National Defense or War Program, required "Extra Work", action or inaction by the CITY, or other specific reasons as may be further described in the Specifications may constitute such a delay.

If the CONTRACTOR is delayed by the failure of the CITY to furnish necessary rights of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the WORK, after written request therefore, the CONTRACTOR shall be entitled to an extension of time as provided herein.

1-47 RECYCLING - The City of Madera encourages all CONTRACTORS, SUBCONTRACTORS, vendors and suppliers to recycle in accordance with current industry best practices and as required by the State of California recycling of construction materials.

All asphalt concrete to be removed shall be removed by grinding and the grindings shall become City-Owned Material and shall be hauled to the **Talley Sand & Gravel at 12483 Road 29, Madera, California, and dispose of at that location as specified by the Engineer.**

Construction and demolition debris generated under a city issued building, renovation, or demolition permit and equal to or exceeding eight cubic yards of material by volume shall have necessary mixed and/or source separated C&D recycling bin(s) or roll-off boxes for the removal and recycling of all construction and demolition debris from the project site. The project permittee, designated hauler, or recycler shall provide to the City of Madera a monthly C&D report which contains at a minimum the construction site address, weight of material hauled, date hauled, material type, recycling facility name and address, and assurances from the recycling facility that a minimum of 50% of the C&D material has been recycled.

The city will provide the proper documentation form: however, other forms of documentation can be used as long as it is deemed by city staff to be acceptable and complete. See appendix for debris management report.

1-48 COLLECTION, TRANSPORT OF ALL CONSTRUCTION AND DEMOLITION DEBRIS - The City of Madera requires all Contractors, Subcontractors, vendors and suppliers to utilize Mid Valley Disposal for collection, transportation, and reporting of all construction and demolition debris.

PAGE INTENTIONALLY LEFT BLANK

SECTION 2

SPECIAL CONDITIONS

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 2

SPECIAL CONDITIONS

2-1 REQUIREMENTS - It is required that there be constructed and completed in accordance with the **FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79**

2.2 DESCRIPTION OF THE WORK - The principal components of the WORK to be performed under these CONTRACT DOCUMENTS included but are not limited to the following:

The work in general consists of grinding deteriorated sections of asphalt concrete, paving with new asphalt concrete, crack sealing, application of microsurfacing type II and type III, adjustment of existing manhole/utility covers to final grade, reconstruct of ADA concrete curb ramps, replacement of loop detectors and replacing traffic pavement markings and striping

2-3 LABOR - If any SUBCONTRACTOR or person employed by the CONTRACTOR shall appear to the ENGINEER to be incompetent or to act in a disorderly or improper manner, they shall be removed immediately on the request of the ENGINEER, and that person shall not again be employed on the work.

No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

The work shall at all times be executed under safe working conditions, and the conditions of work shall be subject to inspection and correction by the ENGINEER or safety inspectors of the OWNER.

2-4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK - The CONTRACTOR shall commence WORK and shall complete all of the WORK in accordance with the schedule and within the time stated in the BID. The capacity of the CONTRACTOR's construction plant, sequence of operations, method of operations, and the forces employed shall, at all times during the continuance of the Contract, be subject to the approval of the ENGINEER and shall be such as to ensure the completion of the WORK in accordance with the required schedule and within the time specified.

2-5 SCHEDULE OF WORK - The CONTRACTOR shall submit a schedule of work for the improvements for review at the pre-construction meeting. This schedule shall indicate the date the CONTRACTOR will obtain any and all permits from outside agencies, including a permit from the Division of Industrial Safety for any excavation five (5) feet or more in depth. This schedule shall show all items of work and expected construction times for each item.

2-6 SEQUENCE OF WORK - The CONTRACTOR shall schedule work with the utmost diligence and execute the work expeditiously so as to minimize public inconvenience or down time.

2-7 RESPONSIBILITY REGARDING EXISTING UTILITIES AND PRIVATE PROPERTY - The existence and location of public and private utilities indicated on the DRAWINGS are not guaranteed and any additional utilities and facilities not shown on the DRAWINGS shall be investigated and protected by the CONTRACTOR. The CONTRACTOR shall be held responsible for damage to and for maintenance and protection of existing pipelines, irrigation facilities, public utilities, driveways, alleys, sidewalks, curbs and gutters, and existing fences.

Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The CONTRACTOR shall adequately protect all adjoining property and structures from damage, whether within or without of the OWNER-furnished rights-of-way, and shall be fully responsible for any damage to adjoining property and structures which may result from WORK done under this Contract. Unless otherwise provided, the CONTRACTOR shall repair or replace all existing improvements (e. g. curbs, sidewalks, driveways, fence, signs, utilities, street surfaces, structures, sprinkler, etc.) damaged or removed as a result of his operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension, whether within the right-of-way or on private property. All repairs and replacements for items on private properties shall be made within seven (7) calendar days.

All costs to the CONTRACTOR for protecting, removing and restoring existing improvements shall be included in the various bid items and no separate payment will be made therefore.

It shall be the CONTRACTOR's responsibility to notify the Underground Service Alert (USA) Organization for utility undergrounding permits per Section 4216 of the Government Code. The CONTRACTOR shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The USA North's - Underground Service Alert phone number is 811/1-800-227-2600.

The CONTRACTOR shall use extreme care during construction to prevent damage from dust to adjacent property. The CONTRACTOR shall sprinkle the areas where the passage or operation of vehicles and equipment creates a dust problem, or take other preventive measures as directed by the ENGINEER. The CONTRACTOR shall furnish all labor, equipment, materials and means required to control dust which is in any way a result of the CONTRACTOR'S operations.

The CONTRACTOR shall be responsible for all damage or injury which may result to property, outside of the construction right-of-way or within the right-of-way where so noted, from the CONTRACTOR'S operations hereunder, or otherwise, from the performance of this Agreement or failure of performance of this Agreement by said CONTRACTOR or any of his subcontractors or employees.

2-8 PROJECT SITE MAINTENANCE - Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the CONTRACTOR shall keep the work site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary.

CONTRACTOR shall maintain site in accordance with the City of Madera NPDES Permit for their storm drainage system. Copy of said permit is available at the office of the City of Madera ENGINEER.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire work site shall be cleared of equipment,

unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup, dust control, and project site maintenance costs shall be absorbed in the CONTRACTOR'S bid.

2-9 NOTIFICATION - All homeowners and businesses affected by the construction shall be notified five (5) days in advance of the Work. The notification shall be in a form of a written posting, stating the time and date that the activities will take place. Should work not occur on the specified day, a new notification will be distributed. Suitable signs shall be posted 48 hours prior to the surfacing. "No Parking" signs shall include the wording, "Vehicle Code Section 22654".

2-10 WATER SUPPLY - Water will be available to the CONTRACTOR for the performance of the WORK from assigned City fire hydrants. CONTRACTOR will be billed monthly for metered fire hydrant water. Prior to the use of any hydrant, the CONTRACTOR shall notify the Madera Public Works Department and a representative from the Public Works Department will install a meter furnished by the Public Works Department on the fire hydrant. It will be the CONTRACTOR'S responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. The CONTRACTOR is responsible for security of the City-furnished meter. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. Payment of work specified above shall be included in the unit and lump sum prices bid in the schedule for the various items of WORK. See Appendix C.

2-11 MATERIALS FURNISHED BY OWNER - No labor, material, or other facilities shall be provided by the OWNER unless otherwise indicated on the DRAWINGS or in the SPECIFICATIONS.

2-12 MATERIALS FURNISHED BY CONTRACTOR - Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the WORK. The City of Madera shall be provided a copy of all water meter purchases showing the date meters were ordered, confirmation from the vendor that the order was received, and the expected delivery date. The delivery dates shall be incorporated into the schedule referenced in Section 2-5. Mobilization shall not commence until delivery of the water meters has commenced.

2-13 REQUEST FOR EXTENSION OF TIME - No extension of time shall be made for delay occurring more than seven (7) calendar days before a claim is made therefore in writing to the ENGINEER. In the case of a continuing cause of delay, only one claim is necessary.

2-14 RIGHTS-OF-WAY - The CONTRACTOR shall not be entitled to extra compensation for hardships and increased cost caused by the WORK being adjacent to telephone-telegraph lines and guide wires, power lines and guide wires, buildings, fences, pipelines, ditches, roadways, and other obstacles, which may physically restrict or limit the use of construction equipment. In some cases, such physical confinement may necessitate special methods of construction of the WORK. If the CONTRACTOR desires to utilize additional area, he shall obtain the necessary written approvals from the landowner.

No additional compensation shall be paid to the CONTRACTOR for the cost of obtaining additional right-of-way or for the inability to obtain such.

2-15 TRAFFIC CONTROL, CONSTRUCTION SIGNS, BARRICADES, AND LIGHTS

2-15.1 TRAFFIC SAFETY AND ACCESS - The CONTRACTOR'S operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. A schedule of work shall be submitted to the ENGINEER for approval prior to the start of construction. CONTRACTOR shall immediately notify ENGINEER of any changes to the approved schedule.

The CONTRACTOR shall submit a traffic control plan to the ENGINEER for approval before the start of construction.

The CONTRACTOR shall backfill all trenches at the end of each working day. The CONTRACTOR shall place and compact backfill in trenches as required to obtain a stable foundation daily for traffic use. In paved areas, three (3) inches of "cold mix" asphalt concrete shall overlay the compacted backfill and be installed daily. Temporary paving work shall be completed to the satisfaction of the ENGINEER. A stockpile of "cold mix" asphalt concrete shall be kept at the project site. There shall be no exception to this requirement.

Public ingress-egress to all streets including driveway access for residences and businesses shall be maintained at all times.

Where necessary, the CONTRACTOR shall place ramps, temporary driveways or steel plates.

Work will not be permitted on Sundays. The CONTRACTOR must submit an application for Saturday work at least 7 (seven) days in advance of the Saturday in question. Overtime expenses will be charged to the CONTRACTOR for approved Saturday work.

Before the CONTRACTOR commences work, he shall discuss with the ENGINEER his proposal for controlling access during the work.

All costs to the CONTRACTOR for complying with the provisions of this section shall be included in various bid items and no separate payment will be made.

2-15.2 PUBLIC SAFETY - The CONTRACTOR shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with the provisions of these and all other applicable laws, ordinances and regulations.

2-15.3 TRAFFIC CONTROL - The CONTRACTOR shall be solely and completely responsible for furnishing, installing and maintaining all warning signs and devices, necessary to safeguard the general public and the work, and to provide for the proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. All traffic control devices left in use over-night shall be illuminated. Arrow boards will be required for lane closures. The CONTRACTOR shall submit a plan showing traffic control measures and/or detours for vehicles and pedestrians affected by the construction to the ENGINEER for review and approval. This plan shall be submitted a minimum of five (5) working days prior to the start of work within the street right-of-way. The CONTRACTOR will not be allowed to begin work until an approved plan is on file with the ENGINEER. Approval by the ENGINEER shall in no way relieve the CONTRACTOR from always maintaining proper controls.

2-16 STORAGE OF EQUIPMENT AND MATERIALS - Construction equipment shall not be stored in streets, roads or highways without obtaining the approval of the ENGINEER, and then not for more than five (5) days after unloading. All materials or equipment not installed or used in the construction within five (5) days after unloading shall be stored elsewhere by the CONTRACTOR at his expense unless he is authorized additional storage time. Construction equipment shall not be stored at the work site before its actual use on the work and not for more than five (5) days after it is no longer needed on the work. Time necessary for repair or assembly of equipment may be authorized by the ENGINEER.

2-16.1 STOCKPILE SITES - Any sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way in a location identified by the ENGINEER. Arrangements for these sites shall be the responsibility of the CONTRACTOR. If on private property, a written agreement with the Owner shall be provided to the ENGINEER prior to commencing operations.

2-17 GENERAL PROVISIONS - The specification of any action or remedy that may be taken by the OWNER or the ENGINEER pursuant to the terms hereof for the failure of the CONTRACTOR to perform this Contract or for the breach hereof or for indemnity shall not be the exclusive action or remedy of the OWNER or the ENGINEER, but shall be cumulative with all other actions, rights, and remedies contained herein

2-18 CLEAN AIR ACT OF 1970 ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACTS AS AMENDED BY THE CLEAN WATER ACT OF 1977 - CONTRACTOR agrees to comply with Federal clean air and water standards during the performance of this Contract. The CONTRACTOR shall provide a Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) plan as is applicable for the project and shall be prepared and submitted for approval prior to the start of the work. The plan shall be prepared by an authorized QSD and approved by the CITY ENGINEER.

The Contractor shall coordinate with the City of Madera and file a Notice of Intent (NOI) to comply with associated construction activity of this project with the State Water Resources Control Board, and shall pay the fees required. The CONTRACTOR and SUBCONTRACTORS shall be regulated by the general construction permitting. The City's Storm Water Pollution Prevention Plan (SWPPP) is on file at the office of the City ENGINEER.

Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work for compliance with this special condition shall be included in the Contract BID ITEM price or within the various BID items and no additional compensation will be allowed therefore..

2-19 AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

2-20 HAZARDOUS MATERIAL AND CHANGED CONDITIONS

A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the ENGINEER, in writing, of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be moved to a Class I, Class II, or Class Ill disposal site in accordance with provision of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. The ENGINEER shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. In the event that a dispute arises between the ENGINEER and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR'S cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

2-21 ACCESS TO PROPERTY - Pedestrians and vehicular access to properties shall be provided and maintained at all times. Exceptions include during the actual placing of concrete or, for very short periods, during paving operations. Access shall be safe and reasonable for pedestrians and for motor vehicles used by property owners and emergency vehicles (fire, police, and ambulance). The ENGINEER will make the sole determination of what is safe and reasonable.

2-22 HOURS OF LABOR - The CONTRACTOR shall forfeit, as penalty to the OWNER, the sum of twenty-five ($25.00) for each laborer, worker, mechanic, and any subcontractor under him for each calendar day during which such laborer, worker, mechanic or subcontractor is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the CONTRACTOR with reasonable notice and written permission of the ENGINEER. 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 City holidays, except such work as is necessary for the proper care and protection of the work already performed, or in case of an emergency.

City holidays shall be defined as those holidays annually observed by the City. These are: New Years Day, Martin Luther King's Birthday, President's Day, Good Friday (4hrs), Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Winter Holiday (4hrs) and Christmas Day, (a total of 13 days). City staff shall not work on City recognized Holidays unless the Contractor agrees to cover the cost of staff time.

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 the ENGINEER shall deduct such charges from payment due the CONTRACTOR.

2-23 DUST CONTROL - CONTRACTOR shall prepare and provide a dust control plan in accordance with San Joaquin Valley Unified Air Pollution Control District requirements. Said plan shall be approved prior to start of construction. All cost for preparing said plan and acquiring approval shall be included in CONTRACTOR's bid. Dust control requirements shall be included in all construction contract specifications. These construction contract specifications shall include the following San Joaquin Valley Unified Air Pollution Control District's Regulation VIII, Rule 8020 fugitive dust mitigation requirements for the control of fine particulate matter (PMIO) from construction activities:

"All disturbed areas of a construction site, including storage piles of fill dirt and other bulk materials, which are not being actively utilized for construction purposes for a period of seven calendar days or more, shall be stabilized using one or more of the following approved soil stabilization methods to effectively limit visible dust emissions. Where soil moisture or natural crusting is sufficient to limit visible dust emission, no action is required. Disturbed areas shall be stabilized for the duration of the construction activity or until construction work resumes on the inactive disturbed area.

a. Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions; or
b. Where a chemical dust stabilizer or suppressant, watering shall be applied to effectively limit visible dust emission; or
c. Where planting of trees and vegetative ground cover is utilized, vegetation shall be planted in sufficient density and watered with sufficient frequency to effectively stabilize the disturbed area and limit visible dust emissions.

All operations shall effectively limit visible dust emissions from on-site unpaved roads and off-site unpaved access roads using one or more of the following stabilization methods. Road stabilization shall be maintained for the duration of the activity. Where soil moisture is sufficient to meet this requirement, no action is required.

a. Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions.
b. Where a chemical dust stabilizer or suppressant is used, the stabilizer or suppressant shall be applied to effectively limit visible dust emissions.

No person shall undertake any land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill operations, or demolition activities, without utilizing appropriate dust control measures during the land preparation, demolition, excavation or extraction. Appropriate dust control measures may consist of the effective application of water or pre-soaking.

All operations shall limit track-out and expeditiously remove the accumulation of mud or dirt from public paved roads, including shoulders, adjacent to the site. Removal activities must comply with local requirements and procedures.

In addition to restrictions imposed by local agencies, the use of dry rotary brushes for removal of deposited mud/dirt carryout from a paved road shall be prohibited, except where preceded or

accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices for removal of deposited mud/dirt carryout from subject paved roads shall be prohibited."

2-24 NOISE CONTROL - Noise generating construction equipment activities shall be limited to 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays. No noise generating construction activities shall be permitted on Sundays and holidays.

All construction equipment shall be maintained according to manufacturers' specifications and noise generating construction equipment shall be equipped with mufflers.

2-25 CLEAN-UP - The CONTRACTOR shall clean up the job site prior to acceptance of the WORK. All dirt, spoil, and debris of any nature shall be removed and the entire site shall present a clean, workmanlike appearance. Any damage to paint work caused from spillage or splattering, or from prime coating, paving or seal coating operations shall be corrected. All areas such as man-ways, gutters, and intersections shall have the surfacing mix removed as specified by the ENGINEER. The CONTRACTOR shall remove, on a daily basis, any debris associated with the performance of the WORK.

2-26 SPREADING EQUIPMENT - Except as herein specified, pavers shall be capable of spreading and finishing asphalt concrete true to line, grade and crown as required in State Standard Specification, Section 39.

- Pavers shall be equipped with quick and efficient steering devices and shall have reverse as well as forward travelling speeds;
- Pavers shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with distributing screws of the reversing type to place the mixture uniformly in front of the screed;
- The screed shall be equipped with a controlled heating device for use when required. The screed shall strike off the mix to the depth and cross section specified without the aid of manual adjustments during operations;
- Particular attention shall be directed to the setting, clearance and wear condition of the tamper bar on paver screeds so equipped.

2-27 24-HOUR CUSTOMER ACCESS - Service Provider must respond to calls from customers or the City concerning leaks, loss of service and other problems associated with installations on a 24-hour per day basis. Service Provider must respond within one (1) hour of receiving the call and mobilize to correct any problems within three (3) hours of receiving the call.

SECTION 3

CITY OF MADERA

STANDARD SPECIFICATIONS AND PLANS

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 3

STANDARD SPECIFICATIONS AND PLANS

The Standard Specifications and Standard Drawings are available online at https://www.madera.gov/home/departments/engineering/standard-drawings/
These online specifications and drawings are the most current, approved issue and shall be incorporated where applicable

The following indicated provisions of the City of Madera's Standard Specifications, dated April 2005, are hereby referred to and incorporated herein as though set forth in full.

STANDARD SPECIFICATIONS

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

STANDARD PLANS

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

PLAN NUMBER	TITLE
SD-2G	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
SD-2H	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
ST-1	CONCRETE VALLEY GUTTER
ST-2	RESIDENTIAL STREET
ST-3	RESIDENTIAL ACCESS STREET
ST-4	COLLECTOR STREET WITH TWO WAY LEFT TURN LANE
ST-5	ARTERIAL STREET
ST-6	FRONTAGE STREET
ST-7	CONCRETE VALLEY GUTTER IN ALLEYWAYS
ST-8	COMMERCIAL AND RESIDENTIAL CONCRETE ALLEY APPROACH
ST-9	STRUCTURAL SECTION FOR RESIDENTIAL BOUNDARY STREET
ST-10	STRUCTURAL SECTION FOR COLLECTOR BOUNDARY STREET
ST-11	CUL-DE-SAC DETAIL (DEAD END ROAD)
ST-12	TYPICAL CURB AND CURB & GUTTER
ST-13A	SIDEWALK AND APPROACH DETAIL – 1
ST-13B	SIDEWALK AND APPROACH DETAIL – 2
ST-14	SIDEWALK AND APPROACH DETAIL – 3
ST-15	NEW DRIVEWAY WITH EXISTING GUTTER
ST-15A	NEW ADA DRIVEWAY WITH EXISTING GUTTER DRIVEWAY
St-16A	MINIMUM FACE OF CURB RADIUS
ST-16	CURB ACCESS RAMP
ST-17	SIDEWALK CHANNEL DRAIN NEW OR EXISTING
ST-18	STORM WATER INLET
ST-19	UTILITY LOCATION IN STREET AREA
ST-20	LED STREET LIGHT INSTALLATION
ST-21	STREET LIGHT POLE NUMBERING
ST-22	STREET LIGHT CONCRETE PULL BOX
ST-23	STREET LIGHT CONNECTION DIAGRAM
ST-24	SPECIFICATIONS STREET LIGHT INSTALLATION
ST-25	STREET NAME SIGN, STOP SIGN, AND SIGN POST ASSEMBLY
ST-26	STREET NAME SIGN
ST-27	GUARD PANEL
ST-28	PROTECTION POST
ST-29	STREET EXCAVATION, BACKFILL & SURFACE RESTORATION
ST-30	DECORATIVE STREET LIGHTS DOWNTOWN PARKING DISTRICT ONLY
W-1	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-2	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-3	THRUST BLOCK BEARING AREA

PLAN NUMBER	TITLE
W-4	CAST IRON CAP FOR REPAIR OF A.C. PIPE
W-5	FIRE HYDRANT INSTALLATION WITH PROTECTOR POSTS
W-6	FIRE HYDRANT PAVEMENT MARKERS
W-7	REPLACEMENT OF HOUSE SEWER CROSSING WATER MAIN
W-8	VALVE WELL & COVER
W-9A	1” WATER SERVICE CONNECTION WITH METER
W-9B	WATER SERVICE CONNECTION & METER BOX INSTALLATION
W-10	1½”, 2” SERVICE CONNECTION & METER BOX INSTALLATION
W-11	WATER SAMPLING STATION
W-13	NEW WATER MAIN CONNECTION
W-14	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY
W-15	REDUCED PRESSURE PRINCIPLE FIRE SPRINKLER SYSTEM CLASS III, IV & V
W-15B	TYPICAL ENCLOSURE BACKFLOW PREVENTION DEVICE
W-16	DOUBLE CHECK DETECTOR ASSEMBLY (DCDA) BACKFLOW PREVENTER CLASS 1-11
W-17	WATER WELL DESTRUCTION
W-18	AIR VACUUM AND RELEASE VALVE
W-19	DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY
W-20	CONSTRUCTION WATER SOURCE
W-21	PRESSURE VACUUM BREAKER
W-22	INSTALLATION REQUIREMENTS FOR AN APPROVED AIR GAP SEPARATION
W-23	MONITORING WELL MANHOLE CONSTRUCTION DETAIL
W-24	COMPOUND METER SETTING WITH BY-PASS
W-26	FIRE HYDRANT INSTALLATION
W-27	GUARD POST DETAILS
W-28	BLOW-OFF ASSEMBLY TYPE B
W-29	AQUAGRIP GATE VALVE

SECTION 4
DESCRIPTION OF BID ITEMS

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 4

BID ITEM DESCRIPTIONS

4-1 MEASUREMENT OF QUANTITIES

Unless otherwise specified, quantities of work shall be determined from field measurements by the Engineer in accordance with Section 9 of the State Standard Specifications.

1. Measurement by volume will be the cubic dimension listed or indicated in the Bid Schedules. Method of volume measurement will be as determined or directed by the Engineer. Measurement by area will be by the square dimension listed or Indicated in the BID SCHEDULE. Method of square measurement will be as determined or directed by the Engineer. Linear measurement will be by the linear dimension listed or indicated in the Bid Schedules. Method of linear measurement will be as determined or directed by the Engineer. Generally, items, components, or work to be measured will be measured at the centerline of the item in place.
2. Lump sum measurement will be for the entire item, unit work, structure, or combination thereof, as listed or indicated in the BID SCHEDULE. No extra payments shall be made for parts of lump sum items.

4-2 CONTRACT PAYMENTS

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

1. Full compensation for all expenses involved in conforming to the requirements for measuring materials or work shall be considered as included in the unit or lump sum prices paid for the materials and work being measured, and no additional compensation will be permitted.
2. Full compensation for an item of work for which no measure or payment is specified will be considered to be included in the applicable related item of work in the Bid Schedules or incidental to the Contract.

BID ITEM DESCRIPTIONS

4-3 BID ITEM (BID SCHEDULE A & B) – MOBILIZATION, BONDS, INSURANCE & PERMITS

This item shall conform to the California Public Contract Code 10104 and be paid per California Public Contract Code 10264.

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

This item shall be bid on a lump sum basis and shall include cost of mobilization, demobilization, necessary bonds, insurance, permits, licenses, and fees required during the performance of the work. The Contractor’s lump sum bid for bid item 1 shall not exceed the following limits:

- **Schedule A** - **$75,000**
- **Schedule B - $130,000**

Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should actual cost exceed this amount

4-4 BID ITEM (BID SCHEDULE A & B) - TRAFFIC CONTROL, SIGNAGE AND DETOURS

This is a lump sum bid item for “Traffic Control, Signage and Detours”. This item shall provide traffic control, signage and detours as may be required for the project as a whole and inclusive of approved detours. “Traffic Control, Signage and Detours” Shall be Subject to the plans, specifications, MUTCD (latest edition) compliance and Caltrans specifications.

“Traffic Control, Signage, and Detours” shall consist of constructing, maintaining and removing temporary detours; establishing, maintaining and discontinuing temporary alternate route detours; providing and maintaining traffic control; providing access to properties in the vicinity of the work; and providing for the convenience and safety of the public and public traffic, as necessary for construction, in conformance with the provisions in the Specifications, and as directed by the Engineer.

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

4-5 BID ITEM (BID SCHEDULE A & B) - DUST CONTROL & WATER POLLUTION CONTROL PLAN (WPCP)

This is a lump sum bid item for “Water Pollution Control Plan (WPCP) and Dust Control Plan” shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPC) and State Water Resources Control Board (SWRCB), in accordance with the project plans and specifications, City Standard Drawings, City Standard Specifications, Section 5 of these project specifications and as directed by the Engineer.

The Contractor shall prepare and provide a dust control plan in accordance with SJVAPC requirements. Said plan shall be approved prior to start of construction. Dust control shall be accomplished by maintaining affected City streets in a swept condition, approved street sweepers shall be in use at all times of construction. A water truck with adequate water and dispensing equipment shall be provided and shall remain on the project throughout the construction of project. Track-out shall also be controlled from the project site. Failure to provide street sweeping shall be cause for City to hire others or use its own forces to provide the dust control and deduct such costs from this item.

"Dust Control & Water Pollution Control Plan (WPCP)" shall also consist of reducing visible dust emissions (VDEs) and eliminating dust-related nuisances from or within the construction site.

The contract lump sum price paid for "Dust Control & Water Pollution Control Plan (WPCP)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Dust Control & Water Pollution Control Plan (WPCP)" including preparation by a Qualified Engineer, and implementation as required by permitting agencies, and as directed by the Engineer and no additional payment will be made therefore.

4-6 BID ITEM (BID SCHEDULE A & B) – CLEARING & GRUBBING, DEMOLITION REMOVAL AND DISPOSAL

This is a lump sum bid item for "Clearing and Grubbing, Demolition, Removal and Disposal" in accordance with the Plans and Specifications, Section 10 "Clearing and Grubbing" of the City Standard Specifications, City Standard Drawings, and the special provisions and as directed by the Engineer.

Where no joint exist between concrete to be removed and concrete to remain in place, the concrete shall be saw-cut in a neat, true line to a minimum of 0.17 foot or two (2) inches before concrete is removed. The location of cut lines will be determined by the Engineer.

All saw cutting, demolition, removal, and disposal of existing curb ramps shall be included in this bid item.

All materials removed shall be lawfully disposed of by the Contractor from the project site to an approved location designated by the City. The Contractor shall endeavor to recycle material as may be required by local, State and Federal requirements. **See Section 1-47 "RECYCLING" of the General Conditions for recycling requirements.**

The contract lump sum price paid for "Clearing and Grubbing" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in "Clearing and Grubbing including protection of adjacent improvements, removal and disposal of existing concrete improvements, soil, concrete curb and gutter, asphalt materials, brick materials, vegetation, excavation, backfill, compaction, and grading, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Engineer and no additional payment will be made therefore.

4-7 BID ITEM (BID SCHEDULE A & B) – GRIND AND REMOVE 3'' OF ASPHALT CONCRETE

The contract unit price bid per square yard for grind and remove existing asphalt concrete at the locations and to the dimensions shown on the plans. The bid price shall include all labor, material, equipment and incidentals necessary to complete grind and removal of existing asphalt concrete.

Grindings shall be delivered to Talley Oil Sand and Gravel at 12483 Road 29, Madera, California, by the Contractor, as directed by the Engineer and shall be placed in a safe manner to avoid contamination with other stored materials.

Any separation of existing asphalt concrete from the existing base that may result from grinding work shall be replaced with a minimum of 3 inches of asphalt concrete type A over a compacted base with a 95% relative compaction, and payment for this repair work shall be considered as included in the bid item for Type A ½" Asphalt Concrete and no additional payment will be made therefore.

Full compensation for all expenses involved in grind and remove existing asphalt concrete including removal of existing asphalt concrete pavement shall be considered as included in the unit price paid per square yard, and no additional compensation will be allowed.

4-8 BID ITEM (BID SCHEDULE A & B) – TYPE A, ½" ASPHALT CONCRETE

This is a unit price bid item, per ton, for "Asphalt Concrete Pavement (Type A ½")," and for all Pavement in accordance with the project plans and specifications, City Standard Drawings, City Standard Specifications, Section 5 of these project specifications and as directed by the Engineer.

"Asphalt Concrete Pavement (Type A ½")" shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, and spreading and compacting the mixture.

Streets to be paved shall not be scheduled on garbage pick-up days.

Full Compensation for all expenses involved in the application of fog seal where applicable, shall include compensation for furnishing all labor, materials, tools, and equipment for installing the fog seal coat, and no additional compensation will be permitted.

The contract unit price paid per ton for "Asphalt Concrete Pavement (Type A ½")," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved complete in place, including asphalt binder, prime coat, paint binder (tack coat), spreading, compacting, in conformance with the provisions in the Specifications, and as directed by the Engineer are included in this bid item.

4-9 BID ITEM (BID SCHEDULE A & B) – MICRO-SURFACING TYPE II

The contract unit price bid per square yard for Micro-Surfacing Type II shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work, as shown on the project plans and as directed by the Engineer.

Micro-surfacing includes applying a mixture of asphalt emulsion, water, additives, mineral filler, and aggregate spread on pavement. Micro-surfacing shall be applied at designated areas shown on the plans and shall be in accordance with Section 37-3, “Slurry Seal and Micro-Surfacing”, of the State Standard Specifications, Section 5.11 “Street Surface Preparation” and Section 5.12 “Micro-Surfacing Type II or III”, of the Special Provisions - Technical. Area shown on plans shall receive Micro-surfacing Type II in accordance with this specifications, and as directed by the Engineer.

Micro-surfacing emulsion must be a homogeneous mixture of asphalt, polymer, and emulsifier solution in conformance with Section 37-3.03B(2) , “Micro-surfacing Emulsion”, of the State Standard Specifications.

Mineral filler for micro-surfacing shall be Portland Cement, hydrated lime, limestone dust, fly ash or other approved filler meeting requirements of ASTM D 242.

4-10 BID ITEM (BID SCHEDULE A & B) – MICRO-SURFACING TYPE III

The contract unit price bid per square yard for Micro-Surfacing Type III shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work, as shown on the project plans and as directed by the Engineer.

Micro-surfacing includes applying a mixture of asphalt emulsion, water, additives, mineral filler, and aggregate spread on pavement. Micro-surfacing shall be applied at designated areas shown on the plans and shall be in accordance with Section 37-3, “Slurry Seal and Micro-Surfacing”, of the State Standard Specifications, Section 5.11 “Street Surface Preparation” and Section 5.12 “Micro-Surfacing Type II or III”, of the Special Provisions - Technical. Area shown on plans shall receive Micro-surfacing Type III in accordance with this specifications, and as directed by the Engineer.

Micro-surfacing emulsion must be a homogeneous mixture of asphalt, polymer, and emulsifier solution in conformance with Section 37-3.03B(2), “Micro-surfacing Emulsion”, of the State Standard Specifications.

Mineral filler for micro-surfacing shall be Portland Cement, hydrated lime, limestone dust, fly ash or other approved filler meeting requirements of ASTM D 242.

4-11 BID ITEM (BID SCHEDULE A & B) – SURFACE PREPARATION, CRACK SEALING & SWEEPING

The lump sum contract unit price for this bid item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for Surface Preparation, Crack Sealing & Sweeping and shall be completed to the satisfaction of the Engineer.

This item consists of Surface Preparation, Crack Sealing & Sweeping all streets within the project limits.
Crack Sealing shall be applied in accordance with Section 37-5, “Crack Treatment”, Section 37-5.02, “Materials”, of the state standard specifications crack treatment material shall be in accordance with section 37-5.02 “Materials”, of the state of the State Standard Specifications, this Technical Provisions, and as directed by the Engineer, with the exception of Section 37-5.04, “Payment”. Crack sealant shall be applied hot. No cold crack sealant will be allowed.

Crack Sealing:

- Vegetation and debris shall be removed from cracks
- Crack Sealing shall be completed for all cracks greater than 1/4 of an inch in width prior to surface preparation for proposed treatment
- Cracks shall be blown clean of all existing material and dried-off utilizing a high pressure air nozzle of at least 90 psi.to a depth of 1 inch, and as directed by the Engineer
- Crack treatment shall be hot-applied (hot pour rubber products not allowed)
- Cracks shall be flush filled with the existing pavement
- Cracks at existing AC paving and concrete gutter shall be sealed
- Crack sealing shall be squeegeed flush to the surface of existing pavement

Contractor shall provide and maintain adequate traffic control to allow curing of crack sealant to prevent tracking.

4-12 BID ITEM (BID SCHEDULE A & B) – ADJUST WATER VALVE COVERS USING WATER VALVE RISERS

This item is bid per each adjusting water valves using ring water valve risers as shown on the plans. The unit price bid shall include payment for furnishing all labor, materials, tools, and equipment for adjusting the frame and cover of the existing storm and sanitary sewer manhole covers to finish paving grade with ring risers per City Standard Drawing W-8.

4-13 BID ITEM (BID SCHEDULE A & B) – ADJUST STORM/SANITARY SEWER MANHOLE TO GRADE/REPLACE CONCRETE COLLAR

This item is bid per each and shall conform to the provision of Section 17 of the City Standard Specifications and Section 15 " Existing Facilities " of the State Standard Specification. The unit bid price shall include payment for furnishing all labor, materials, tools, and equipment for adjusting the frame and cover of the existing storm and sanitary sewer manhole covers to finish paving grade and grade rings, concrete collar, and asphalt concrete surfacing per City Standard Drawing S-1 and S-2.

4-14 BID ITEM (BID SCHEDULE A & B) – REPLACE & REMOVE PAVEMENT STRIPING & MARKINGS

The lump sum contract unit price for this bid item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to replace all existing lane striping, turn pockets, crosswalks, stop bars, turn arrows, existing pavement markings, and markers. The new striping shall be in conformance with the Provisions in Section 84 of the State Standard Specifications, Section 28 of the City Standard Specifications, and as directed by the Engineer.

Contractor is responsible for documenting and surveying existing striping and marking locations prior to beginning work. All striping and markings removed and covered with new asphalt concrete and surface seals shall be replaced at the original location or as directed by the Engineer.

Included in this bid item is removal of striping, pavement markings and pavement markers as required for pavement treatment or as required when existing striping and markings conflict with striping and markings as shown in the plans. Existing markings may include thermoplastic. Contractor is responsible for determining existing conditions prior to bidding.

All pavement striping shall be applied using waterborne paint, except crosswalks, stop bars, and pavement markings, which shall be installed using thermoplastic material in accordance with the Standard Specification.

Striping first coat shall be done 7 to 10 days after installation of new asphalt concrete or surface treatment is placed followed by the second coat 5 days thereafter. Included in this bid item is temporary striping as necessary for traffic operations and as directed by the Engineer.

The contract lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved, complete in place, reflective MUTCD signs, removing existing signs, furnishing and installing new sign posts, removing existing sign and posts and delivering them to the Public Works yard, removal of existing stripes and markings, surface preparation (including sweeping before and after striping and marking work), water based paint, glass beads, raised pavement markers, thermoplastic pavement markings and striping as noted on the plans, installing and furnishing new striping as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4-15 BID ITEM (BID SCHEDULE A & B) – TRAFFIC LOOP DETECTOR

This is a unit price bid per each for furnishing and installing traffic loop detectors at the locations as shown on the Plans and as directed by the Engineer. The work shall be completed in accordance with the City Standard Specification, State Standard Specification.

Wet utilities cover adjustments shall be completed prior to the installation or replacement of detector loops if applicable

The item shall involve, but not limited to, all applicable work including saw cutting, excavation, potholes, backfilling, compaction, furnishing and installation of sensor units, control units, amplifiers, conductors, conduits, tubing, wiring, cables, identification cable ties, sealants, permanent patching and resurfacing, connection to traffic control panel(s), coordination with Public Works, Submittals, testing and all work associated with this item.

4-16 BID ITEM (BID SCHEDULE A & B) – CONSTRUCT ADA CONCRETE CURB RAMPS WITH TRUNCATED DOMES (6-SACK)

This is unit price bid item per square feet "Concrete Curb Ramps with Truncated Domes (6 Sack)," in accordance with the project plans and specifications, City Standard Drawings, City Standard Specifications, Section 5-22 of these project specifications, Americans with Disabilities Act (ADA) requirements, and as directed by the Engineer. Truncated domes shall be wet set and bolt.

This contract item shall include curb and gutter and retaining curbs as noted on the limits of curb ramps in the Project Plans.

Demolition, removal and disposal of existing curb ramp are paid for separately under the designated clearing & grubbing, demolition, removal and disposal bid item.

The contract unit price paid per square feet "Concrete Curb Ramp with Truncated Domes (6 Sack)." shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved complete in place, including saw cutting, excavation, preparation and compaction of subgrade, doweling into existing concrete, installation of truncated domes, curb & gutter, construction for standard concrete (6 sack), forming, joint construction, finishing, curing and testing, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4-17 BID ITEM (BID SCHEDULE A & B) – ASPHALT CONCRETE PLUG

This is a unit price bid item, per square foot, for "Asphalt Plug." Reference is made to Subsection 5.17, "Asphalt Concrete," of these Special Provisions – Technical, and Section 13, "Asphalt Concrete Pavement," of the Standard Specifications.

“Asphalt Plug” shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, and hauling, spreading, and compacting the mixture in place as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

The contract unit price paid per square foot for “Asphalt Plug” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved, complete in place, including asphalt binder, paint binder (tack coat), hauling, spreading, compaction, and testing, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4-18 BID ITEM (BID SCHEDULE A & B) – BLUE FIRE HYDRANT MARKER (TYPE BB)

This is a unit price bid item, per each, for “Blue Fire Hydrant Marker (Type BB)” in accordance with the project plans and specifications, applicable City Standard Specifications, the State Standard Specifications, and as directed by the Engineer.

This work shall consist of furnishing and installing blue reflective pavement markers (Type BB) at fire hydrant locations in accordance with the Plans and City Standard Detail W-6. The work shall include locating the markers, surface preparation, furnishing all marker materials and adhesives, installation, protection of the completed work, and all incidental work necessary to complete the installation.

The contract unit price paid per each for “Blue Fire Hydrant Marker (Type BB)” shall include full compensation for furnishing all labor, materials, tools, equipment, adhesives, and incidentals, for surface preparation, furnishing and installing blue pavement markers, cleanup, and for doing all the work involved complete in place, as shown on the Plans, in conformance with the Specifications, and as directed by the Engineer.

4-19 BID ITEM (BID SCHEDULE A & B) – DIGOUT SURFACE 5’’DEPTH

This is a unit price bid item, , per square yard , for “Digout Surface to 5’’ Depth, in accordance with the project plans and specification, City Standard Specification, State Standard Specification, Section 5 of these project specification and as directed by the Engineer.

This bid item includes sawcutting existing pavement, excavation, and removal of existing asphalt concrete pavement underlaying base material to a depth of 5 inches as shown on the plans, lawful disposal of removed materials, preparation and compaction of the exposed subgrade, moisture conditioning, proof rolling, and all incidental work necessary to prepare the area for subsequent paving operations.

Asphalt Concrete material, tack coat, compaction of AC are paid for separately under the designated asphalt concrete type A ½ ’’ bid item

The contract unit price paid per square foot for Digout Surface 5’’ Depth shall include full compensation for furnishing all labor, tools, equipment, materials, lawful disposal, testing, and all incidentals necessary for doing all the work involved in completing the excavation and subgrade preparation in place, in conformance with the provisions in the Specifications, and as directed by the Engineer are included in this bid item.

4-20 BID ITEM (BID SCHEDULE A & B) – MISCELLANEOUS FACILITIES AND OPERATIONS

This is a lump sum bid item for Miscellaneous Facilities and Operations shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals as required to complete the work shown on the plans and specified herein. The Contractor's lump sum bid for this bid item shall not exceed **$25,000** on Schedule A & **$25,000** on Schedule B.

This item includes, but is not necessarily limited to, the following items:

1. Construction Project Funding Signs (Appendix G): installing and maintaining fundings signs prior to the commencement of construction and throughout the duration of the project. Work should include furnishing all project signs, mounting hardware, labor, equipment, and all associated work for installation. A minimum of two (2) signs shall be installed per site location active construction.
2. Construction Surveying
3. Necessary trimming of trees and bushes affected by construction equipment.
4. Covering of existing manholes and gate valves as directed by the Engineer
5. Connection to a City fire hydrant for construction water.
6. Dewatering/Erosion Control and Controlling runoff to City Drainage System.
7. Maintaining access to businesses and/or residences affected by the work. This shall include ramping drive approach or driveway entrances as necessary and to the satisfaction of the City Engineer. A penalty of $25 per day per approach shall be assessed for each driveway approach or driveway entrance that is not properly ramped to allow appropriate access.
8. Written notices to affected business and residents.
9. Avoidance of garbage pickup day/check schedules (Appendix A)
10. Coordination for Madera Transit Bus stop locations
11. Coordination for MUSD school bus stop locations
12. No parking signs as required for the project with the appropriate vehicle code
13. section(s) CVC 26651M and CVC 22654 for towing of parked vehicles.
14. Compliance with Caltrans Encroachment Permit and all associated costs.
15. Replacement of existing improvements and/or facilities damaged during construction.
16. Cleaning during construction and final Cleanup.
17. Salvage and reinstallation of City Street signs including new sign post if necessary.
18. Protect monuments in place or replace if necessary.

SECTION 5
SPECIAL PROVISIONS – GENERAL

5.01 CONSTRUCTION CONDITIONS

A. DESIGN ENGINEER

The words "Design Engineer" shall mean and refer to City of Madera, Engineering Department, 428 East Yosemite Avenue, Madera, CA 93638.

B. ARCHEOLOGICAL ARTIFACTS

Should the construction activities uncover items which may qualify as archeological artifacts, the Contractor shall cease construction at that location and immediately notify the Engineer.

C. CONTAINMENT AND TRANSPORTATION OF AGGREGATE MATERIAL

The Contractor shall refer to the provisions in Sections 23113, 23114, 23115 and 40,000.16 of the California Vehicle Code regarding containment and transportation of any aggregate material upon public roadways, which provisions are hereby incorporated into these Technical Specifications.

D. CONSTRUCTION SURVEYING

The Contractor shall provide construction surveying as required to setup and align median curbs, setting of equipment, electrical system and irrigation systems as directed by the Engineer and include all surveying cost in the various bid items.

E. FULL COMPENSATION INCLUDED IN BID AMOUNT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, water meters, tools, equipment, and incidentals necessary to the completed work for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until acceptance by the City and for all risks of every description connected with the prosecution of the work; also for the expenses incurred as consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of the obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits.

The contract prices paid for the work shall include full compensation for furnishing all labor, materials, tools, and equipment, and incidentals, for paying all related fees and expenses, and for doing all the work involved, complete in place, including work shown or specified for which specific contract items are not identified, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer. The Contractor shall proportionally distribute incidental costs associated with work for which specific contract items are not identified among the contract prices for the work for which specific contract items are identified, and no additional compensation will be allowed therefor.

F. PERMITS, LICENSES AND FEES

The Contractor shall secure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work under this contract. The Contractor shall undertake all efforts necessary to develop complete self satisfaction as to the provisions in the various permits and the submission of a bid on this project will be deemed conclusive evidence that the Contractor has done so.

Satisfactory evidence of obtaining the required permits shall be submitted to the Engineer prior to, and as a condition of, issuance of the "Notice to Proceed." The Contractor shall abide by the conditions of said permits and perform all work governed by said permits in conformance therewith and as directed by the Engineer.

Full compensation for all work necessary to obtain and comply with all required permits and licenses, including any and all related fees and expenses, shall be considered as included in the contract prices for the items of work for which the permits and licenses are required, and no additional compensation will be allowed therefor.

1. CITY OF MADERA BUSINESS LICENSE

The Contractor shall obtain a City of Madera Business License for work in City right-of-way, and pay any and all related expenses, except that no permit fee will be required for the City of Madera Street Work Permit.

Contact Information: City of Madera, Finance Department, 205 W. 4th Street, Madera, CA 93637, (559) 661-5408,businesslicense@madera.gov or

https://www.madera.gov/business-building-development/business-economic-development/business-licenses/

G. COMPLIANCE WITH SAFETY CODE

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site. This review does not relieve the Contractor of any duties, obligations and responsibilities for compliance with the safety codes nor does it place any responsibility upon the Engineer for the Contractor's compliance with all appropriate safety requirements. The Contractor shall comply with all applicable codes, including the regulations and safety orders of the California Department of Industrial Relations, 2550 Mariposa Street, Suite 4078, Fresno, California 93721, (559) 445-5302 https://www.dir.ca.gov/dwc/DWC_address/Fresno.html.

H. JOB SAFETY AND SPECIAL WORKER PROTECTION FROM TOXIC OR EXPLOSIVE GASES

The Contractor shall comply with the provisions in the Construction Safety Orders, Tunnel Safety Orders and General Safety Orders issued by the California Department of Industrial Relations, as well as all other applicable laws, ordinances and regulations.

In conformance with said Safety Orders, the Contractor shall protect workers from toxic or explosive gases by providing whatever testing equipment and other special equipment that may be needed to detect the presence of and to remove such toxic or explosive gases found to exist in any underground facilities involved in the work, whether these facilities are newly constructed or existing.

The above-named requirements of the California Department of Industrial Relations are minimum requirements. In addition, the Contractor shall provide, for the life of the contract, similar protection for any person, including the Engineer or any authorized representatives thereof, subcontractors, or any other person authorized or required to enter such underground facilities for inspection, repairs, or any other reason.

I. MINIMIZING NOISE IMPACTS OF CONSTRUCTION

The following measures shall be implemented by the Contractor to minimize noise impacts during construction:

The Contractor shall conduct all operations in conformance with the Noise Regulations in the Municipal Code of the City of Madera.

To minimize potential annoyance related to construction noise, advance notice of the proposed construction times shall be given to all residents and other occupants of structures along the route of the project. At least 5 working days notice shall be given to all residents, except that at least 2-weeks notice shall be given to noise-sensitive facilities, such as schools, churches, etc.

Noise generating activity shall be limited to the hours of 7:00 am to 7:00 pm, Monday through Friday. Construction activities shall occur only during daylight hours, unless special permission in writing is obtained from the Engineer. If nighttime construction is allowed at a location, advance scheduling information shall be provided nearby residents. Unnecessary noise, such as idling vehicles, shall not be allowed during nighttime construction.

Construction activities, except of an emergency or maintenance nature, shall not occur on Saturdays or Sundays.

All construction equipment shall be equipped with proper mufflers and other noise suppression devices, insofar as practicable.

None of the above shall be interpreted to allow construction at any time not in conformance with jurisdictional agencies' laws, rules or ordinances regulating allowable hours of work and allowable noise levels.

J. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Contract is subject to all terms and conditions of the OCCUPATIONAL SAFETY AND HEALTH ACT of 1970, the California Occupational Safety and Health Act and their present and future amendments.

The Contractor expressly assumes responsibility for compliance therewith and warrants that all materials, supplies and equipment provided or installed pursuant to this Contract, whether provided by the

Contractor, subcontractor, or a supplier, fully satisfy the requirements in said Acts. The Contractor shall, upon insertion in each contract with a subcontractor or supplier of a clause by which the subcontractor or supplier warrants such compliance, be relieved of responsibility by the subcontractor or supplier.

K. MAINTAINING DRAINAGE

The Contractor shall provide and maintain drainage for the existing street sections or other areas of work. Temporary provisions for drainage of any area during construction where existing drainage facilities have been damaged or altered as a result of the Contractor's operations shall be made by the Contractor as directed by the Engineer.

The Contractor shall be responsible for all damages to public or private property incurred due to failure to provide adequate drainage within and through the construction area or due to blockage of existing drainage facilities at or upstream from the area of work.

L. EXISTING UTILITIES

Reference is made to Section 5 of the Standard Specifications and these Special Provisions.

The Contractor shall notify Underground Service Alert (USA) by telephone, calling "811" at least 48 hours prior to the beginning of any excavation work, and request field marking of existing utility facilities in the work area.

M. SPECIAL REQUIREMENTS NEAR NATURAL GAS TRANSMISSION FACILITIES

Reference is made to Subsection 5.01L, "Existing Utilities," of the Special Condition - Technical

The Contractor shall notify PG&E no less than 48 hours in advance of performing work in the vicinity of natural gas transmission facilities, whether parallel or transverse to the proposed improvements. When required by PG&E, no work shall be done in the vicinity of natural gas transmission facilities unless a PG&E inspector is on hand at the site of the work.

If PG&E or the Engineer determines that temporary support or bracing of natural gas transmission facilities is necessary during construction, the Contractor shall provide such support or bracing, or shall make arrangements to have PG&E provide such support or bracing, as directed by the Engineer. The Contractor shall bear all costs and expenses associated with temporary support or bracing of existing natural gas transmission facilities and shall bear all costs and expenses associated with damage to existing natural gas transmission facilities resulting from the Contractor's operations.

N. COORDINATION WITH UTILITIES AND OTHER CONTRACTORS

The Contractor shall diligently coordinate construction operations with, and shall cooperate with, utility companies and agencies and other contractors conducting operations adjacent to or within the work area to prevent delays or hindrances to the work.

It is possible that utility work conducted by utility agencies or companies, or by contractors performing work under contract to them, may result in delays in the Contractor's operations, and may require non-continuous operations in the vicinity of utility work when continuous operations would otherwise have been possible. If, in the opinion of the Engineer, a delay is unavoidable and directly attributable to such utility work, a time extension will be granted to account for the delay. However, if the delay is due to the Contractor's failure to diligently coordinate construction operations with the utility work, in the opinion

of the Engineer, no time extension will be granted. The contractor shall not be entitled to compensation for reasonable delays for utility work.

O. COMPACTION TEST METHODS

Compaction testing of backfill, subgrade, aggregate base and asphaltic concrete shall be performed using State of California (Caltrans) Test Methods and Procedures.

P. COSTS RELATED TO COMPLIANCE WITH ADDITIONAL CONDITIONS

Full compensation for all work and expenses involved in compliance with the additional conditions contained in this section, including work attributable to delays, non-continuous operations and multiple move-ins required as a result of coordination with utilities and other contractors, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

5.02 DESCRIPTION AND ORDER OF WORK

The work in general consists of grinding deteriorated sections of asphalt concrete, paving with new asphalt concrete, crack sealing, application of microsurfacing type II and type III, adjustment of existing manhole/utility covers to final grade, reconstruct of ADA concrete curb ramps, replacement of loop detectors and replacing traffic pavement markings and striping.

5.03 MOBILIZATION

This work shall consist of the movement of personnel, equipment, supplies and incidentals to the project site, including any remobilization necessary because of the Contractor's construction schedule and/or sequencing, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

Progress payments for mobilization will be made as specified in Section 9-1.16 of the State Standard Specifications.

The total of all payments for mobilization shall not exceed the amount specified in the R-99 Bid Schedule A - $75,000 & R-79 Bid Schedule B - $100,000

5.04 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

A. GENERAL

1. Summary

This site is covered by the Construction General Permit issued by the State Water Resources Control Board (SWRCB) under the national Pollution Discharge Elimination System permit program of the Environmental Protection Agency. The Contractor shall be fully aware of the requirements under this Permit including the latest amendments. A full copy of the General Permit and most recent orders can be found at the State Water Resources Control Board website, at:

http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

It is anticipated this project will either be beneath the disturbed area threshold that requires the City obtain coverage through the Construction General Permit under the National Pollution Discharge Elimination System (NPDES) permit program of the Environmental Protection Agency (EPA) or eligible for an Erosivity Waiver. In these cases, a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) are not required to be filed with the California Stormwater Multiple Applications and Report Tracking System (SMARTS). It is the Contractor's responsibility to provide Water Pollution Control Plan (WPCP) developed by a Qualified SWPPP Developer (QSD) if the project does not require coverage through the Construction General Permit or is not eligible for an Erosivity Waiver.

The WPCP shall be developed in accordance with the guidelines for preparing a SWPCP contained in the Construction General Permit for submittal to and approval by the City. Submittal through SMARTS will not be required in this instance. Once approved, the Contractor is required to implement and maintain Best Management Practices (BMPs) in accordance with Construction General Perming and approved WPCP for the project duration. The City representative reserves the right to modify and request additional BMPs measures as deemed necessary. No additional reporting or document preparation will be required.

5.05 SJVAPCD REQUIREMENTS

The Contractor shall provide a Construction Notification Form 48 hours prior to start of project and commencing earthmoving activity in compliance with San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) requirements, and obtain the approval of, both the Engineer and SJVUAPCD.

Additional information for the submittal of Dust Control Plan and/or Emission Control Plan can be obtained at the following location:

San Joaquin Valley Air Pollution Control District
Central Region Office
1990 East Gettysburg Avenue
Fresno, CA 93726
Phone: (559) 230-5950
Fax: (559) 230-6062

The Contractor shall faithfully implement the plan during all work carried out under this contract.

5.06 DUST CONTROL

This work shall consist of providing and maintaining dust control about the site of the work, including any haul roads to or from the site, by whatever means are necessary, such as watering, sweeping or oiling, so as to cause the least possible dust nuisance to the public

The Contractor shall prepare a Dust Control Plan, in conformance with San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements, and shall submit the plan to, and obtain the approval of, both the Engineer and SJVAPCD. The Contractor shall faithfully implement the plan during all work carried out under this contract.

The Contractor shall comply with the Fugitive Dust rules as established by the SJVAPCD. Specifically: Rule Nos. 8010-Fugitive Dust Administrative Requirements; 8020-Dust Control requirements for Construction, Demolition, Excavation, and Extraction Activities; 8030-Dust Control Requirements for Handling and

Storage of Bulk Materials; 8070-Dust Control Requirements from Vehicle and/or Equipment Parking, Shipping, Receiving, Transfer, Fueling, and Service Areas.

The Contractor shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust. Their duties shall include non-working hours, holidays and weekend periods when work may not be in progress. The names and telephone numbers of such persons shall be provided to the Engineer.

The Contractor shall make his own arrangements for and shall provide himself with a satisfactory water supply. The Contractor shall furnish his own equipment for transporting and applying water. Such equipment shall meet the approval of the Engineer. Water trucks or sprinkler systems shall be used in sufficient quantities to prevent dust raised from leaving the site during clearing, grading, earth moving, excavation, or other activities.

During construction, water trucks or sprinkler systems shall be used to keep all active areas of construction and vehicle movement damp enough to prevent dust from being raised and leaving the site. As a minimum, this shall include wetting down such areas in the late morning and after work is completed for that day. Streets adjacent to the project site shall be swept at least once per day. The frequency of watering and street sweeping shall be increased if determined necessary by the Engineer.

A water truck shall be kept at the project site at all times during construction.

All material excavated or graded shall be sufficiently watered to prevent excessive dust release. Watering shall occur at least twice a day with complete coverage, preferably in the late morning and after work is done for the day. After each day's activities cease, the entire area of disturbed soil shall be sufficiently wet down to create a crust.

After clearing, grading, earthmoving, or excavation is completed in any area, the entire area of disturbed soil shall be treated to prevent the wind from picking up soil. This may be accomplished by: spreading soil binders; sufficiently wetting the area down to form a crust on the surface with repeated soakings, as necessary, to maintain the crust and prevent dust from being picked up by the wind; or other methods approved by the Engineer.

The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times.

All material transported offsite shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.

All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds greater than 20 mph average over one hour.

Onsite vehicle speeds on unpaved surfaces shall be limited to 15 mph.

All internal combustion engines shall be properly maintained and tuned according to manufacturers' specifications.

Any dust control measure ordered by the Engineer shall be promptly and immediately carried out.

If the Contractor fails to provide dust control measures as specified or ordered by the Engineer within a time period deemed reasonable by the Engineer, the Contractor shall pay to the City liquidated damages of fifty dollars ($50.00) for each half hour, or portion thereof, that elapses from the time the penalty is ordered into effect by the Engineer, until dust control measures as specified or ordered by the Engineer

are completely carried out and the dust nuisance is eliminated or prevented. The liquidated damages shall be deducted from monies due or to become due the Contractor.

In addition to the liquidated damages specified above, if conditions warrant, the Engineer may order City forces to eliminate or prevent the dust nuisance, or may order the work to be done by others. The full cost thereof, in addition to the liquidated damages specified above, shall be deducted from monies due or to become due the Contractor.

The contract lump sum price paid for dust control shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in dust control, as shown on the plans, in conformance with the provisions in the Contract Documents, and as directed by the Engineer.

5.07 STREET SWEEPING

Street sweeping shall be conducted with approved street sweeping equipment where sediment is tracked from the job site onto paved streets and street gutters in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and in accordance with Section 13-4.03F4, SC 7 in the Construction Site Best Management Practices Manual of the Caltrans Storm Water Quality Handbook and as directed by the Engineer.

The Contractor shall maintain at least one sweeper on the job site at all times during the period that sweeping work is required. Sweepers shall be self loading, motorized, and shall have spray nozzles and may include a vacuum apparatus. Street sweeping shall be performed so that dust is minimized. If dust generation is excessive or sediment pickup is ineffective as determined by the Engineer, the use of water or a vacuum will be required.

5.08 WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND

The Contractor shall comply with the provisions in the Construction Safety Orders, Tunnel Safety Orders, and General Safety Orders issued by the California Department of Industrial Relations, and shall comply with the provisions in the Federal Occupational Safety and Health Administration's regulations, as well as all other applicable laws, ordinances and regulations, as they pertain to the protection of workers from the hazard of caving ground.

In compliance with the provisions in Section 6705 of the Labor Code of the State of California, the Contractor shall obtain the approval and acceptance of the Engineer in advance of the excavation of any trench or trenches, jacking or receiving pits, or other pits, 5 feet or more in depth, of detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made by the Contractor for worker protection from the hazard of caving ground during the excavation of trenches and pits, and during any other period that workers may be exposed to such hazard. Where such plan varies from the shoring system standards established by the California Department of Industrial Relations, or, if other qualifying conditions exist as set forth in the Federal or State regulations (such as depth of excavation in excess of 20 feet), the plan shall be prepared by a Registered Civil or Structural Engineer.

The requirements of the California Department of Industrial Relations, and the Federal regulations for the provision of worker protection from the hazard of caving ground, and all other applicable laws, ordinances

and regulations, are minimum requirements. In addition, the Contractor shall provide, for the life of the Contract, the same protection for any person, including the Engineer or any of his authorized representatives, subcontractors, or any other person required to be exposed to such hazard in the performance of the work, inspection of the work, or for any other reason.

The Contractor shall provide, at his expense, protective measures as necessary for testing personnel and other inspectors during the excavation, pipe bedding, pipe installation, backfill and compaction processes. This shall consist of additional shielding, shoring, sloping, or other procedures as necessary to adequately protect said personnel and provide adequate working room during testing and inspection.

5.09 OBSTRUCTIONS

Attention is directed to Sections 5-1.36C “Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the State Standard Specifications and these Special Provisions.

Prior to the spreading of asphaltic emulsion and/or asphalt concrete surfacing, manhole covers, valve covers, survey monuments, and other underground utility facilities shall be covered with paper or other such material and shall be fully protected from damage or displacement unless otherwise directed by the Engineer.

The Contractor's attention is directed to the aerial utility lines which may interfere with the Contractor's operations. It is the Contractor's responsibility to ascertain the exact location of the facilities for minimum safe clearance distance. Moreover, the Contractor, if necessary, shall make arrangements with the utility companies to temporarily relocate their facilities and pay for the relocation to provide minimum safe clearance.

The aerial utility lines are under the jurisdiction of Pacific Gas and Electric Company, AT&T, and Comcast.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 20 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least 48 hours prior to performing any work in the vicinity of such facilities.

If such facilities are not located on the Plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities until the owner, or his representative, has located the facility by probing, or other means that will locate and identify the facility. Contractor shall assist in locating the facility by potholing, if this method is necessary. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or his representative, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.07, "Delays," of the State Standard Specifications, and not otherwise, except as provided in Section 5-1.36C "Non-Highway Facilities," of the State Standard Specifications.

In the event that the utility facilities mentioned above are not removed or relocated by the times specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by said times, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.07, "Delays," of the State Standard Specifications, and not otherwise, except as provided in Section 5-1.36C"Non-Highway Facilities," of the State Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract unit prices paid for the various contract items of work, and no separate payment will be made therefor.

5.10 GENERAL FOR SLURRY AND MICRO-SURFACING

All work, materials and methods of application shall be completed in accordance with these Special Provisions–Technical Specifications, applicable City of Madera Standard Specifications and CALTRANS Standard Plans and Specifications. Should the Plans, Specifications, Special Provisions or Standards Details appear in conflict or not specifically direct with the item in question, the Contractor shall refer to the City Engineer whose determination will be final.

SCOPE OF WORK

The work shall consist of furnishing all necessary labor, materials and equipment Micro-Surfacing Type II or III application treatment. The Type II or III Micro-Surfacing applications is defined as MSE (Micro Surfacing Emulsion) and aggregate as specified.

The work shall be done in the following order:

1. Prepare the pavement surface by removing vegetation, removing pavement striping, markings, and stencils either paint or thermoplastic, repairing distressed areas, sweeping, as directed by the Engineer.

2. Clean the working area and install temporary pavement markings.

3. Crack Fill as specified.

4. Apply the Slurry/Micro at a specified rate and directed by the Engineer.

5. Roll Slurry/Micro using a minimum of two (2) pneumatic tire rollers.

6. Clean the working area. See note below.

7. All other such items and details specified shall be furnished, installed, and/or constructed.

NOTE: The Contractor is required to install temporary markers immediately on all streets before/ after the micro-surfacing for the safety of traffic. The exact time to be determined at and by the discretion of the Engineer, the Contractor will be responsible for installing all permanent striping and stenciling. The order of work shall be scheduled to minimize interruptions to traffic and business operations and shall be arranged with the City Engineer prior to starting work. Where the Contractor schedules work to be performed, he shall notify all business and property owners a minimum of 5 days prior to the start of said work.

STATEMENT OF QUALIFICATIONS

Experience - the Contractor shall have had a minimum of five (5) years' experience in the application of Chip/Cape Seals and Micro-Surfacing Slurry Seals. **Bidders shall provide a list of five (5) similar projects successfully completed for other State of California agencies including key personnel related experience (experience from prior employment prior to BIDDER qualifies). The list shall be provided with the Bid Proposal.**

CONSTRUCTION TIME

Application of oil, tack binder and/or slurry shall be applied within the time period of 7:00 AM to 5:00 PM, unless otherwise approved by the Engineer.

NOISE CONTROL

It is the contractor's responsibility to meet all ordinances regarding noise and noise control.

SAFETY REGULATIONS FOR WORKMEN

This contract is regulated by Title 29, Chapter 17, Part 1910 of the Federal Labor Code, the Williams-Steiger Occupational Safety and Health Act of 1970, additions to the Code and the California Industrial Safety Code. The Contractor's operations shall be governed by the most stringent of regulations embodied in the foregoing safety laws. The cost of measures taken by

the Contractor for compliance with said regulations shall be included in unit bid items of construction, and no additional payment will be made.

PROJECT LOCATION

The map located in Sheet No. 1 of the construction plans includes a location map and Sheet Index for project streets and define the work areas for this project. All questions regarding more accurate definition of work areas are to be directed to the Engineer.

INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms but not in complete detail, it is understood that only experienced workmanship and the best general practice is to prevail and that only materials of the first quality are to be used.

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference shall be held in accordance with these Specifications. Prior to the start of construction, a meeting shall be called by the Engineer with the Contractor, subcontractors, affected City Departments and interested agencies affected by the work, to discuss the proposed work. At that time the responsibilities of the contract parties, procedures for payments and changes, schedules, coordination of staking, inspection and testing, etc., will be discussed.

The contractor shall present a proposed construction schedule at this meeting. The schedule shall be in the form of tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting dates of various activities, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under this contract within the specified time and in accordance with these Special Provisions. The Contractor shall also furnish upon request, any and all material compliance certifications.

At this meeting, the Contractor shall also furnish to the Engineer an emergency availability list, to include name of persons, together with their addresses and home telephone numbers, who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

CONSTRUCTION SCHEDULE

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer his proposed construction schedule for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, procurement of materials, and scheduling of equipment. The construction schedule shall be consistent in all respects with the time and order of work requirements of the contract. If the Contractor desires to make a significant change in his method of operations after commencing construction, or if his schedule fails to reflect the actual progress, he shall submit to the Engineer a revised construction schedule in advance of beginning revised operations. **Schedule to not impact or interrupt garbage scheduled pickup under any circumstances**. It is preferred that construction schedule be submitted in Microsoft Projects 2010 format.

SUPERINTENDENCE & PERSONNEL

The Contractor, in his absence, shall be represented on the work by a competent superintendent, who, as well as the Contractor, shall be in charge of the work and shall be required to receive suggestions and instructions from the Engineer or the inspector and see them faithfully executed. It shall be the duty of the Contractor to insure that he provides for adequate supervision of the work when he is not himself present at the site of work. The contractor shall notify the Engineer of the name, address, and telephone number of such superintendent or foreman who is in charge of the work in the Contractor's absence.

If any subcontractor, workman, or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer, or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be removed from the work immediately upon notice by the Engineer and such person may not be employed again on the work.

All work shall be under general supervision and inspection of the City Engineer or the City Construction Inspector and any work done without the authority or presence of the Engineer or inspector will be subject to rejection.

EMERGENCY AVAILABILITY

The contractor shall furnish to the City, prior to the issuance of the "Notice to Proceed", a list of persons, together with their addresses and home telephone numbers who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

ORDER OF WORK

The order of work shall be scheduled to minimize interruptions to traffic and business operations and shall be arranged with the City Engineer prior to starting work. Where the Contractor schedules work to be performed, he shall notify all business and property owners **a minimum of 5 days** prior to the start of said work.

RESIDENT NOTIFICATION & POSTING

The Contractor shall also furnish a "Notice of Construction" to residents and businesses of the proposed work, street closures required and proposed traffic control during construction.

Notices for work will include the following: a general description of the sealing processes, problems associated with the staining of material by the asphalt, the date and approximate time that a particular street is to receive this treatment and a list of other streets included for that day, expected traffic delays, no parking requirements on the street, the possibility of towed cars, and the name, address and phone number of the contractor's superintendent and the City Engineering and Public Works Department so that residents may call to ask questions. The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated or applied with asphalt. **Notices shall be door hanger type in English and Spanish.**

The notice will be delivered no less than five (5) days prior to the treatment of the road. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. Hand distribution of this notice will be considered incidental to the contract. The contractor shall provide a list of addresses where the notices were delivered.

The work shall not occur on waste pickup days. It is the contractor's responsibility to coordinate with the City in this regard. See Appendix "A" City Waste Pickup Schedule.

The notice will also inform all residents not to leave waste containers on the street until the scheduled pick-up day. If waste containers are left on the streets, it shall be the Contractor's responsibility to remove or arrange for proper removal of the containers at no additional cost to the City. Likewise, if the City must return for pick-up due to unscheduled Contractor activity, any additional charges shall be the responsibility of the Contractor.

The contractor will be responsible for posting "No Parking" signs. Suitable signs shall be posted a **minimum of 72 hours prior to application of oil or the surfacing**. The “No Parking” signs shall include Vehicle Code Section 22654 and be staggered at 100 ft intervals stating the time and date of the posting and of the surfacing. If work is not completed on the day scheduled, the contractor shall re-notify and re-post the affected streets. No Parking signs may read 6 am to 5 pm. Streets shall not be closed prior to 7 am; no sealer shall be placed before 7:30 am. All streets shall be opened to traffic prior to 5pm. Unless authorized by the Engineer any required removal of parked cars shall be coordinated through the Public Works Department and the City Police Department. Towing fees will be paid by the City. The "No Parking" signs shall be removed within 48 hours after completion of final brooming.

All notifications and signs to be provided by the Contractor shall be approved by the Engineer before they are delivered and installed by the Contractor.

INSPECTION DURING CONSTRUCTION

The Engineer and Inspector shall, at all times, have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge relative to the progress, workmanship and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer or Inspector so that proper inspection may be provided. Any work done in the absence of the Engineer or Inspector may be subject to rejection.

FIELD TOILETS

The contractor shall furnish sanitary portable toilet facilities. The type of the facilities and location(s) shall be subject to acceptance by the City.

All sanitary facilities shall be made available for use by all workers, subcontractors, consultants, and city personnel associated with the project.

The Contractor shall maintain the sanitary facilities in a proper, safe, and sanitary condition for the duration of the work. Facilities shall be provided in sufficient quantities to comply with CAL-OSHA regulations.

HEAT ILLNESS PREVENTION

The Contractor shall comply with Occupational Safety & Health Standards Board (OSHSB) heat illness prevention regulations.

TREE TRIMMING

All tree trimming shall be performed by a certified arborist hired by the contractor. The Contractor shall submit a copy of the certification of the arborist prior to the start of any work on the contract. Full compensation for tree trimming required to perform the sealing project shall be considered as included in the price paid for various items of work and no additional compensation will be allowed therefore tree trimmings and branches broken by the Contractor’s operations shall be removed from the job site and disposed of by the contractor on the same day that the trimming is performed or the branches are damaged. Trees damaged shall be trimmed to provide a balanced appearance.

FIRE HYDRANT/ WATER APPLICATION

Water for construction purposes must be purchased from the City of Madera and obtained from an approved fire hydrant. Prior to start of construction, the Contractor must make application including payment and deposit. See Appendix "C" City Water Meter Requirements. A portable meter will be set by the City at a hydrant location convenient to the project, and charges will be as per current rates established by City Ordinances.

5.11 STREET SURFACE PREPARATION

GENERAL

The work shall consist of but not limited to furnishing all labor, materials, equipment and transportation for the street surface preparation prior to application of the polymer modified asphaltic emulsion, application of aggregate to conform with Section 37, "Bituminous Seal" of the latest California Department of Transportation Standard Specifications and these Special Provisions unless otherwise specified herein. The work shall be done in the following order: Preparing the pavement surface; applying the emulsion; applying aggregate; rolling the aggregate; and sweeping up and disposing of excess aggregate off of the job site.

The contractor shall taper or feather asphalt concrete to conform to existing surfacing or concrete improvements as directed by the Engineer. No surfacing will be allowed when the air temperature is below 50 degrees F.

CONSTRUCTION METHODS

The Contractor shall use such methods for the performance of the work embraced under these specifications as will secure a satisfactory quality of work and rate of progress. Such methods shall meet the approval of the Engineer, and shall be submitted for his approval before being used on the work. The Engineer reserves the right, during the progress of work, to make suggestions and revisions in the methods in order that a high quality of work and satisfactory rate or progress may be obtained. When ordered by the Engineer, the Contractor shall discontinue unsuitable methods of work.

PREPARING EXISTING ROADWAYS

Immediately before applying the asphaltic emulsion, the surface to be sealed shall be clean and dry. Cleaning shall be performed by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material. Refer to Section 37-2.01C(3) "Surface Preparation" of the State Standard Specifications. Prior to the slurry/micro operation, all manhole covers, water valves, storm drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer.

Concrete encroachments shall be protected from overspray of asphaltic emulsion by placing building paper, plastic, or other suitable material approved by the Engineer over the surface of the concrete. All traces of building paper, plastic, residual emulsion shall be removed from all concrete encroachments,

personnel covers, drain inlet covers, monument covers, and all other utility covers as quickly as possible, after the application of the completed seal and/or prior to final acceptance of the project. Contractor shall clean concrete encroachments, and clean or replace manhole covers, water valves, storm drain inlet covers, monument covers, and all other utility covers that are damaged, as directed by the Engineer and to the satisfaction of the Engineer, at the Contractor's expense. Payment for protecting concrete encroachments, personnel covers, drain inlet covers, monument covers, and all other utility covers from overspray shall be included in the various items to construct the seal and no separate payment will be allowed therefore. Brooms shall be used to remove loose sand from the roadway, encroachments, and to pick up sand blot and any loose sand as directed by the Engineer. The Contractor is responsible for all pre and post sweeping. All salvaged material specified for removal and salvage shall remain the property of the city and should be delivered to the city Public Works Stockpile at Rd 28 ¼ and Raymond Rd.

SITE PREPARATION

The Contractor shall perform all site preparation as required including sweeping of existing paved areas and removals and protection of existing striping and markers. Contractor shall locate all existing manholes and valve covers and survey monument covers within the project limits prior to start of construction. Contractor shall protect existing manholes, valve covers and monuments well covers from the surfacing application applications. The cost of all labor, equipment and materials used shall be included in bid items and no additional payment will be made therefore.

PREPARATION

Prior to the Asphaltic Emulsion applications the Contractor shall:

1. Remove any and all vegetation within the limits of the work by applying an approved herbicide. The herbicide shall be applied at least 10 days prior to the slurry operation, or as directed by the manufacturer. Reward and Round-up are pre-approved herbicides. All other herbicides shall be submitted by the contractor for approval by the Agency, and shall be certified for use in the State of California for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

2. Remove all existing striping, legends and raised pavement markers within the seal limits. When removing the raised pavement markers the Contractor shall remove excessive adhesive left on pavement caused from the removal of raised pavement markers. If excessive pavement damage occurs from the removal of raised pavement markers the damage shall be repaired by filling with patching material. Removal shall be done to the satisfaction of the Engineer.

   Before asphaltic emulsion application is to be applied to the road surface, all manhole covers drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic, residual emulsion and chips shall be

removed from all personnel covers, drain inlet covers, monument covers, and all other utility covers as quickly as possible, after the application of the seal and/or prior to final acceptance of the project.

FINISHING

The exact time of brooming will be determined by the Engineer. Encroachments shall be cleaned of all loose material in paved ditches, or adjacent to curbs, gutters, dikes, berms, railings or other areas, shall be removed as directed by the Engineer. Contractor shall clean concrete encroachments, personnel covers, drain inlet covers, monument covers, and all other utility covers, to the satisfaction of the Engineer, at the Contractor's expense. Payment for protecting concrete encroachments, personnel covers, drain inlet covers, monument covers, and all other utility covers from overspray shall be included in the various items to construct the seal and no separate payment will be allowed therefore.

5.12 MICRO-SURFACING (TYPE II OR III)

GENERAL

A Micro-Surfacing emulsion must be grade MSE. A micro-surfacing emulsion must be a homogeneous mixture of asphalt, an elastomeric polymer, and an emulsifier solution. Refer to Section 37-3.03B(2) "Micro-Surfacing Emulsions" of the State Standard Specification

CERTIFICATION

The polymer (latex) content shall be 2.5% based on the asphalt weight content and will be certified by the emulsion supplier.

The Contractor must submit a notarized certification from the polymer supplier five (5) days prior to the product being use.

The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

DESCRIPTION

Micro-Surfacing is a mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on a paved surface. The mix should be capable of being spread in variable cross-sections (scratch courses and surfaces) which, after curing and initial traffic consolidation resists deformation throughout the entire design tolerance range of bitumen content and variable thickness to be encountered. The end product should maintain a skid-resistance surface (high wet friction co-efficient of 0.30 or better) throughout the warranty period and/or service life of the Micro-Surfacing. The mix is to be a "quick-traffic setting", meaning that it will be able to accept traffic after a limited curing time. The amount of time will vary from job to job and must be evaluated on an individual job basis. Normally, these systems have been accepting moving traffic on a one-half (1/2)

inch (12.7 mm) thick surface within one hour after placement in +75°F (24°C) temperature and 50 percent or less humidity and as directed by the Engineer.

When tested according to the following tests, the emulsion shall meet the following requirements:

AASHTO TEST NO	ASTM TEST NO	QUALITY	SPECIFICATIONS
AASHTO T59	ASTM D244	Residue After Distillation	62% Minimum

The temperature for this test should be held below 280° (138°C). Higher temperatures may cause the polymers to break down.

AASHTO TEST NO	ASTM TEST NO	TESTS ON RESIDUE	SPECIFICATIONS
AASHTO T53	ASTM D36	Softening Point	135° (57°C) Minimum
AASHTO T49	ASTM D2397	Penetration At 77°F (25°C)	40-90
	ASTM 2170	Kinematic Viscosity @ 275°F (135°C)	650 cSt Minimum

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design.

AGGREGATE

The mineral aggregate used shall be the type and grade specified for the particular use of the Micro-Surfacing. The aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. **Aggregate shall be Black Basalt in color as supplied by George Reed Table Mountain Quarry Jamestown, CA**. Each bidder must submit with the bid proposal a certified statement from the George

Reed Table Mountain Quarry supplier showing that the aggregate conforms to the required physical and chemical requirements of Section 37 of the State Standard Specifications.

QUALITY TESTS

When tested according to the following tests, the aggregate should meet these minimum requirements:

		REQUIREMENTS	
TEST	CALIFORNIA TEST	TYPE 2	TYPE 3
Sand Equivalent	217	65 min.	65 min.
Durability Index	229	65 min.	65 min.
Percentage of Crushed Particles	205	95%	95%

GRADING

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands (or one currently recognized by your local paving authority).

Aggregate Gradation Requirements

Sieve size	Percentage passing by aggregate type		
	I	II	III
3/8"	--	100	100
No. 4	100	94–100	70–90
No. 8	90–100	65–90	45–70
No. 16	60–90	40–70	28–50
No. 30	40–65	25–50	19–34
No. 200	10–20	5–15	5–15

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate shall be inspected, accepted or rejected at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted or rejected based on five gradation tests according to ASTM D75 or CAL 202. Sampling of the stockpile material shall be performed in accordance with CAL 125. If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out of specification, the Contractor will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification.

MINERAL FILLER

Mineral filler, if required, shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one (1%) may be permitted when the Micro-Surfacing is being placed if it is found to be necessary for better consistency or set times.

WATER

The water shall be potable, free of harmful soluble salts or reactive chemicals and any other contaminants.

ADDITIVES

Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

LABORATORY EVALUATION

Before the work commences, the Contractor shall submit a certified mix design for the project signed by the Contractor, covering the specific materials to be used including laboratory report of testing performed for compliance with the specifications.

MIX DESIGN

The Contractor shall submit for approval of the Engineer a complete mix design prepared and certified by a laboratory. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. Recommended tests and values are as follows:

ISSA TEST NO.	DESCRIPTION	SPECIFICATIONS
ISSA TB-139	WET COHESION @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm Minimum or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft^2 Maximum (540) g/m^2 Maximum)
ISSA TB-114	WET STRIPPING	Pass (90° Minimum)
ISSA TB-100	WET TRACK ABRASION LOSS One-hour Soak Six-day Soak	50 g/ft^2 (538 g/m^2) Maximum 75 g/ft^2 (807 g/m^2) Maximum
ISSA TB-147	LATERAL DISPLACEMENT Specific Gravity after 1,000 Cycles of 25 pounds (11.34 kg)	5% Maximum 2.10 Maximum
ISSA TB-144	CLASSIFICATION COMPATIBILITY	11 Grade Points Minimum
ISSA TB-113	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

COMPONENT MATERIALS	LIMITS
Residual Asphalt	5.5 to 10.5% by dry weight aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate

Polymer-Based Modifier	Minimum of 2.5% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

RATE OF APPLICATION

The Micro-Surfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate shall be in accordance with the following table:

AGGREGATE TYPE	SUGGESTED APPLICATION RATE DRY POUNDS PER YARD
Type 2	10-20 lb/yd^2 (5.4-16.3)(kg/m^2)
Type 3^a	20-32 lb/yd^2 (10.9- 17.3)(kg/m^2)
Type 3^b	30-32 lb/yd^2 (16.3- 17.3)(kg/m^2)

$a_{Over\ asphalt\ concrete\ pavement}$

$b_{Over\ concrete\ pavement\ and\ concrete\ bridge\ decks}$

Within 2 hours after placement, micro-surfacings must be set enough to allow traffic without pilot cars. Protect the micro-surfacings from damage until it has set and will not adhere or be picked up by vehicle tires. Micro-surfacings must not exhibit distress from traffic such as bleeding, raveling, separation or other distresses

EQUIPMENT AND USE

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product.

PROPORTIONING DEVICE

Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in equipment calibration and in determining the material output.

SPREADING EQUIPMENT

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. At the discretion of the Engineer, a non-auger baffle box may be used. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

SECONDARY STRIKE-OFF

At the discretion of the Engineer, a secondary strike-off shall be provided if it improves the surface texture.

ROLLER

The Micro surface shall be rolled after the surfacing coat has cured sufficiently so as not to pick up on the vehicle tires, but not more than 24 hours after placement. The rollers shall be 6 to 7 ton non ballasted one to 2 passes at a slow speed self-propelled pneumatic rollers, with tire pressure of 50 psi and a water spray system. There shall be a minimum of two operating rollers on the same newly constructed surface, tandem rolling, during the compaction rolling process. The micro-surfacing coat shall be given a minimum of two complete passes with the roller or until the material is compacted with a uniform surface.

5.13 TRAFFIC CONTROL, DETOURS, AND ACCESS

A. GENERAL

Reference is made to Section 7-10 of the Standard Specifications.

The Contractor shall maintain traffic as required by the permits to be obtained by the Contractor, in conformance with the provisions in the Specifications, and as directed by the Engineer. It shall be the Contractor's responsibility to provide for the convenience and safety of the public and public traffic in connection with construction operations. Traffic control shall be furnished, provided and maintained by the Contractor at all times throughout the life of the Contract.

The Contractor shall secure the site of work at all times. Children shall not be allowed in or along the area of the work, on spoil piles or at other unsuitable locations within the work.

The Contractor shall so conduct construction operations as to cause the least possible obstruction and inconvenience to public traffic and abutting property owners (or tenants), and shall have under construction no greater length or amount of work than can be properly prosecuted with due regard to the rights and safety of the public. Unless other existing streets are designated on the Plans or by the Engineer to be used as detours, all traffic shall be permitted to pass through the work. Residents along

the work area shall be provided passage as far as practicable, as determined by the Engineer. Convenient access to driveways, houses and businesses along the road, street, alley, right-of-way, or other work area shall be maintained; temporary trench or pipe crossings shall be provided and maintained in good condition as required to provide such access. No more than one cross or intersecting street or road shall be closed at any one time in any one general area of the work without the approval of the Engineer.

The Contractor shall keep all Fire Departments, Police and Sheriff's Departments, ambulance companies, public transportation, and school districts informed at all times as to the exact location and progress of the work and shall notify them immediately of any streets closed to traffic or impassable for fire fighting, safety equipment, public transportation or school buses. At least 48 hours in advance of beginning work in any street, alley, or other public thoroughfare, the Contractor shall notify the Engineering department and any other jurisdictional agencies involved and comply with their requirements regarding traffic control and public convenience and safety. Such notifications shall include the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

B. CONTRACTOR'S TRAFFIC CONTROL PLAN

A minimum of seven (7) working days in advance of commencing construction on the project, the Contractor shall submit detailed traffic control plans, including any proposed detours, to the Engineer and the City Traffic Engineer for review. The Contractor shall obtain the approval of such plans, and any required modifications thereto, by the Engineer and the City Traffic Engineer prior to the implementation of any traffic control measures and the commencement of any work requiring traffic control.

C. CONSTRUCTION SIGNING AND DELINEATION

The construction area shall be signed by the Contractor in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD). Signs in place during hours of darkness shall be reflectorized for nighttime visibility in conformance with the provisions in the California MUTCD. Compliance with the provisions in the California MUTCD shall be considered as a minimum requirement and it shall be the responsibility of the Contractor to provide additional safety devices when necessary to maintain a safe condition. Nothing in the Specifications is to be construed as to reduce the minimum standards in the California MUTCD.

All cones, pylons, barricades or posts used in the diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.

The signing, barricading, and diverting of traffic shall be subject to the approval of the various authorities with jurisdiction over such public streets. The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the authority, names and telephone numbers of persons responsible for this emergency service. In the event these persons do not promptly respond or the authority deems it necessary to call out other forces to accomplish emergency service, the Contractor will be held responsible for the cost of such emergency service.

Suitable advisory signs shall be furnished and maintained by the Contractor, as approved by the Engineer, to advise motorists of scheduled operations or detours that may delay or block traffic in specific areas at specific times.

Suitable advisory signs shall also be furnished and maintained by the Contractor, as approved by the Engineer, to advise motorists of the alternate routes of access to commercial businesses along the work,

and to the fact that said businesses remain open during construction. Such signs shall be of suitable size, design and number, to adequately inform the public of the available route(s) of access to the affected businesses, and shall be placed so as to provide such information to vehicles approaching a particular commercial establishment from any direction along public streets. Contractors on adjacent construction units of this project shall coordinate said signs between said construction units to accomplish adequate public notification for this purpose. The proposed size and wording of the signs, and their proposed placement locations and sequencing, shall be submitted to the Engineer, and approval gained therefor, prior to commencing work on this project.

High level warning is to be used in advance of the project along with the normal construction signs. All signing shall conform to the provisions in the California MUTCD. All signing shall be of standard size, shape and color. Non-standard signs, such as black on yellow "No Left Turn" signs will not be allowed. When a regulatory sign is used to prohibit a vehicular movement, 2 signs shall be used. Example: To prohibit left turns, one sign shall be at the intersection and another 100' to 200' back from the intersection. A complete detailed description of traffic control signs can be found in the California MUTCD.

Where traffic is to be moved out of its normal position, the Contractor shall furnish and maintain lighted arrow boards as required.

Surface mounted channelizers shall be furnished and placed, maintained, and later removed, to separate opposing traffic, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal:

TYPE	MANUFACTURER OR DISTRIBUTOR
Safe-Hit SH236SMA	Safe-Hit Corporation 930 W. Winton Ave., Building #11 Hayward, CA 94545
Carsonite "Super Duck" SDF-436	Carsonite International Corp. 2900 Lockheed way Carson City, NV 89701
Repo "The Replaceable Post"	Pacific Autopost, Inc. P.O. Box 4321 Laguna Beach, CA 95652-4321

Channelizer posts shall be orange in color.

Channelizer bases shall be applied only on a clean, dry surface during periods when the pavement and the air temperature is above 32°F and when the relative humidity is 80% or less. Channelizer bases shall be cemented to the pavement in accordance with the requirements in the first paragraph of Section 85-1.06, "Placement," of the State Standard Specifications.

Channelizers shall be placed uniformly, straight when on tangent alignment and on a true arc when on curved alignment. All layout work to place the channelizers to the proper alignment shall be performed by the Contractor.

Channelizers that are damaged from any cause, during the progress of the work, shall be repaired by and at the expense of the Contractor. Channelizer posts that are displaced or fail to remain in an upright

position from any cause, during the progress of the work, shall be replaced immediately by the Contractor to their original locations. Replacement channelizer posts need not be new provided such used material, as determined by the Engineer, is not damaged and is suitable for the purpose intended.

When no longer required for delineation, as determined by the Engineer, channelizers, including bases, shall be removed by the Contractor. Care shall be exercised in the removal of the bases so as to prevent damage to the pavement. Any void left in the pavement, over 1/4 inch depth, as a result of the removal of the bases, shall be repaired by and at the expense of the Contractor.

Existing striping and road stencil work which conflicts with detour layout shall be blacked out with approved black paint. Conflicting signs shall be temporarily covered. Upon completion of the work in the area, such modifications shall be returned to their original state. All of these operations shall be the responsibility of the Contractor.

D. PERMANENT TRAFFIC CONTROLS

All existing permanent traffic control signs, barricades, and devices shall remain in effective operation, unless a substitute operation is arranged for and approved as a portion of the detailed traffic control plan specified above.

E. PEDESTRIAN WALKWAYS

A minimum of one 4-foot-wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction. Contractor shall submit a Pedestrian Walkway Plan for approval by the Engineer.

The Contractor shall maintain pedestrian crossings at signals with adequate visibility for approaching traffic.

Pedestrian crossings of the work shall be provided and maintained by the Contractor at intervals not exceeding 300 feet, unless otherwise approved by the Engineer.

All pedestrian walkways and crossings, whether temporary or permanent, shall be compliant with the Americans with Disabilities Act.

F. ACCESS TO ADJACENT PROPERTIES

Prior to restricting normal access from public streets to adjacent properties, the Contractor shall notify each property owner or responsible person, in writing, providing information as to the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property. Such notification shall be made 48 hours in advance of said restriction. A copy of said notification shall be submitted to the Engineer.

Access, as determined by the Engineer, from public streets to all adjacent properties shall be maintained by the Contractor at all times during the construction. During working hours, pedestrian access to homes, churches, businesses, and access to neighborhoods, although at times inconvenient, shall be maintained. During non-working hours, convenient access shall be restored. Such access may be provided by means which may include, but not be limited to, steel plates, steel ramps, etc.

Vehicular access shall be maintained by the Contractor at all times to the following:

1. All commercial establishments.

2. Madera Unified School District – Schools and Student Transportation Facilities
3. Solid Waste Operations Within the City Limits
4. All active agricultural operations.

Such access shall be provided by alternate use of multiple access points, if available, or by construction of a temporary access as necessary, which may include, but not be limited to, steel plates, steel ramps, etc.

Where interruptions to access are allowed, every effort shall be made to restore the access at the earliest possible time. Access along the street shall be provided at all times for emergency vehicles.

Where adequate room is not available in the street for temporary storage of trench spoil, such material shall be removed from the street to a site obtained by the Contractor, and then returned to the trench for backfill. Full compensation for such removal and replacement shall be included in the amount bid for the various items requiring excavation and no separate payment shall be made therefor.

Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to all fire hydrants along the work.

The Contractor shall cooperate with the various parties involved in the delivery of mail, the collection and removal of trash and garbage, and the bus or van transportation of students to and from schools, to maintain existing schedules for these services. When so directed by the Engineer, the Contractor shall maintain, or provide for temporary relocation of, existing public transportation stops.

G. RESTRICTIONS ON TIMES WHEN CONSTRUCTION MAY OCCUR

Where shown on the Plans or the Contractor's traffic control plans as approved by the Engineer, or required by the Specifications, work at various locations shall be restricted to certain hours of the day or night.

If the Contractor fails to complete operations within the restrictions set forth, or commences work prior to the allowable time period, the Contractor shall pay to the City a liquidated damage of fifty dollars ($50.00) for each half hour, or portion thereof, which elapses within said restricted period in violation of this restriction. Such liquidated damages shall be deducted from any monies due or to become due the Contractor and are in addition to any liquidated damages specified in the Contract Documents.

5.14 CLEARING AND GRUBBING

"Clearing and Grubbing" shall consist of the removal and disposal of trees, roots, stumps, limbs, buried logs, wood, lumber, existing turf, buried trash, trash piles, vegetation to be removed, irrigation pipe and risers, standpipes, structures, pipes, debris, temporary detour improvements, removal and salvaging of existing signs, and any other obstructions and objectionable material within the limits of the work which are encountered during excavation for, and installation of the proposed improvements.

Existing roadside signs that interfere with construction, or are shown on the Plans as to be removed, shall be removed and disposed of, except that sign panels shall be salvaged. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer. Concrete sign post foundations shall be removed and disposed of, and the resulting holes shall be backfilled and compacted with material equivalent to the surrounding material.

The Contractor shall protect existing utility poles, scheduled for removal upon completion of undergrounding of utilities, for duration of the project or until they are removed by the various utilities.

Existing pipe (including casing pipe), drainage inlets, and manholes, where shown on the Plans to be removed, shall be completely removed and disposed of. Frames, covers, and grates shall be removed and salvaged.

Removed materials shall be disposed of outside the highway right-of-way as provided in Section 17-2.03, "Disposal," of the State Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract unit prices paid for the various contract items of work, and no separate payment will be made therefor.

5.15 CLEARING AND GRUBBING (CONCRETE & ASPHALT CONCRETE)

“Clearing and Grubbing” shall consist of the removal and disposal of concrete curb and gutter, concrete sidewalk, asphalt concrete, sawcutting of concrete or asphalt concrete as required, and any other obstructions and objectionable material within the limits of the work which are encountered during excavation for, and installation of the proposed improvements.

Concrete, where shown on the Plans to be removed, shall be removed as provided in Section 15-1.03B, “Removing Concrete,” of the State Standard Specifications. Broken concrete resulting from the removal of existing concrete curbs and other concrete items shall be removed.

Removed materials shall be disposed of to an approved site provided in Section 17-2.03D, "Disposal," of the State Standard Specifications.

Full compensation for clearing and grubbing, including curb, curb and gutter, sidewalk, and driveway, shall be considered as included in the contract unit prices paid for various contract items of work, and no separate payment will be made therefor.

5.16 CLEARING AND GRUBBING (PAVEMENT STRIPING AND MARKINGS)

Wet sandblasting is not allowed for any pavement striping and markings removal

5.17 ADJUST EXISTING FACILITIES TO FINISH GRADE

The work to be done consists, in general, of adjusting existing sewer or storm drain manhole(s) cover and frame and install concrete collar, water valves (box, sleeve and concrete collar) to finished grade, including but not limited to all piping, connections, fittings, sewage handling, safety and shoring, trenching, backfill, compaction, watering, dust control, pressure and leakage tests, compaction tests, clean-up, and all appurtenances all in accordance to these Plans and Specifications.

Frames and covers of existing manholes, cleanouts, water valves, or other facilities shall be adjusted to grade as provided in Section 15, "Existing Facilities," of the State Standard Specifications and as specified in the City of Madera Standard Drawings and Plans.

Existing water meters shall be relocated as provided in Section 15, "Existing Facilities ," of the State Standard Specifications.

Broken concrete or other materials resulting from the adjustment or relocation of existing highway facilities shall be removed. Removed materials shall be disposed of outside the road right-of-way as provided in Section 17-2.03D, "Disposal," of the State Standard Specifications.

5.18 REMOVE EXISTING STREET PAVEMENT AND BASE

Attention is directed to Section 39-3.05, " Remove Base and Surfacing," of the State Standard Specifications and these Special Provisions

5.19 EARTHWORK

Earthwork shall conform to the provisions in Section 19 of the Standard Specifications and these Special Provisions.

In addition to the foregoing requirements, all material placed within the upper 18 inches of subgrade below pavement sections shall have an R-value of at least 50. The existing soil has a R-Value range of 35 to 63 and may be used as trench backfill and for final subgrade.

The depth of 95 percent relative compaction as provided for in the second paragraph of Section 19-5.03 “Relative Compaction (95 Percent)” of the State Standard Specifications is hereby changed to 6 inches below the grading plane for the entire width of new pavement and curb and gutter.

Surplus or unsuitable excavated material other than removed pavement shall become the property of the Contractor and shall be disposed of outside the highway right-of-way in accordance with the provisions in Section 19-2.03Bof the State Standard Specifications.

5.20 SAWCUTTING

Sawcutting shall consist of sawing either Portland cement concrete or asphalt concrete to a minimum depth of 2 inches with an abrasive type saw, to the lines shown on the plans and as directed by the Engineer.

The Contractor shall protect all sawcut edges from damage. Should any sawn edge become damaged, the Contractor shall re-saw the edge at his expense.

Full compensation for sawcutting, including protecting the sawed edge, shall be considered as included in the contract prices paid for the items for which sawcutting is required, and no additional payment will be made therefore.

5.21 AGGREGATE BASE

Aggregate base shall be Class 2, 3/4 inch maximum, and shall conform to the provisions in Section 26, “Aggregate Bases,” of the State Standard Specifications and these Special Provisions.

Recycled aggregate base shall conform to the provisions in Section 12-5, "Use of Recycled Materials," of the City Standard Specifications. Recycled aggregate base (source) shall be tested or have been tested within the last 60 days.

5.22 ASPHALT CONCRETE

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the State Standard Specifications and these Special Provisions. RAP hot-mix-asphalt is not allowed.

The aggregate for the 0.20 foot lower course shall conform to the grading specified for the ¾ inch maximum, medium grading and the aggregate for the 0.20 foot upper course shall conform to the grading specified for the ½ inch maximum, medium grading. The aggregate for Miscellaneous Asphalt Concrete shall be ½ inch maximum medium grading.

The asphalt binder shall be PG 64-10 or as directed by the Engineer.

A paint binder (tack coat) of mixing type emulsion shall be applied between the layers of asphalt concrete at the rate of 0.02 to 0.10 gallon per square yard of the surface to be covered. The exact rate will be determined by the Engineer. The paint binder shall comply with the requirements in Section 39-2.01B(10), "Tack Coat" of the State Standard Specifications.

A Fog Seal Coat, SS1H or approved equal shall be applied to the new asphalt concrete pavement at the rate of 0.05 to 0.10 gallon per square yard, as directed by the Engineer, and shall conform to the provisions in Section 37 of the State Standard Specifications. The Fog Seal Application shall be applied within seven (7) days after asphalt concrete paving is completed.

New Asphalt Concrete to receive Slurry Seal or Micro Surfacing does not require Fog Seal Coat.

The payment for furnishing and applying the paint binder and fog seal coat shall be included in the bid item for asphalt concrete and no separate payment will be made therefor.

The mix design shall be approved by the Engineer prior to ordering any asphalt concrete mix. A self-propelled paving machine is required for this work; no exceptions.

A minimum of one steel-tired, 2-axle tandem roller weighing not less than 8 tons, nor more than 10 tons shall be used for each asphalt paver to compact Open Graded asphalt concrete, and a minimum of 3 rollers consisting of the following shall be used for each asphalt paver to compact all other asphalt concrete and asphalt concrete base:

1. One steel-tired roller weighing not less than 8 tons;
2. One steel-tired, 2-axle or 3-axle tandem or 3-wheel roller weighing not less than 12 tons and
3. One pneumatic-tired roller.

Initial or breakdown compaction shall consist of 3 coverages of a layer of asphalt mixture and shall be performed with a 2-axle or 3-axle tandem or a 3-wheel roller weighing not less than 12 tons. Where the thickness of the layer of asphalt mixture is less than 0.15-foot, fewer coverage than specified above may be ordered by the Engineer, if necessary, to prevent damage to the layer being compacted. The initial or

breakdown compaction shall be followed immediately by additional rolling consisting of 3 coverage with a pneumatic-tired toller. Coverage with a pneumatic-tired roller shall start when the temperature of the mixture is as high as practicable, preferably above 180 F, and shall be completed while the temperature is at or above 150F.

Each layer of asphalt concrete and asphalt concrete base shall be compacted additionally without delay by a final rolling consisting of not less than one coverage with a steel-tired roller weighing not less than 8 tons. Except as otherwise provided for low rates of production, a separate finish roller will be required. Preliminary testing for compaction shall be required. Lab shall be present for compaction testing of new AC pavement. Paint binder cost shall be included in this bid item.

Streets to be overlaid shall not be scheduled on garbage pick-up days.

5.23 MISCELLANEOUS CONCRETE CONSTRUCTION

Concrete curb and gutter, concrete curb, terminal sections, concrete ramps, concrete sidewalk, concrete valley gutters, and concrete sidewalk curb shall conform to the details on the Plans, the provisions in Section 14 of the Standard Specifications, Standard Drawings ST-1, ST-13A, and ST-13B, with the exception that all concrete items shall be Class 2 with 590 pounds of cementatious material per cubic yard of concrete and these Special Provisions.

Curb and gutter and private drive approaches shall be constructed such that each residence shall not be denied access to private driveways for more than five calendar days including all curing time.

The locations of the concrete sidewalk curbs shown on the Plans are locations where concrete sidewalk curbs are expected to be required. However, the actual locations may vary depending on actual field conditions. The height of the concrete sidewalk curbs will vary as required to match both the existing and proposed improvements at the back of the new sidewalk.

The contract unit prices paid for miscellaneous concrete construction items shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all of the work involved in miscellaneous concrete construction, complete in place, including excavation and backfill, subgrade preparation, and curing, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

5.24 SURVEY MONUMENTS

Survey monuments shall be constructed in conformance with the provisions in Section 78-2, "Survey Monuments", of the State Standard Specifications and these Special Provisions.

Monuments shall conform to City of Madera Standard Drawing E-1, except that concrete shall be Class 2. The Contractor shall furnish and install all materials, including the bronze survey monument.

The locations where the monuments shall be constructed are shown on the Plans. The exact location of each monument will be provided to the Contractor by the Engineer, and the Contractor shall stake out and construct the monuments in the field.

5.25 MISCELLANEOUS FACILITIES AND OPERATIONS

This is a lump sum bid for "Miscellaneous Facilities and Operations," as further described in Section 4 BID ITEM – MISCELLANEOUS FACILITIES AND OPERATIONS.

5.26 PAVEMENT STRIPING AND MARKING

This Work shall consist of furnishing and applying thermoplastic or solvent borne paint traffic stripes (traffic lines) and pavement markings, including glass beads, and furnishing and placing raised pavement markers at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications.

When a AC Removal Grind is specified, removal of existing striping and pavement markings shall not be performed unless otherwise directed by the Engineer.

For the purposes of these Specifications, traffic stripes (traffic lines) are defined as longitudinal centerlines and lanelines which separate traffic lanes in the same or opposing direction of travel, and longitudinal edgelines which mark the edge of the traveled way or the edge of lanes and bicycle lanes. Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lines (stoplines), crosswalk lines, shoulder markings, parking stall markings, and railroad grade crossing markings. Pavement markers are raised pavement markers, reflectorized or non-reflectorized, of the type and color shown on the Plans and/or set forth in the Specifications.

Reference "Section 28 – Traffic Stripes and Pavement Markings" from the City of Madera Standard Specifications: https://www.madera.gov/media/1kdjoqgq/section-28.pdf

5.27 OBJECT MARKERS

Object markers (delineators) shall conform to the provisions in Section 82, "Signs and Markers," of the State Standard Specifications and these Special Provisions.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for markers and delineators conforming to the requirements in ASTM Designation: D 4956-95.

5.28 CLEAN-UP

In addition to the requirements of the General Conditions, the Contractor shall remove all excess spoil, dirt, rubble and any other material left over as a result of the work performed. The streets shall be left broom-clean upon completion of the work. All excess material shall be disposed of at an approved disposal site.

Full compensation for clean-up shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

5.29 TEMPORARY CONCRETE WASHOUT (PORTABLE)

A. GENERAL

1. Summary

This work includes removal and disposal of concrete waste by furnishing, maintaining, and removing portable temporary concrete washouts.

SWPPP must describe and include the use of a portable temporary concrete washout as a water pollution control practice for waste management and materials pollution control.

2. Submittals

At least 5 business days before concrete activities start, submit:

a. Name and location of off-site concrete waste disposal facility to receive concrete waste

b. Copy of permit issued by RWQCB for off-site commercial disposal facility

c. Copy of license for off-site commercial disposal facility

d. Copy of permit issued by state or local agency having jurisdiction over disposal facility if disposal site is located outside of the State of California

e. Notification to City Engineer for relocation of disposal facility.

3. Quality Control and Assurance

Retain and submit records of disposed concrete waste including:

a. Weight tickets

b. Delivery and removal of temporary concrete washouts

B. MATERIALS

1. Portable Temporary Concrete Washout

Portable temporary concrete washout must:

a. Be a commercially available watertight container.

b. Have sufficient capacity to contain all liquid and concrete waste generated by washout activities without seepage or spills.

c. Have at least 55-gallon capacity.

d. Be labeled for the exclusive use as a concrete waste and washout facility. Stencil "Concrete Waste material" in 3-inch high letters on white background. Top of stenciling must be 12 inches from the top of the container.

2. Concrete Washout Sign

Concrete washout sign must comply with the provisions in Section 12-3.06B, "Portable Signs" of the Standard Specifications and:

a. Be approved by the Engineer

b. Consist of base, framework, and sign panel

c. Be made of plywood

d. Be minimum 2' x 4' in size

e. Read "Concrete Washout" with 3 inches high black letters on white background

C. CONSTRUCTION

1. Placement

Place portable temporary concrete washouts at job site:

a. Before concrete placement activities start

b. In the immediate area of concrete work as approved by the Engineer

c. No closer than 50 feet from storm drain inlets, open drainage facilities, ESAs, or watercourses

d. Away from construction traffic or public access areas

Install a concrete washout sign adjacent to each portable temporary concrete washout location.

2. Operation

Use portable temporary concrete washouts for:

a. Washout from concrete delivery trucks

b. Slurries containing portland cement concrete or hot mix asphalt from sawcutting, coring, grinding, grooving, and hydro-concrete demolition

c. Concrete waste from mortar mixing stations

Relocate portable temporary concrete washouts as needed for concrete construction work.

Replace portable temporary concrete washouts when filled to capacity. Do not fill higher than 6 inches below rim.

Your WPC Manager must inspect portable temporary concrete washouts:

d. Daily if concrete work occurs daily

e. Weekly if concrete work does not occur daily

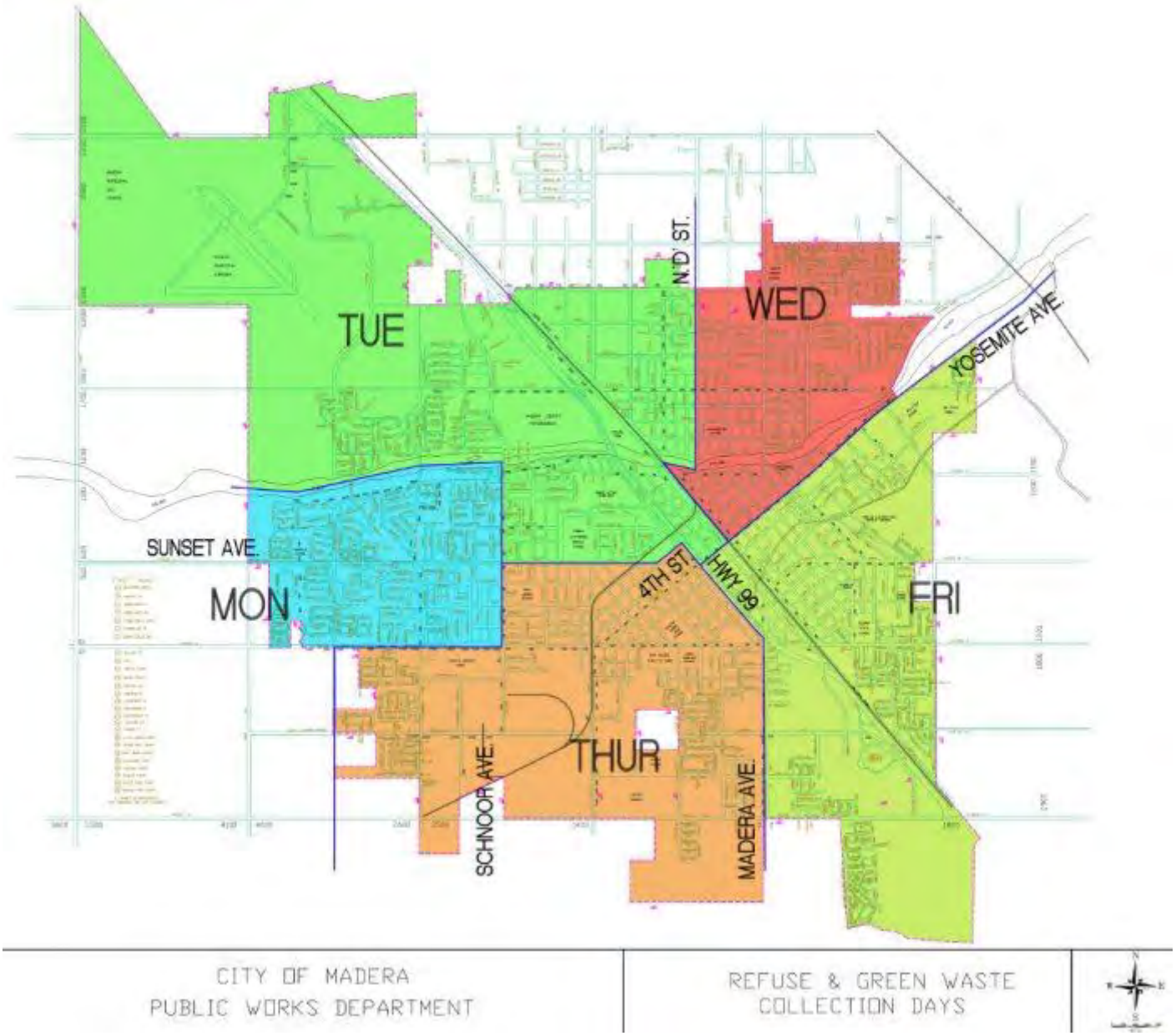
3. Maintenance

When relocating or transporting a portable temporary concrete washout within the job site, secure it to prevent spilling of concrete waste material. If any spilled material is observed, remove spilled material and place it into portable temporary concrete washout.

4. Removal

Dispose of concrete waste material at a facility specifically licensed to receive solid concrete waste, liquid concrete waste, or both. When portable temporary concrete washout is full, remove and dispose of concrete waste within 2 days.

APPENDIX A
CITY WASTE PICKUP SCHEDULE


TUE
WED
MON
FRI
THUR
N "D" ST.
YOSEMITE AVE.
SUNSET AVE.
4TH ST.
HWY 99
SCHNOOR AVE.
MADERA AVE.
CITY OF MADERA
PUBLIC WORKS DEPARTMENT
REFUSE & GREEN WASTE
COLLECTION DAYS

APPENDIX B
DEBRIS MANAGEMENT REPORT

CALGreen

The California Green Building Code (CALGreen) requires 65 percent of diversion of waste from construction and demolition projects. CALGreen applies to the following:

- All **new construction** of a building regardless of project value.
- Additions to non-residential buildings or structures of at least 1,000 square feet or alterations with an estimated construction cost of at least $200,000.

If you have a construction or demolition project, please check with your jurisdiction to find out about their Construction and Demolition Recycling Program.

C&D Materials

- Asphalt
- Concrete
- Dirt
- Rock
- Drywall
- Metals
- Wood
- Brick
- Tile
- Stucco
- Plastics
- Carpet Padding
- Carpet Foam
- Yard Trimmings
- Roofing Material

Reuse and recycling of C&D materials is one component of a larger holistic practice called sustainable or green building construction. The efficient use of resources is a fundamental tenet of green building construction. This means reducing, reusing, and recycling most if not all materials that remain after a construction or renovation project.

MID VALLEY DISPOSAL

Location:
401 W. Olive Ste. 1
Madera CA 93637

HOURS•
Monday-Friday
7:00am-5:00pm

Mid Valley Office:(559) 237-9425
Rick Rai: (559) 970-0012
Annette Kwock:(559) 567-0528

MID VALLEY DISPOSAL
RECYCLING & TRANSFER STATION
Locally Owned and Operated

CONSTRUCTION & DEMOLITION
Debris Services

www.midvalleydisposal.com

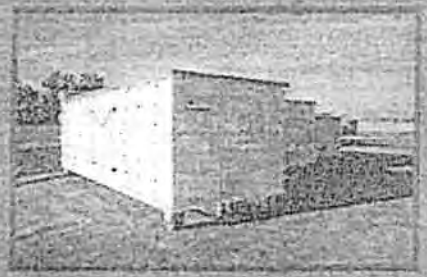
MID VALLEY DISPOSAL
RECYCLING & TRANSFER STATION

2 EASY OPTIONS

to Dispose of Construction & Demolition Debris

1 Roll-off Containers

Mid Valley Disposal offers 20, 30, 40 and 50 yard roll-off bins serving the Fresno, Madera, Tulare and Kings County areas to collect construction and demolition material (e.g. wood, concrete, and roofing material) from contractors & homeowners. Mid Valley Disposal provides fast & reliable roll-off services at your convenience.



2 Recycling & Transfer Station Self-Haul

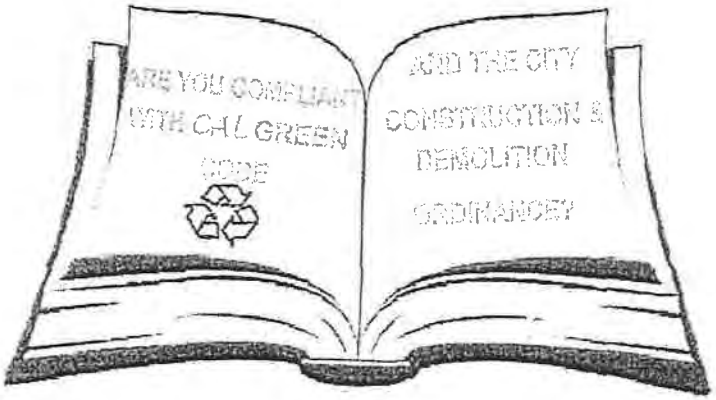
You may transport your C&D materials generated during a business or residential construction or demolition project to Mid Valley Disposal's Recycling & Transfer Station. Mid Valley Disposal has state of the art sorting equipment to process and recycle your C&D material.

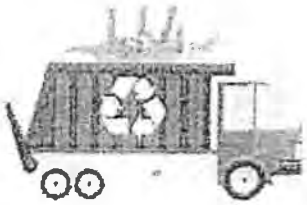
Mid Valley Disposal's Recycling Outreach Specialists are at your service by tracking all weight tickets for all C&D loads from roll-off bins and self-hauls. Once C&D projects have been completed, please inform our Outreach Specialist. The Outreach Specialist will then provice you with an estimated diversion rate for each C&D load hauled to our facility. The diversion rate percentage is required on your C&D application to receive final inspection or a certificate of occupancy by the City Building Department.

Table of Contents:

Cover Page	1
Index	2
C&D Ordinance	3
Fact Sheet	4
Definitions	5
C&D recycling	6
Guidelines C&D	7
Three Easy Steps	8
How Do I Comply	9
Debris Mgmt Rep	10
Recycle App	11
Mid Valley Rates	12

CONSTRUCTION AND DEMOLITION





C&D MATERIAL TO BE RECYCLED

- Asphalt and Concrete
- Cardboard
- Clean fill dirt
- Green Waste/Organics
- Wood Waste
- Pallets
- Wallboard/Gypsum/sheetrock
- Metal

Are using a roll-off?

You may be required to use the exclusive franchise hauler's roll off service in the City. Please make sure to ask the City or County Building and Planning Department how to comply with their ordinance. Mid Valley Disposal (MVD) will track your recycling diversion for each permit/project with MVD Roll Off Services.

Do you have sub haulers used during your project?

If you have sub haulers removing waste from your C&D project, you are required to turn in weight tickets from facility materials were disposed of. For concrete you will need to report an estimated weight of concrete hauled to a facility. This is very important to meet your 65% diversion requirement under Cal Green Code.

Where do I self haul my C&D waste?

Each C&D project is required to meet a 65% recycling diversion rate. In order to meet this goal, materials should be sent to a facility that will sort and separate the waste from materials that can be recycled. Green Waste should be hauled to a compost facility and concrete to a recycling facility.

If you have any questions regarding how to comply with Cal Green Code, please contact City's Building and Planning Department and/or Mid Valley Disposal at 559.567.0520.

Building Department
205 W. 4th Street
Madera CA
(559) 661-5445

FACT SHEET

Construction and Demolition Recycling Program

Please be advised that certain construction and demolition projects will be required to recycle or reuse at least 65% of the construction and demolition debris generated from projects. The City of Madera's Municipal Code § 5-3.30 Construction and Demolition Debris Recycling was adopted in an effort to keep these materials out of the landfill as required by AB939 and the California Green Building Code (CAL Green).

State Law

CAL Green requires construction and demolition waste reduced by 65% kept out of the landfill and recycled or reused. Cal Green applies to the following:

- All new residential and commercial construction of a building regardless of project value.
- Additions to non-residential buildings or structures at least 1,000 square feet or alterations with estimated cost of at least $200,000.

Covered Projects

Any construction, demolition, or renovation project where a building permit is required shall comply with the City's Construction and Demolition municipal code § 5-3.30, as follows:

1. Any project under a City issued building and demolition permit that will generate equal to or exceeding eight cubic yards, or renovation project of greater than 1000 square feet must recycle at least 65% of all C&D debris.

Requirements

Each applicant for a building, renovation, or demolition shall comply with the following requirements.

A. Complete the Debris Management Report and submit Building Department before final occupancy, acceptance of subdivision, or sign off on demolition permit approval.
B. Use roll-off service from the City's franchise hauler Mid Valley Disposal. Mid Valley Disposal is only approved roll-off provided for the City of Madera.
C. You may self-haul C&D material to a recycling facility and will be required to track diversion from project and turn in tickets to the City Building Department.

Non-compliance

The amount of penalty assessed for non-compliance may be up to $1000 for each project. Each day that a violation continues shall be deemed a new separate offence.

DEFINITIONS OF CONSTRUCTION & DEMOLITION DEBRIS (C&D)

CONSTRUCTION AND DEMOLITION DEBRIS (C&D)

Disposal materials resulting from construction, remodeling, repair, clean up, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes but not limited to asphalt, concrete, cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe and steel. As well as vegetative matter resulting from land clearing and landscaping including but not limited to rock, soil, and tree stumps.

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

Construction and demolition debris generated under a city issued building, renovation, or demolition permit and equal to or exceeding eight (8) cubic yards of material by volume shall have necessary mixed and/ or source separated C&D recycling bin (s) or roll off boxes for the removal and recycling of all construction and demolition debris from the project site. The project permittee, designated hauler or recycler shall provide to Mid Valley Disposal a monthly C&D recycling report. This report will contain at a minimum the construction site address, weight of material hauled, date hauled, material type, recycling facility name and address, and assurances from the recycling facility that a minimum of 65% of the C&D material has been recycled.

The city will provide the proper documentation form; however other forms of documentation can be used as long as it is deemed by Mid Valley Disposal staff to be acceptable and complete.

PENALITIES FOR NON-COMPLIANCE

Any property owner, developer or individual who does not comply with any requirement of the construction and demolition debris recycling provisions of this chapter may be assessed an administrative penalty for non-compliance pursuant to Chapter 9 of the Madera Municipal Code. The amount of the penalty assessed may be up to one thousand dollars ($1,000.00) for each project. Each day that a violation continues shall be deemed a new and separate offense. Without full payment of fees, final occupancy, acceptance of subdivision or sign off on demolition permit will not be granted.

CONSTRUCTION AND DEMOLITION RECYCLING GUIDELINES

As a requirement of State Assembly Bill 939, every city and country in the State of California is required to recycle at least 65% of all waste going to the landfill. The recycling of construction and demolition materials will have a significant impact in reaching the recycling goals established by the State.

BENEFITS OF RECYCLING

By removing the recyclable materials from waste generated at a construction site you can reduce the disposal costs associated with the construction project. It can cost up to 2 times the amount to throw away any construction waste as it does to take it to a recycler. The landfill will often times have a special rate for disposal of source-separated materials such as green waste and clean lumber. Some of the items that are currently disposed of at a construction site can be easily recycled or used on other construction sites. If the recycling program is implemented correctly, it is easy to accomplish the goal of recycling 65% or more of the material at these sites.

TAKE TIME TO CAREFULLY EVALUATE THE JOB TO INDENTIFY OPPORTUNITIES FOR RECYCLING

When estimating the amount and type of materials to be recycled, it is important at the planning stages to identify all the options available. What may appear to be an opportunity today may later turn out to be contaminated and not recyclable during the actual project. It is important that any problems experienced be documented for future reference.

CONTACT THE SUBCONTRACTORS IN ADVANCE TO MAKE THEM PART OF YOUR RECYCLING PROGRAM

Having the subcontractors on line with your recycling program can prevent an unknown source from impacting your results. Remember the total

GUIDELINES FOR CONSTRUCTION AND DEMOLITION DEBRIS

BACKGROUND

Waste generated every time a building is constructed or demolished. This is known as Construction and Demolition (C&D) Debris, this waste often contains bulky, heavy materials, including concrete, wood, asphalt, gypsum, metals, bricks and plastics. C&D Debris also includes salvaged building components such as doors, windows and plumbing fixtures.

CALGREEN CONSTRUCTION WASTE MANAGEMENT REQUIREMENTS

Summary Created by CalRecycle

WASTE DIVERSION REQUIREMENT

Newly constructed building and demolition projects shall divert from the landfill at least 65% of the construction materials generated during the project.

All locally permitted additions and alterations to **non-residential** buildings or structures shall divert from the landfills at least 65% of non-hazardous construction and demolition materials.

Additions and alterations to **residential** buildings that increase structure's conditioned area, volume or size are required to meet the 65% minimum diversion requirement.

METHODS OF COMPLIANCE

Enforcing agencies can require contractors to develop and maintain a waste management plan and document diversion and disposal.

Utilize a waste management company that certifies a minimum 65% diversion.

Waste stream reduction alternative.

- Non-residential new construction projects with a combined disposal weight of ≤ 2 lbs./ft² may be deemed to meet the 65% minimum diversion requirement .
- Residential low rise (3 stories or less) with a combined weight of new construction disposal ≤3.4 lbs./ ft² may be deemed to meet the 65% minimum diversion requirement.

THREE EASY STEPS

Before you receive a building permit you must tell the City how you will handle the project's waste stream. The (C&D) recycling ordinance will require that every construction project that produces over eight cubic yards of material and building renovation projects greater than 1,000 square feet must recycle at least 65% of all construction debris. Forms will be located at the building department.

Where ever your waste is taken, make sure you get an original receipt from each facility and each load that they handle. You must submit all original recycling and disposal receipts to Mid Valley Disposal at 401 W. Olive Ave. Suite 1, Madera, CA. 93637 before Final Inspection Approval.

Any property owner, developer or individual who does not comply with any requirement of the construction and demolition debris recycling provisions may be assessed an administrative penalty for non-compliance. The amount of penalty assessed may be up to one thousand dollars ($1,000.00) for each event. Without payment of fees, final occupancy, acceptance of subdivision or sign off on demolition permit will not be granted.

NOTE:

A. Building Permit will not be issued without the waste handling method being identified.

B. Final Inspection will not be completed, and the project will not be approved without original waste handling receipts being received and approved by Mid Valley Disposal.

C. There is a $1,000.00 penalty for failure to recycle 65% of the projects waste stream.

City of Madera
Construction and Demolition
Recycling Program

HOW DO I COMPLY WITH THE CITY C&D ORDINANCE AND CAL GREEN CODE

All customers that come in to the Building Department to pull a permit should receive a C&D packet (Debris Management Report, C&D brochure, and applicant guide).

The Solid Waste Division will ask the customer if material from their project will be hauled to the landfill.

1. Provide customer with C&D packet. City ordinance requires any applicant that will generate 8 cubic yards or more of C&D material to divert at least 65% from landfill.

2. Contact Solid Waste staff at **559-661-5406 or Annette Kwock at** 559-365-8681 to answer any questions.

3. Customer should submit-completed DMR to the Solid Waste Division.
   Solid Waste Department - Keeps the white page of the DMR.

4. Customer should submit the "yellow" page of the DMR to the Building Department or to the Building Inspector on-site.

5. Final occupancy, acceptance of subdivision, or sign off on a demolition permit will not be granted until the completed DMR is submitted to the Building Department.

BUILDING DEPARTMENT COPY

DEBRIS MANAGEMENT REPORT

Submit completed form (in-person or by Certified Mail) to:
City of Madera
Building Department
205 W. 4th St.
Madera, CA 93637

FINAL OCCUPANCY, ACCEPTANCE OF SUBDIVISION, OR SIGN OFF ON DEMOLITION PERMIT WILL NOT BE GRANTED UNTIL COMPLETED REPORT IS SUBMITTED

APN:_____ Building Permit #:_____

Owner Name:_____

Jobsite Address:_____ Owner Phone: (____)_____

Jobsite Contact:_____ Jobsite Contact Phone: (____)_____

MATERIAL		Recycle	Dispose	ACTUAL FACILITIES/SERVICE PROVIDERS USED	WEIGHT (TONS)
Concrete/Asphalt					
Brick					
Cardboard					
Paper/Plastic					
Stucco					
Dry Wall					
Lumber/Wood					
Roof Shingles					
Dirt/Plant/Tree Debris					
Metal					
Mixed C & D					
Trash					
Other:_____					

Total tons of materials disposed (not recycled): _____

Total tons of materials (recycled): _____

Percent recycled/reused: _____ %

Please attach all copies of receipts, weight tags, or other verifying documentation for all materials that were reused, recycled or disposed.

Please sign and date indicating that the above information is true and correct to the best of your knowledge:

_____ _____
Owner Signature Date

REMINDER: PLEASE KEEP ALL RECYCLING, C&D AND LANDFILL, RECEIPTS! All landfill tickets must have a permit # and construction site address written on them. These receipts will be necessary for the Debris Management Report which must be submitted to City of Madera Building Dept. prior to issuance of final occupancy or acceptance of subdivision.

White - Mid Valley Disposal • Pink - Customer • Yellow - Building Dept.

Construction and Demolition Debris
Recycling Application

PROJECT INFORMATION					
Project Location:			Contractor:		
Applicant:			Mailing Address:		
Building Type (i.e. single family):			Phone:	Fax:	
Will this project involve the use of sub-contractors?			Form of Disposal:	☐ Roll-Off	☐ Self-Haul
Type of Project:	☐ New Construction	☐ Demolition	☐ Renovation	☐ Re-Roof	
Expected Project Start Date:			Expected Project Completion Date:		
☐ Single (3 or more homes)	Project Valuation($):		☐ Multi-Family (4 or more units)	Project Valuation($):	
Project Title:			Project Title:		
Address:		Lot #:	Address:		Lot #:
Address:		Lot #:	Address:		Lot #:
Address:		Lot #:	Address:		Lot #:
Address:		Lot #:	☐ Commercial (> or = 1000 sq. ft.)	Project Valuation($):	
Address:		Lot #:	Address:		Lot #:
Address:		Lot #:	Address:		Lot #:

ADMINISTRATIVE FEE & SECURITY DEPOSIT	CITY USE ONLY		
C&D Administration Fee: Collected with building permit application	Date Administration Fee Paid:	Cash: $_____	Check#:
Total # of permits on this plan _____X $150 each = C&D Fee: $_____	Received by:		
C&D Security Deposit: Collected by separate payment	Date Security Deposit Paid:	Cash: $_____	Check#:
Project Sq. Ft. _____ X $0.25 = Security Deposit: $_____	Received by:		
Note: Minimum Deposit = $250.00/ Maximum Deposit = $5000.00			

FOR OFFICE USE ONLY		
☐ Plan Complete	A. Total Tons, Recycled & Reused	
☐ Plan Incomplete	B. Total Tons, Recycled & Reused, Disposed	
☐ Plan Approved	Diversion Rate (A/B) =	
☐ Plan Denied	If diversion rate > 65%, refund equals	
☐ Project Exempt	diversion _____% x Deposit $_____ =	_____
Reviewed/Received By:		
Date:		

I have read the C&D Ordinance. I acknowledge that I am responsible for compliance with the C&D Ordinance and CAl Green Code. A permit(s) will not be issued until all requirements under the C&D Ordinance are met and the applicable fees are paid. Cal Green Building Code Requires 65% diversion of waste from construction and demolition projects.

Applicant Signature: _____ Date: _____

APPENDIX C
CITY WATER REQUIREMENTS

CONSTRUCTION WATER METER RENTAL

In order to rent a construction water hydrant meter the following criteria needs to be met:

1. Your project must be within the Madera city limits. Please contact City of Madera – Public Works Dept @ (559) 661-5466 to confirm criteria for this item is met.
2. Your company must have a **current** City of Madera business license and provide verification of same. If your company needs to obtain a City of Madera business license, please contact Brandi Garcia – City Finance Dept, BL Div @ (559) 661-5408 for further information & fees.

A Construction Water Meter application can be completed (highlighted sections only) using the form provided below and then submitting it to the Public Works Dept along with the following fees. If you are not sure of the meter "location" it can be filled in before we actually set the meter. The meter deposit is **$1,700.00** + a meter set fee of **$76.41** for a total initial cost of **$1,776.41.** If paying by check please make it payable to**:** City of Madera. **The Contractor will only be responsible for the meter deposit fee. All other fees will be covered by the City.**

Please note there is a 24-hour notice requirement for setting a construction water meter.

The City of Madera - Public Works Dept Office is located @ 1030 S. Gateway Drive, Madera, CA 93637. The office is open M-F from 7:00am to 4:00pm. The City Finance Dept window is open from 9:00am to 4:00pm.

Water is calculated @ $0.86 / 100 cubic feet of water used, $23.55 monthly service charge, and $1.00/day meter rental. There is a charge of $76.41 if the contractor requests the meter be relocated at any time during their meter rental period. Additionally, there is a $60.00 idle assigned meter charge if the contractor does not use any water during the rental month.

Our Water Maintenance personnel read the active construction water meter rentals each month around the 21st, I then prepare the charges and submit them to our Finance Dept who will mail out the invoice.

Once your company is finished with the construction water meter, simply call Public Works and we will request the meter be read and picked up. Any final charges and/or refunds of the deposit will then be issued from the City Finance Department.

REV. 7/8/15 IV

To: Finance Department Finance Acct. #: _____

From: Public Works Business License Acct. #: _____

Date: _____

Subject: Temporary Water Meter Application and Usage Report

Billing Period: _____

Contractor: _____

_____

_____

Contact: _____ Phone: _____

_____ **$1,700.00 Deposit Paid (Account 2680-9515)**

_____ Return Deposit to Contractor

_____ Retain Deposit for Future Use

Meter Number: _____ Location: _____

Meter Set Date: _____ Meter Removal Date: _____

Backflow Test Results: Serial # _____ _____ _____ _____

Initial

Beginning Meter Reading: _____ Date: _____

Monthly/Final Reading: _____ Date: _____

Below this Line for Finance Use Only

Convert from Gals. To Cubic Usage: 0 / 7.489 = 0 Cubic Feet

Cubic Feet Divided by 100: 0 x 0.86 = $0.00

Uniform Monthly Service Charge: $23.55

**Total Monthly Charge:* _____

**Total Monthly Charge:*	Account 2620-8206	WAUSE	$0.00
Amortization Fee:	Account 2620-8220 ($1/day)	AMORT	$0.00
Meter Set Fee:	**Account 2620-8221 ($76.41)**	SET	**$76.41**
Meter Relocation Fee:	Account 2620-8221 ($76.41)	SET	$0.00
Idle Assigned Meter Chg:	Account 2620-8220 ($60.00)		$0.00
	Total Amount Due	**CHECK #** _____	**$1,776.41**

NOTICE: City of Madera Policy is to lock the industrial water meter onto the hydrant at the specified location. Once the meter is locked onto the hydrant it is not to be moved by the contractor. Contractors are held responsible for meters. If the meter is damaged, lost or stolen, the contractor will be charged for repair and/or replacement of the meter.

CONTRACTORS MAY REQUEST THAT CITY RELOCATE CONSTRUCTION METER TO A NEW JOB SITE LOCATION WITHIN THE CITY. THE CURRENT RELOCATION FEE WILL BE CHARGED FOR THIS SERVICE. ALL METER SET REQUESTS (INCLUDING RELOCATIONS) REQUIRE A 24/HR. ADVANCE NOTICE. CALL PUBLIC WORKS: (559) 661-5466. TO INSURE METER SAFETY THE CONTRACTOR IS ENCOURAGED TO ADD HIS OWN LOCK TO THE HYDRANT. (REV. 7-08-14 iv)

Appendix D
MID VALLEY DISPOSAL RATES

MID-VALLEY DISPOSAL RATES

The rates for roll-off bin services and C&D services shall be set as listed below and are subject to annual increases at the first of each calendar year based on the CPI referred to in the original Agreement:

Delivery - $79.00 for delivery of a Roll-off bin
Haul Charges:
10 yard Roll-off bin - $131.50 each time the bin is hauled away
20 yard Roll-off bin - $147.25 each time the bin is hauled away
30 yard Roll-off bin - $163.25 each time the bin is hauled away
40 yard Roll-off bin - $179.00 each time the bin is hauled away
50 yard Roll-off bin - $194.75 each time the bin is hauled away

Composting - $200.00 shall be charged for green waste material in addition to hauling and delivery charges.

Solid Waste Disposal - $41.00/ton shall be charged for solid waste material in addition to hauling and delivery charges.

C&D Recycling - $48.00/ton shall be charged for processing C&D material in addition to Hauling and delivery charges.

APPENDIX E

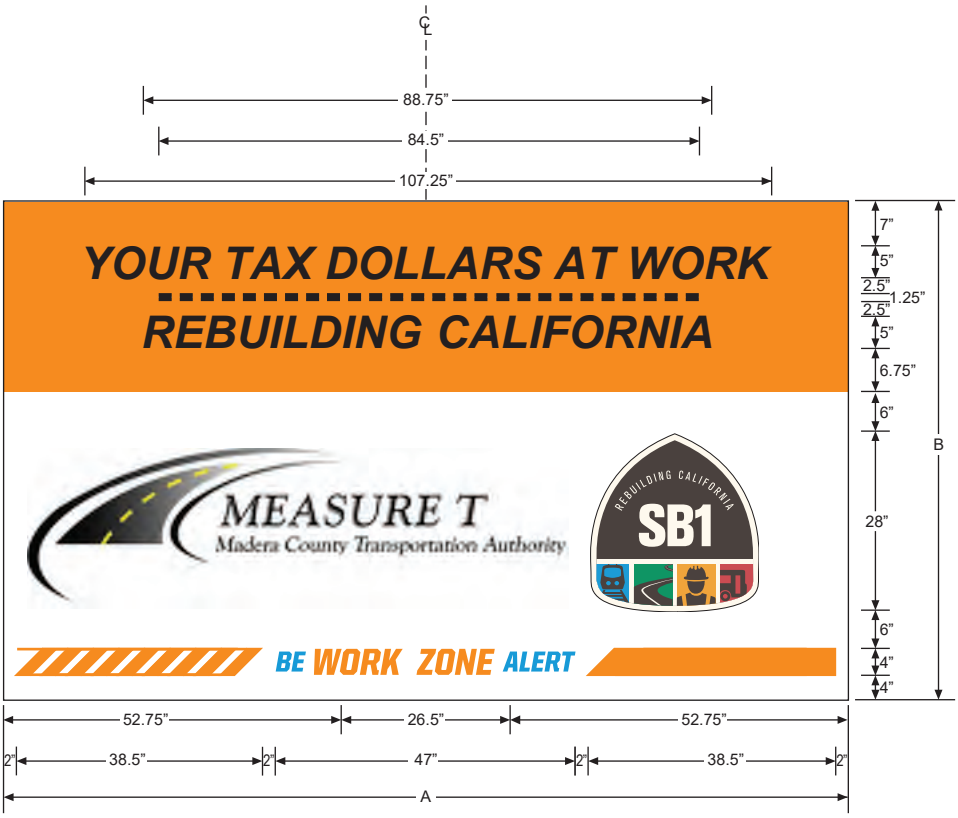
RESERVED

APPENDIX F

RESERVED

APPENDIX G

FUNDING SIGN



NOTES:

1. Provided dimensions are for the 132"x78" sign panel.
   For the 96"x60" sign panel, multiply each horizontal dimension of the 132"x78" sign panel by approximately 0.728 and each vertical dimension by approximately 0.769. Adjust spacing as needed.
   For the 48"x30" sign panel, multiply each horizontal dimension of the 132"x78" sign panel by approximately 0.364 and each vertical dimension by approximately 0.385. Adjust spacing as needed.
2. Use when the project involves Senate Bill 1 funds.

C48 (CA)

ENGLISH UNITS

A	B
132	78
96	60
48	30

USE THIS SIZE

COLORS: LEGEND - BLACK (ARIAL BOLD ITALIC IN HEADER)
BACKGROUND - WHITE AND FLUORESCENT ORANGE
SENATE BILL 1 LOGO - CMYK COORDINATES FOR SB1 LOGO ARE AS FOLLOWS:
BROWN (C 80%, M 80%, Y 80%, K 20%), LIGHT CREAM (C 0%, M 2%, Y 7%, K 0%),
BLUE (C 75%, M 23%, Y 1%, K 0%), GREEN (C 90%, M 20%, Y 80%, 0%),
YELLOW GOLD (C 0%, M 38%, Y 85%, K 4%), RED (C 16%, M 84%, Y 65%, K 3%)
BE WORK ZONE ALERT RIBBON: PANTONE #299 BLUE AND ORANGE
SEE VECTOR GRAPHIC FILES FOR SB1 LOGO AND BE WORK ZONE ALERT GRAPHIC
ALL COLORS TO BE RETROREFLECTIVE, EXCEPT FOR BLACK

CITY OF MADERA

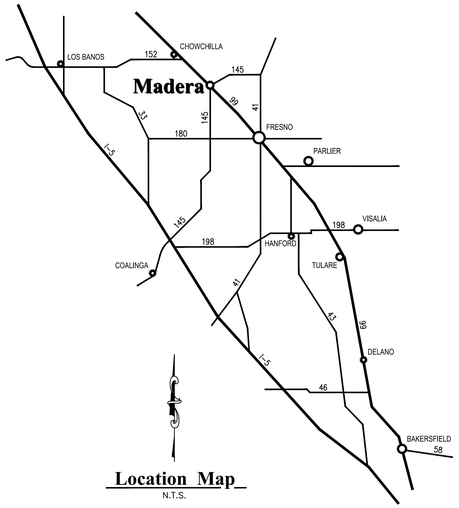
CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION

CITY PROJECT NO. R - 000099

2020-21 SB-1 (RMRA) SEALS AND OVERLAY

CITY PROJECT NO, R-000079



Location Map
N.T.S.

GENERAL NOTES:

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), 2014 LATEST EDITION, AND THE LATEST EDITION OF THE CITY OF MADERA STANDARD PLANS AND SPECIFICATIONS.

2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS, AND SHALL PROVIDE PROTECTION PRIOR TO, DURING AND AFTER TRENCHING, JACKING AND OR/BORING. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA), TOLL FREE AT (800) 642–2444, AT LEAST 48 HOURS BEFORE BEGINNING WORK.

3. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED TO PERFORM THE WORK AND SHALL ABIDE BY THE CONDITIONS OF THE PERMITS AND SHALL PERFORM ALL WORK ORDERED BY SAID PERMITS IN CONFORMANCE THEREWITH AND AS DIRECTED BY THE ENGINEER.

4. TRAFFIC CONTROL PLANS SHALL CONFORM TO THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES (LATEST EDITION). TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE CITY ENGINEER 2 WEEKS PRIOR TO THE START OF CONSTRUCTION.

5. THE CONTRACTOR SHALL NOTIFY ALL RESIDENCES AND BUSINESSES AFFECTED BY THE WORK OF THIS CONTRACT 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE EVIDENCE TO THE CITY WHEN SUCH NOTIFICATION HAS BEEN MADE.

6. A PRE–CONSTRUCTION MEETING WITH THE CITY ENGINEER SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION.

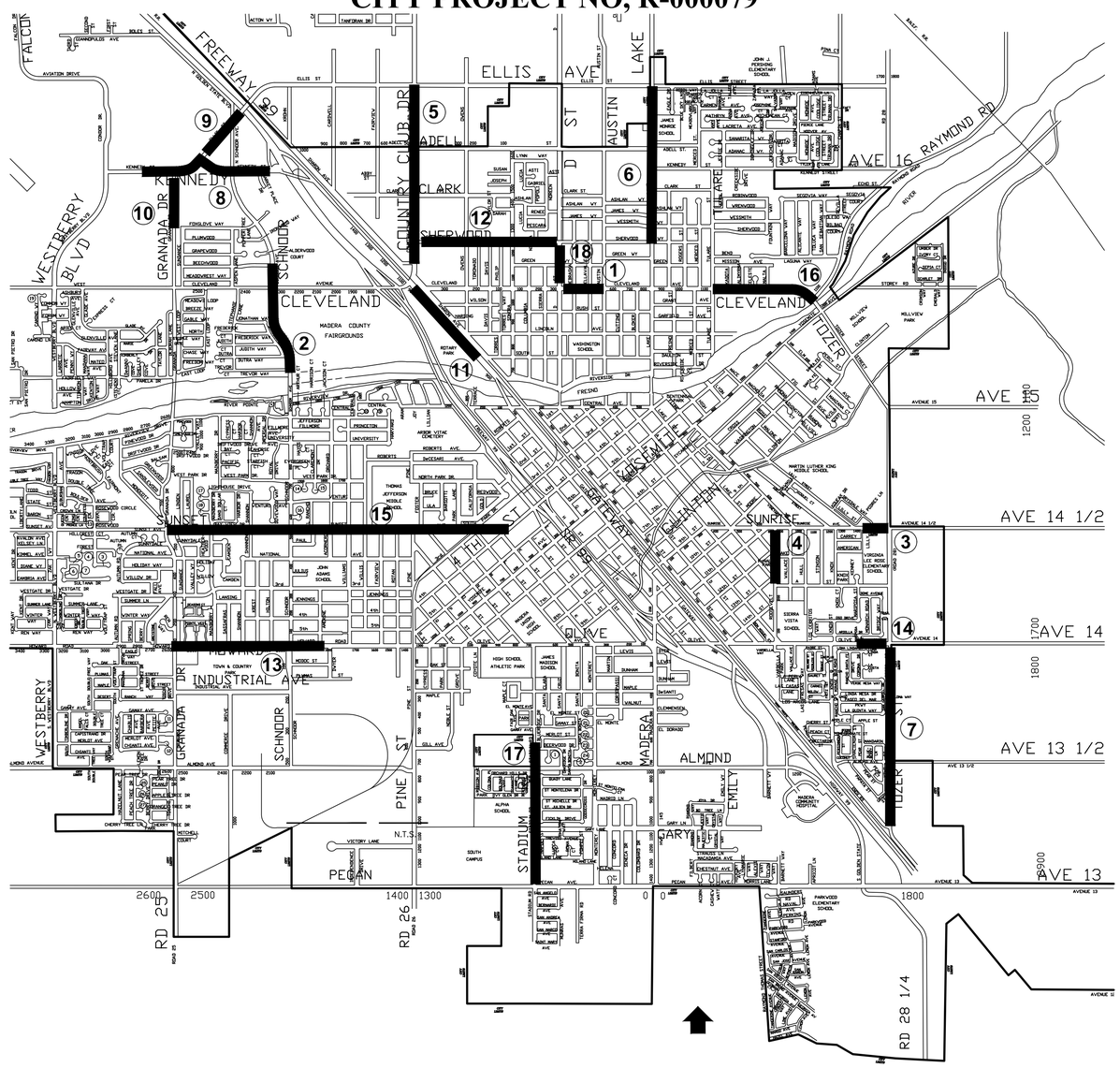
7. DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING ALIGNMENT AND VERTICAL CONTROL OF THIS PROJECT, AND VERIFY ACTUAL DIMENSIONS, PROFILE GRADE AND CROSS–SLOPE.

8. CONTRACTOR SHALL PHOTO DOCUMENT EXISTING STRIPING AND PAVEMENT MARKING PRIOR TO BEGINNING WORK. ANY STRIPING DAMAGED OUTSIDE THE SCOPE OF WORK SHALL BE REPLACED.

9. CONTRACTOR SHALL NOTIFY NEARBY SCHOOLS &/OR BUS ROUTES TO THE SITE PRIOR TO ANY ROAD OR LANE CLOSURES DUE TO THE WORK BEING PERFORMED.

CONTACTS

CITY ENGINEER: KEITH HELMUTH	559–661–5418
PROJECT MANAGER: ALEXIS RAYMUNDO	559–661–5418
ASST. PROJECT MANAGER: DAVID GOMEZ	559–661–5418
STREET DEPARTMENT: JAMIE HICKMAN	559–662–4946
CITY ELECTRICAL FACILITIES: COLE SCROGGINS	559–661–5490
PUBLIC WORKS	559–661–5466
POLICE DEPARTMENT	559–674–5611
FIRE DEPARTMENT	559–661–5497
PACIFIC GAS & ELECTRIC	800–743–5000
COMCAST (CABLE)	559–656–6000
AT&T	800–241–3624
SPRINT	800–521–0579
CENTURY LINK	800–526–3557
UNDERGROUND UTILITY LOCATING SERVICE	800–642–2444



Vicinity Map
N.T.S.

ELLEN DOBBS BITTER 8/18/2026 DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

48 HOURS BEFORE EXCAVATING CALL "U.S.A." TOLL FREE 800-227-2600 UNDERGROUND SERVICE ALERT

CONSTRUCTION CONTRACTOR ACCEPTS THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND SUPERVISION RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

SHEET INDEX

PROJECT R-99 BASE BID SCHEDULE A

SHEET NO.	SITE NO.	DESCRIPTION	
1		COVER	
2	1	CLEVELAND AVENUE	STA. 10+00 TO 19+72
3	2	SCHNOOR AVENUE	STA. 10+00 TO 15+00
4	2	SCHNOOR AVENUE	STA. 15+00 TO 25+50
5	2	SCHNOOR AVENUE	STA. 25+50 TO 36+61
6	3	SUNRISE AVENUE	STA. 10+00 TO 15+87.7
7	4	ROOSEVELT AVENUE	STA. 10+00 TO 23+12
8	5	COUNTRY CLUB DRIVE	STA. 10+00 TO 22+50
9	5	COUNTRY CLUB DRIVE	STA. 22+50 TO 35+50
10	6	LAKE STREET	STA. 10+00 TO 23+00
11	6	LAKE STREET	STA. 23+00 TO 36+00
12	6	LAKE STREET	STA. 36+00 TO 46+00
13	7	TOZER STREET	STA. 10+00 TO 22+50
14	7	TOZER STREET	STA. 22+50 TO 35+50
15	7	TOZER STREET	STA. 35+50 TO 48+50
16	7	TOZER STREET	STA. 48+50 TO 52+39
17	8	KENNEDY STREET	STA. 10+00 TO 22+00
18	8	KENNEDY STREET	STA. 22+00 TO 33+50
19	8	KENNEDY STREET	STA 33+50 TO 34+52
20	9	ELLIS STREET	STA. 10+00 TO 20+02
21	10	GRANADA DRIVE	STA. 10+00 TO 23+49
22	11	GATEWAY DRIVE	STA, 10+00 TO 23+00
23	11	GATEWAY DRIVE	STA. 23+00 TO 30+97

PROJECT R-79 BASE BID SCHEDULE B

24	12	SHERWOOD AVENUE – GRIND AND REPLACE, MICRO SURFACE TYPE II	
25	12	SHERWOOD AVENUE – GRIND AND REPLACE, MICRO SURFACE TYPE II	
26	12	SHERWOOD AVENUE – MICRO SURFACE TYPE II	
27	13	HOWARD ROAD – MICRO SURFACE TYPE III	
28	13	HOWARD ROAD – MICRO–SURFACE TYPE III	
29	14	OLIVE AVENUE – GRIND AND REPLACE, MICRO SURFACE TYPE III	
30	15	SUNSET AVENUE – MICRO SURFACE TYPE III – STA. 10+00 TO 18+00	
31	15	SUNSET AVENUE – MICRO SURFACE TYPE III – STA. 18+00 TO 26+75	
32	15	SUNSET AVENUE – MICRO SURFACE TYPE III – STA. 26+75 TO 39+00	
33	15	SUNSET AVENUE – MICRO SURFACE TYPE III – STA. 39+00 TO 61+00	
34	15	SUNSET AVENUE – GRIND AND REPLACE, MICRO SURFACE TYPE III	
35	15	SUNSET AVENUE – MICRO SURFACE TYPE III – STA. 73+50 TO 81+88	
36	16	CLEVELAND AVENUE – GRIND AND REPLACE, MICRO SURFACE TYPE III	
37	16	CLEVELAND AVENUE – GRIND AND REPLACE, MICRO SURFACE TYPE III	
38	17	STADIUM ROAD – GRIND AND REPLACE, MICRO SURFACE TYPE III	
39	17	STADIUM ROAD – GRIND AND REPLACE, MICRO SURFACE TYPE III	
40	18	D STREET – GRIND AND REPLACE	

FY24 REHAB. AND RECONSTRUCTION - CITY PROJECT NO. R-000099
2020-21 SB-1 (RMRA) SEALS AND OVERLAYS - CITY PROJECT NO. R-000079
COVER

THE CITY OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

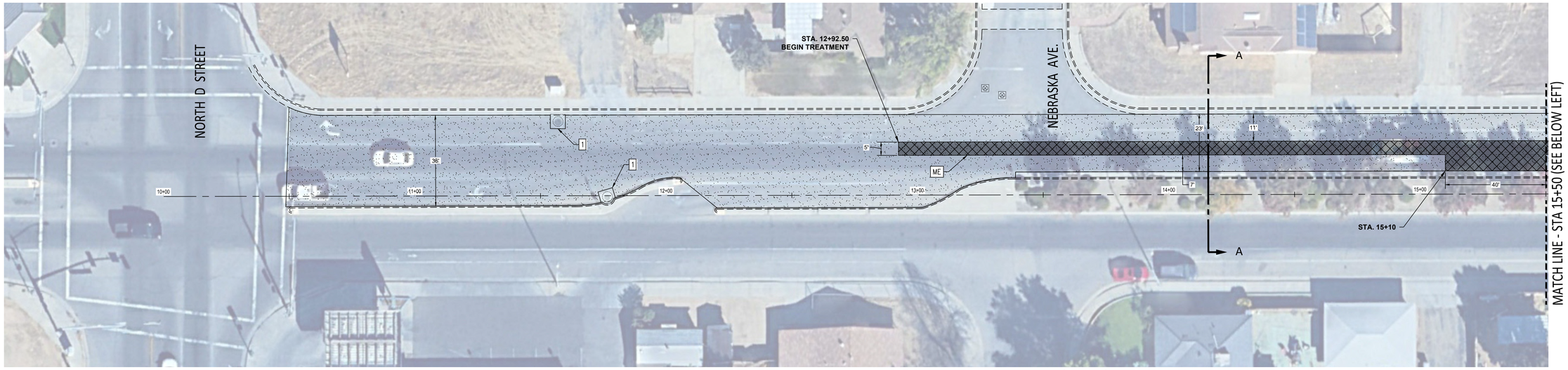
SHEET 1 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

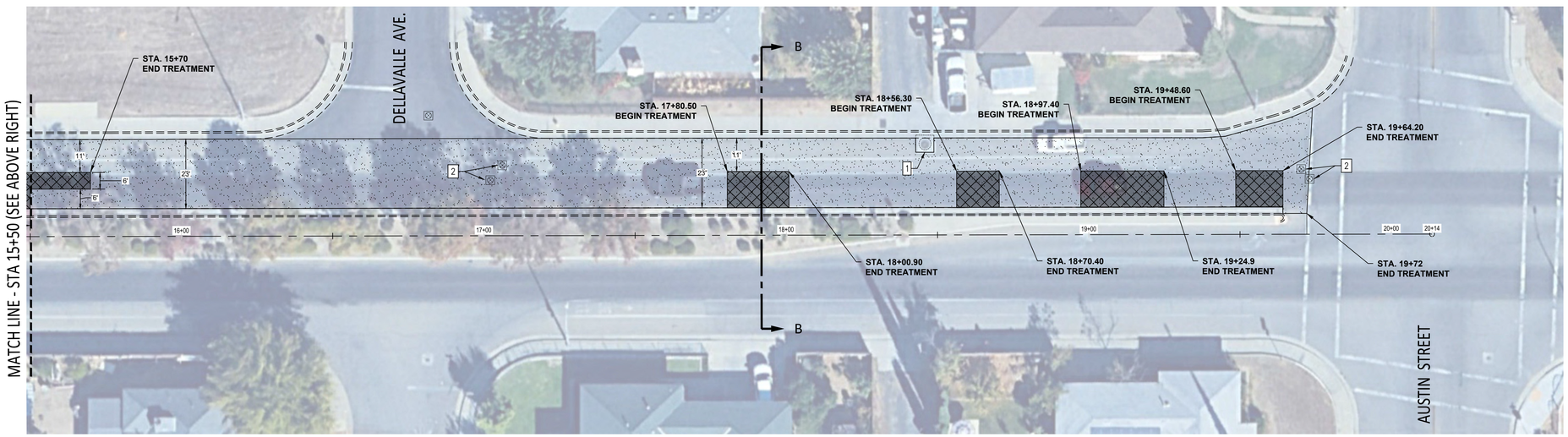
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2026,1:34 PM
S:\CIP\PROJECTS\R-000099-2024 STREET PROJECTS\PLANS COMBINED\PLANS\R-99&R-79 COMBINED CURRENT CAD FILES\R-99 & R-79 COVER .DWG



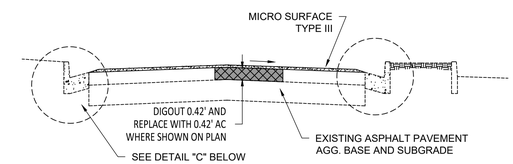
CLEVELAND AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 1)

SCALE: 1" = 20'

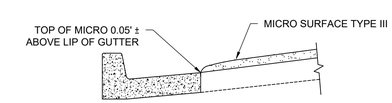


CLEVELAND AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 1)

SCALE: 1" = 20'



SECTION A-A
CLEVELAND AVENUE
STATION 12+92.5 TO STA 15+70
NTS



DETAIL "C"
GUTTER LIP
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

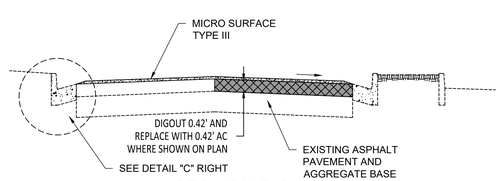
CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



SECTION B-B
CLEVELAND AVENUE
STA. 17+80.5 TO 18+00.9
STA. 18+56.3 TO 18+70.4
STA. 18+97.4 TO 19+24.9
STA. 19+48.6 TO 19+64.2
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER
ELLEN DOBBS BITTER
No. 53951
CIVIL
STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
CLEVELAND AVENUE - STA 10+00 TO 20+14

The Heart of MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 2 OF 40 SHEETS

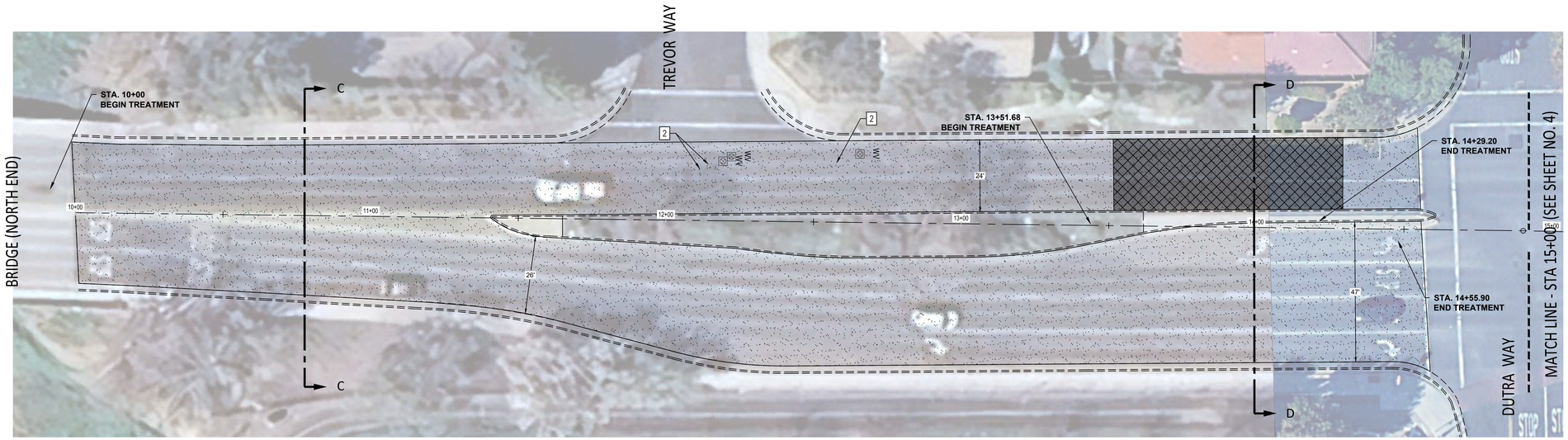
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION

INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

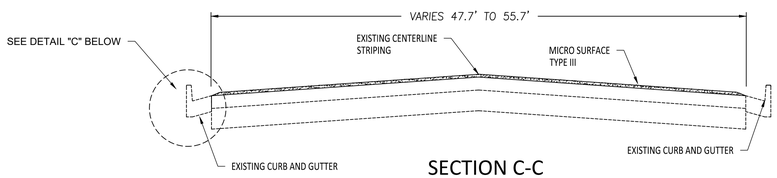
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2026 3:56 PM
S:\CIP\CIP PROJECTS\R-00099\24 STREET PROJECT\PLANS\COMBINED\PLANS\R-99&R-79 COMBINED\CURRENT CAD FILES\R-99 STREET IMPROVEMENT DOCIMPRE DRT35 99% AR

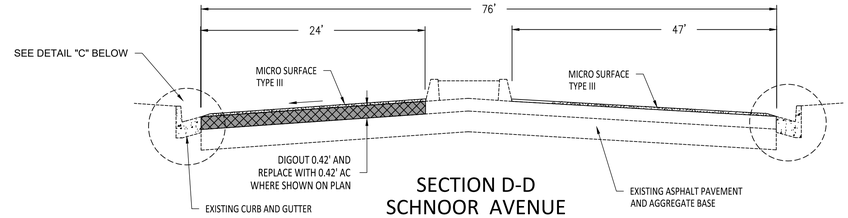


SCHNOOR AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE III - (SITE 2)

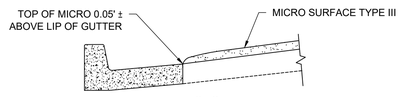
SCALE: 1" = 20'



SECTION C-C
SCHNOOR AVENUE
NORTH END OF BRIDGE - STATION 10+00 TO STA 11+40.8
NTS



SECTION D-D
SCHNOOR AVENUE
STATION 13+51.68 TO 14+29.20
NTS



DETAIL "C"
GUTTER LIP
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
SCHNOOR AVENUE - STA. 10+00 TO 15+00

THE CITY OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

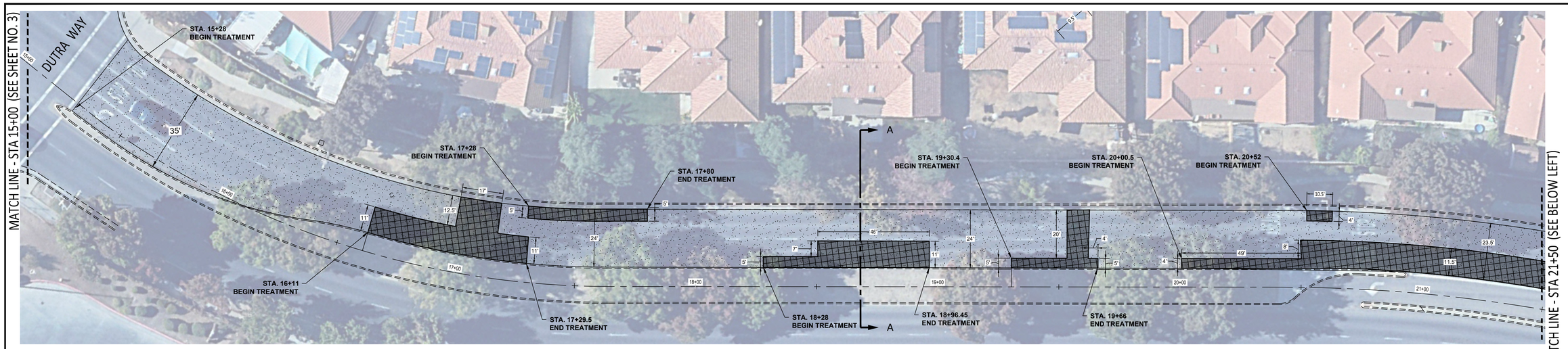
SHEET 3 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

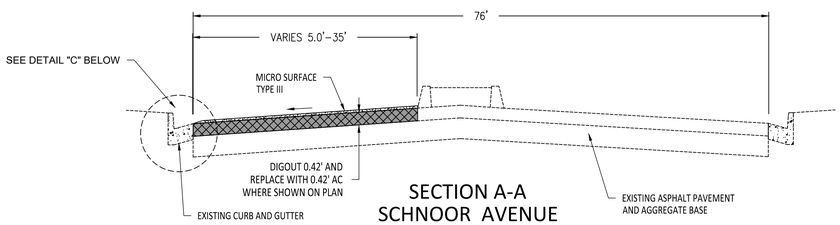
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-99

Aug/12/2026, 1:19 PM
S:\CIP\CIP PROJECTS\R-00099\R-00099 3214 STREET PROJECT\PLANS\COMBINED\PLANS\R-99 R-TRAX-TIS COMBINED\CURRENT CAD FILES\R-99 STREET IMPROVEMENTS 2COMBINE - 08T06 - 99% AR

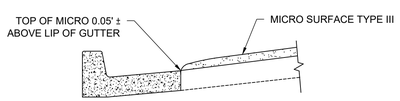


SCHNOOR AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE III - (SITE 2)

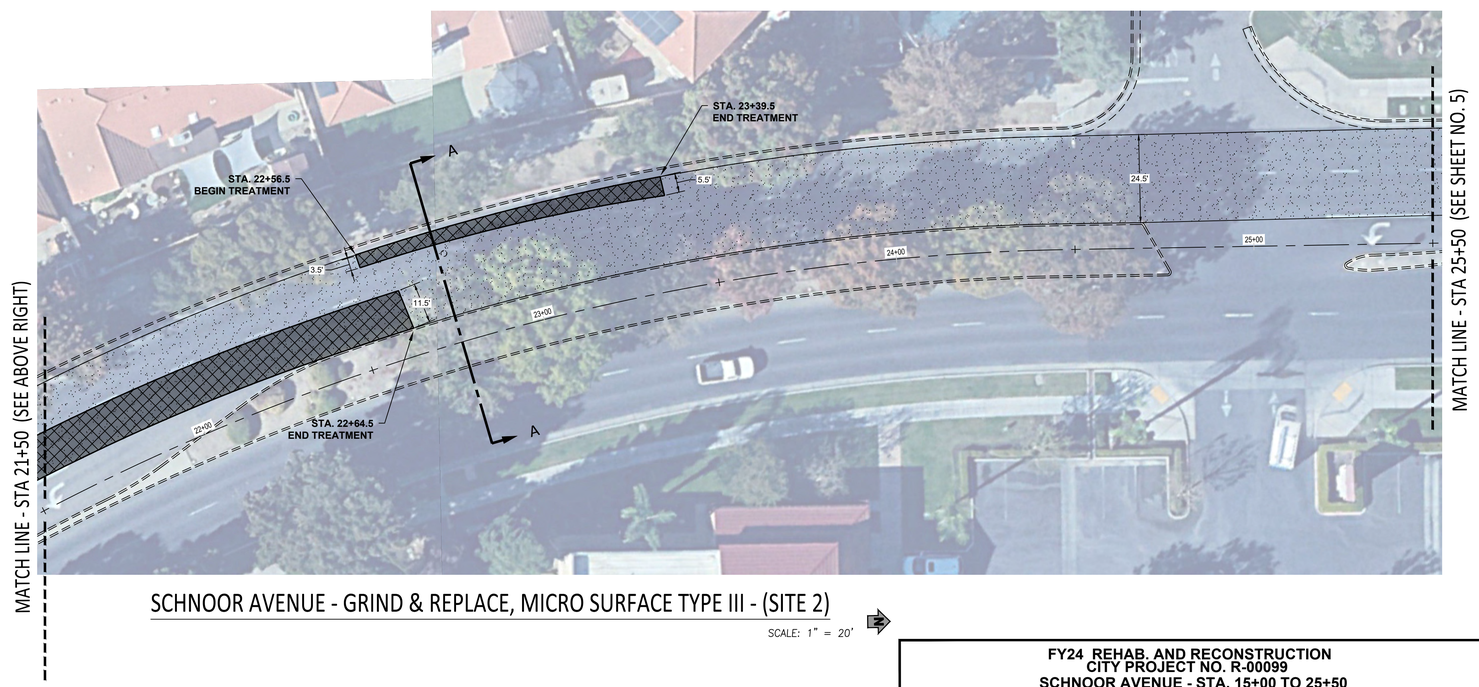
SCALE: 1" = 20'



SECTION A-A
SCHNOOR AVENUE
STATION 15+28 TO 23+39.5
NTS



DETAIL "C"
GUTTER LIP
NTS



SCHNOOR AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE III - (SITE 2)

SCALE: 1" = 20'

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP. REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
SCHNOOR AVENUE - STA. 15+00 TO 25+50

THE CITY OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 4 OF 40 SHEETS

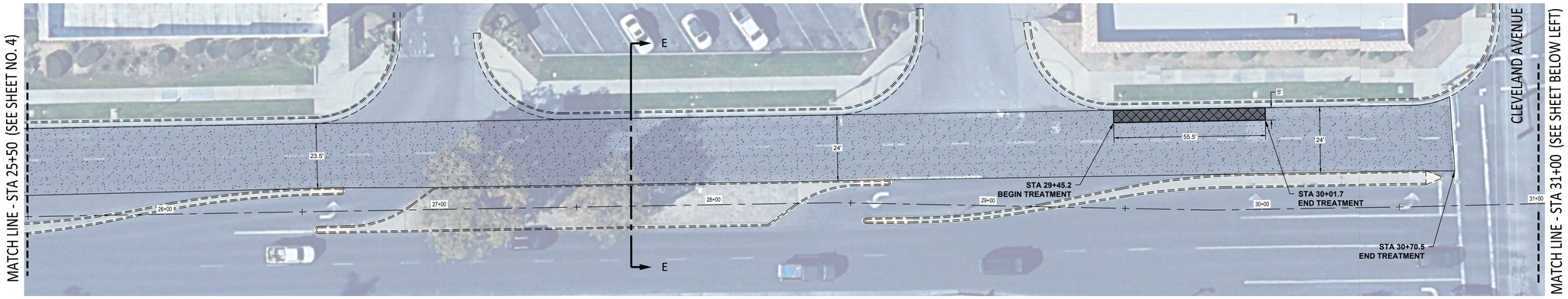
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION

INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

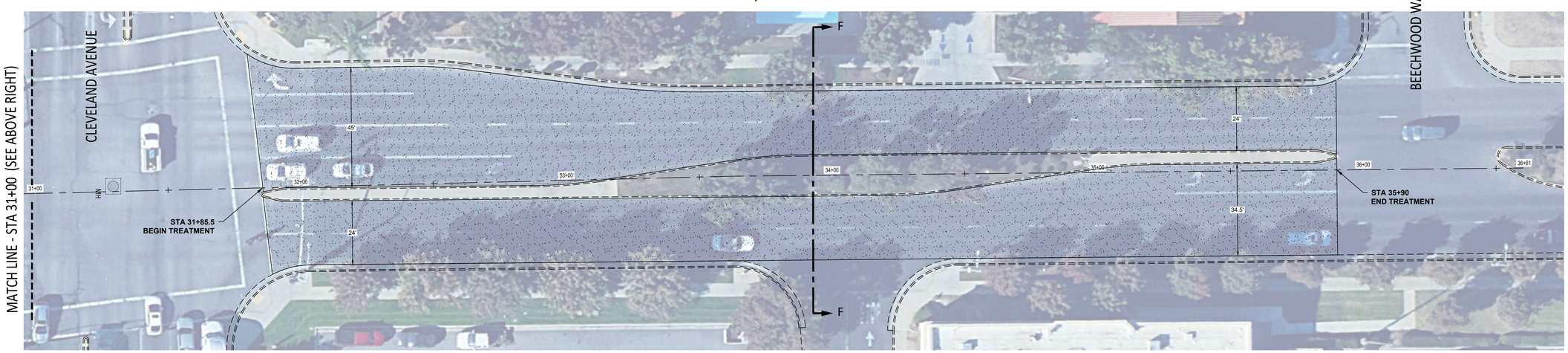
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2025 3:37 PM
S:\CIP\CIP PROJECTS\R-00099 SCHNOOR STREET PROJECT\PLANS\COMBINED\PLANS\R-99&R-79 COMBINE\CURRENT CAD FILES\R-99 STREET IMPROVEMENT 2\COMBINE DRT35-99&.AR



SCHNOOR AVENUE - MICRO SURFACE TYPE III - (SITE 2)

SCALE: 1" = 20'

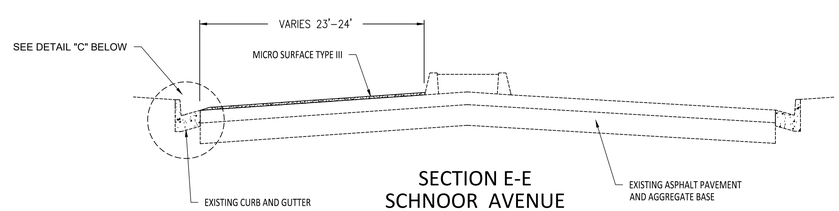


SCHNOOR AVENUE - MICRO SURFACE TYPE III (SITE 2)

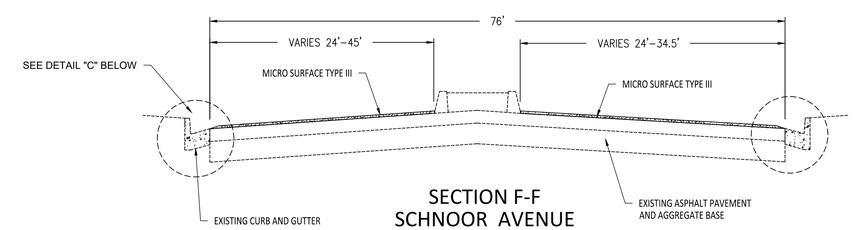
SCALE: 1" = 20'

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.



SECTION E-E
SCHNOOR AVENUE
STATION 23+39.5 TO 30+70.5
NTS



SECTION F-F
SCHNOOR AVENUE
STATION 31+85.5 TO 35+90
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

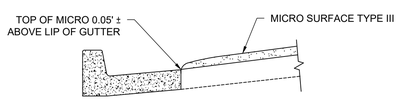
1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



DETAIL "C"
GUTTER LIP
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
SCHNOOR AVENUE - STA. 25+50 TO 36+61

TRUST IT MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 5 OF 40 SHEETS

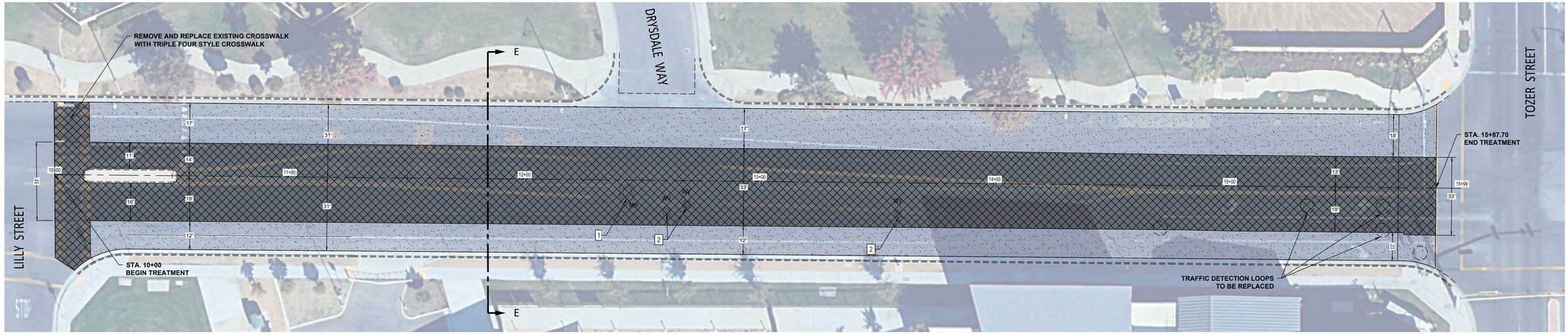
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION

INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

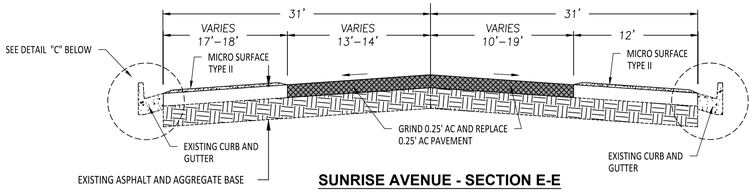
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2026 5:38 PM
S:\DEV\PROJECTS\R-00099-2024 STREET PROJECT\PLANS COMBINED\PLANS COMBINED\CURRENT CAD FILES\R-99 STREET IMPROVEMENT SCHNOOR 08\R25-99A.dwg

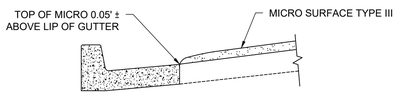


SUNRISE AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE II (SITE 3)

SCALE: 1" = 20'



SUNRISE AVENUE - SECTION E-E
FROM 10+00 TO 15+87.70
TYPICAL SECTION E-E
NTS



DETAIL "C"
GUTTER LIP
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP. REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER
ELLEN DOBBS BITTER
No. 53951
CIVIL
STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
SUNRISE AVENUE - STA. 10+00 TO 15+99

TRUST MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 6 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

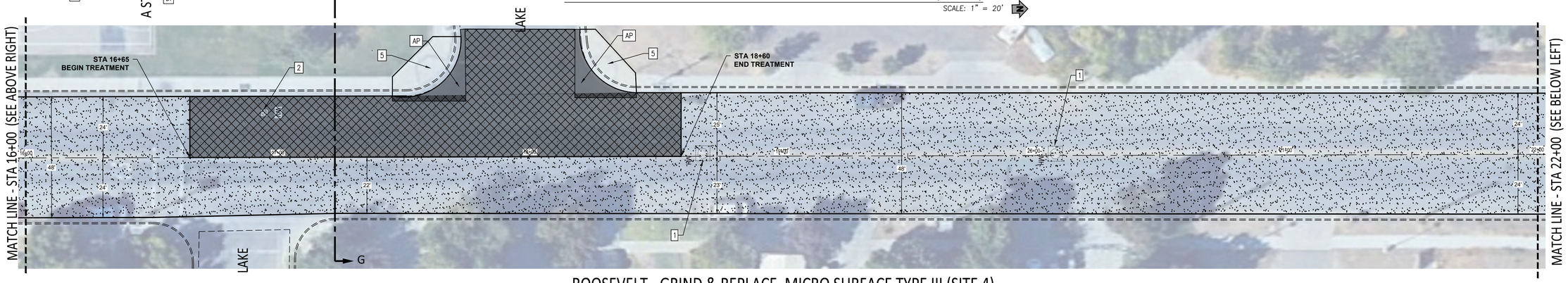
PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2025 3:38 PM
S:\CIP\CIP PROJECTS\R-00099-2024 STREET PROJECTS\AN\CONRINCE\PLANS\R-99&R-79 COMBINE\CURRENT CAD FILES\R-99 STREET IMPROVEMENT ZC\COMBINE 08TH5 99&.dwg

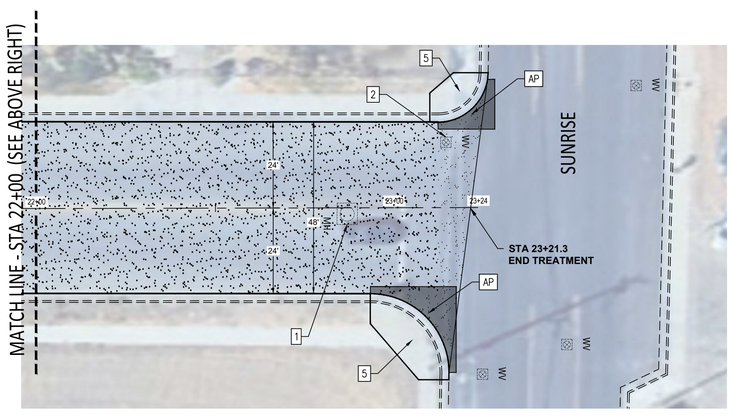
ROOSEVELT - GRND & REPLACE, MICRO SURFACE TYPE III (SITE 4)

SCALE: 1" = 20'



ROOSEVELT - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 4)

SCALE: 1" = 20'



ROOSEVELT - MICRO SURFACE TYPE II OR III (SITE 4)

SCALE: 1" = 20'

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

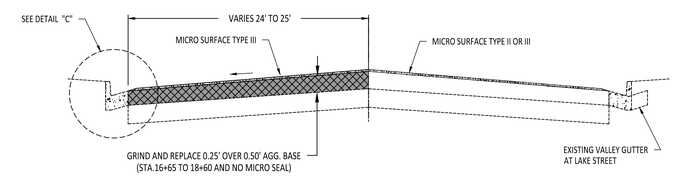
CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

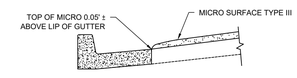
PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



ROOSEVELT - SECTION G-G
FROM STATION 10+00 TO 23+12
NTS



DETAIL "C"
GUTTER LIP
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
ROOSEVELT AVENUE - STA. 10+00 TO 23+21.3

THE CITY OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 7 OF 40 SHEETS

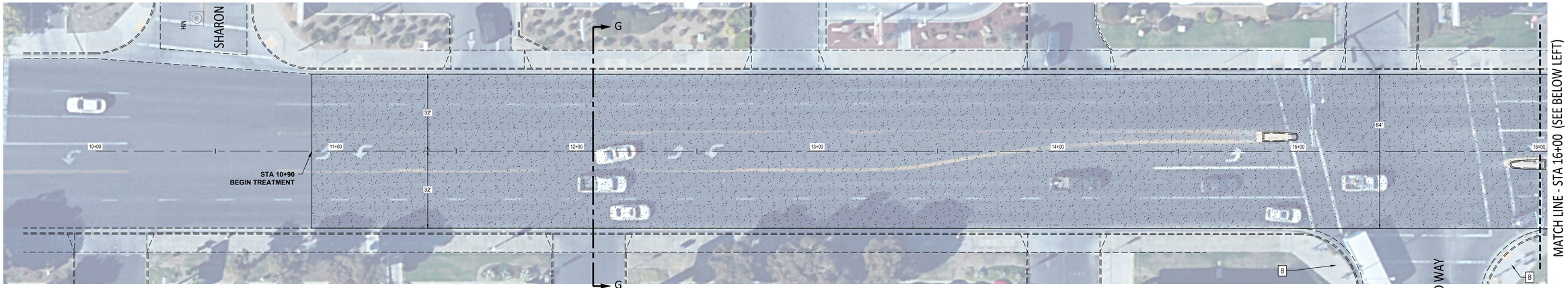
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION

INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

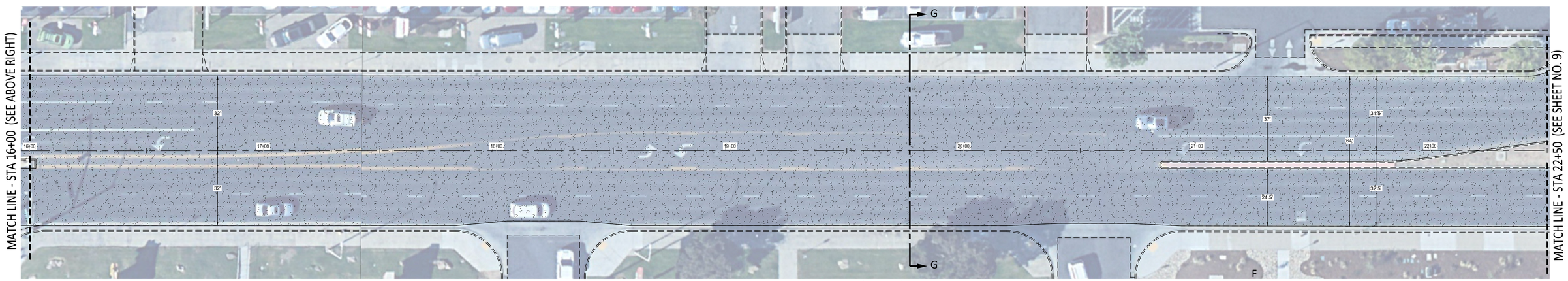
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-99

Aug/7/2025 5:38 PM
S:\CIP\P-PROJECTS\R-00099-2024 STREET PROJECT\PLANS COMBINED\FAX\R-99&R-79 COMBINED\CURRENT CAD FILES\R-99 STREET IMPROVEMENT SCOMBINE 08115-99N.AR



COUNTRY CLUB DRIVE - MICRO SURFACE TYPE III (SITE 5)

SCALE: 1" = 20'

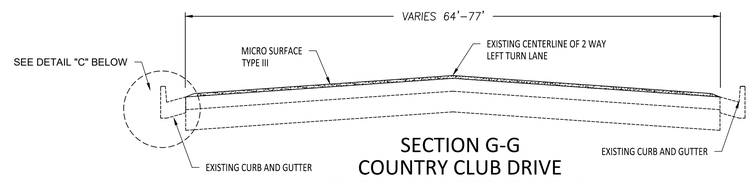


COUNTRY CLUB DRIVE - MICRO SURFACE TYPE III (SITE 5)

SCALE: 1" = 20'

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.



SECTION G-G
COUNTRY CLUB DRIVE
STATION 10+90 TO STA 20+84
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

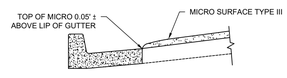
1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



DETAIL "C"
GUTTER LIP
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
COUNTRY CLUB DRIVE - STA. 10+00 TO 22+50

The Circle MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 8 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

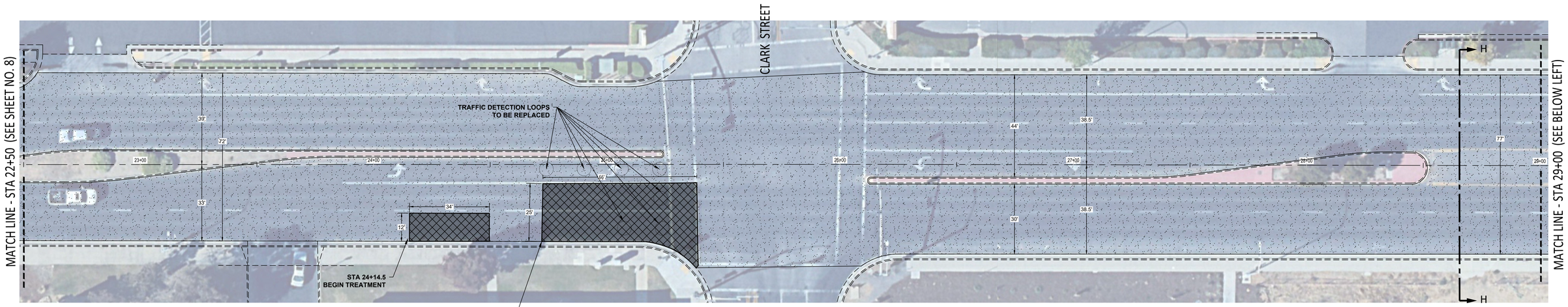
PLAN REVISION

INITIAL ISSUE DATE 11/04/2025

CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

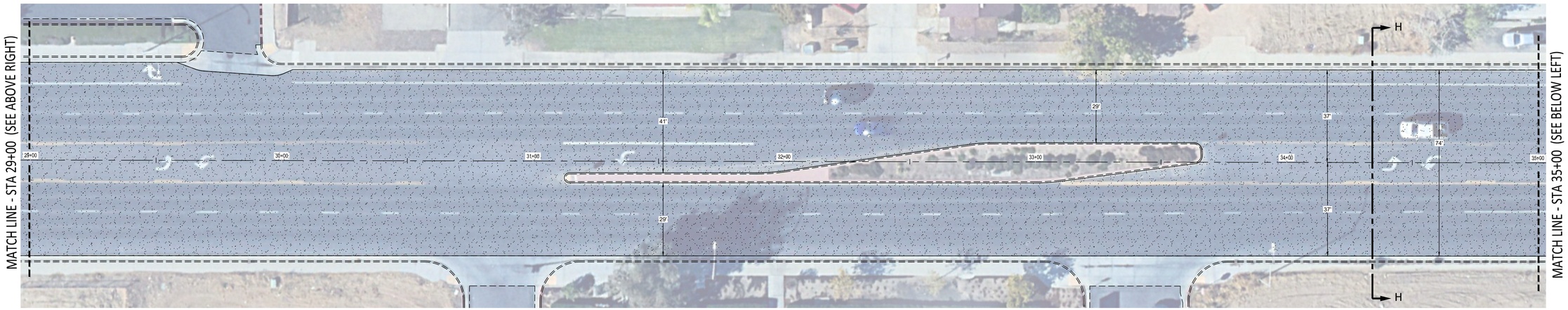
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-99

Aug/12/2026 5:38 PM
S:\CIP\P-PROJECTS\A-00099-2024 STREET PROJECT\PLANS\COMBINED\FAN\08-19\R-99-STREET IMPROVEMENT-SCOMBINE 08195-99N.AR



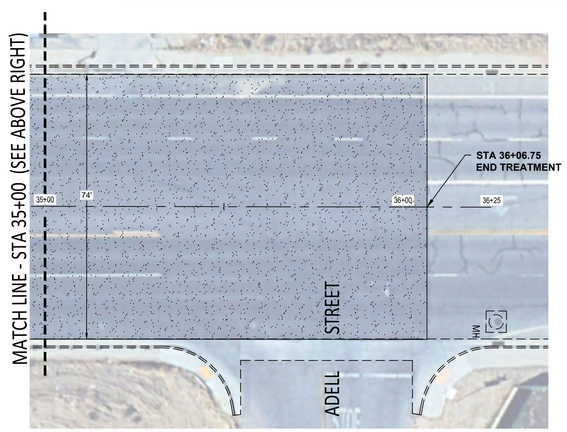
COUNTRY CLUB DRIVE - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 5)

SCALE: 1" = 20'



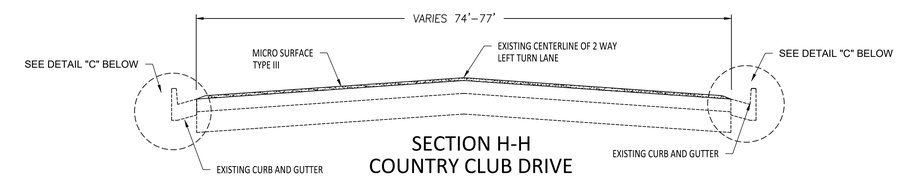
COUNTRY CLUB DRIVE - MICRO SURFACE TYPE III (SITE 5)

SCALE: 1" = 20'

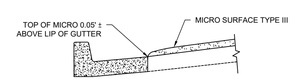


COUNTRY CLUB DRIVE - MICRO SURFACE TYPE III (SITE 5)

SCALE: 1" = 20'



SECTION H-H
COUNTRY CLUB DRIVE
STATION 28+51 TO STA 31+12.5
STATION 33+66.3 TO STA 36+06.75
NTS



DETAIL "C"
GUTTER LIP
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
COUNTRY CLUB DRIVE - STA. 22+50 TO 35+50

THE CITY OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 9 OF 40 SHEETS

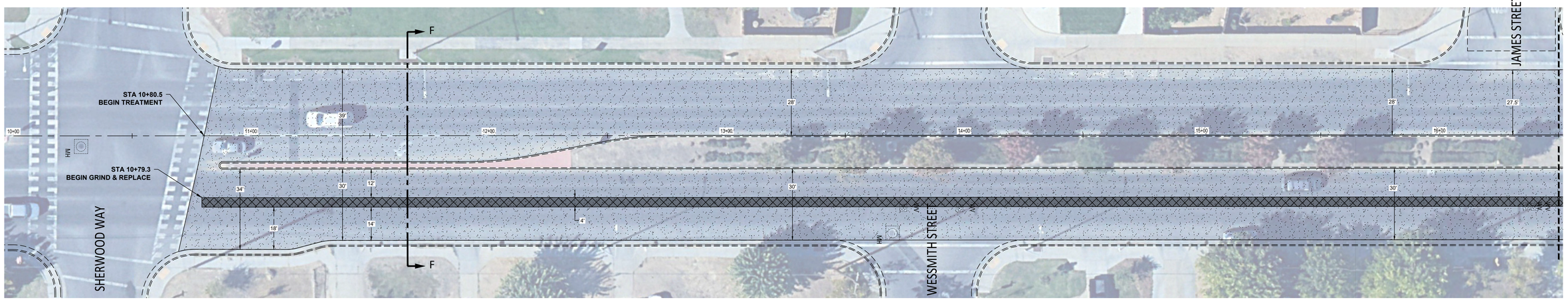
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION

INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

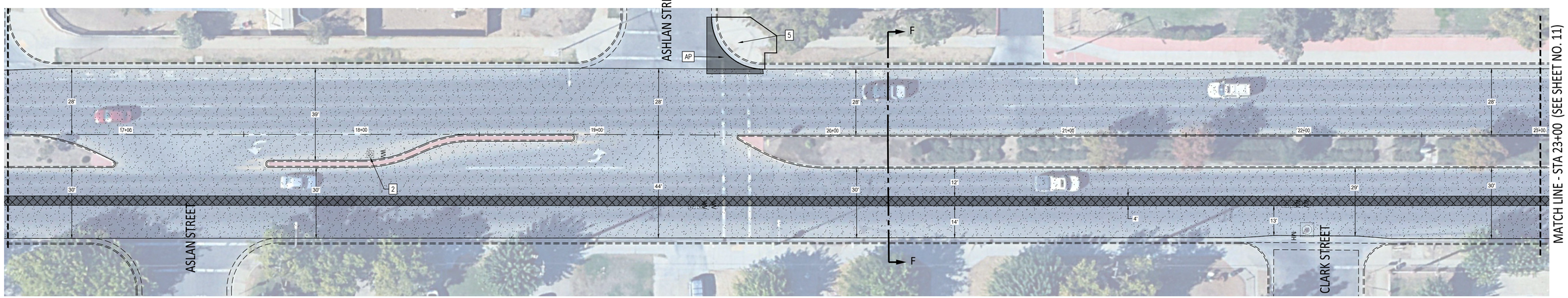
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES: DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2026 5:38 PM
S:\CIP\PROJECTS\R-00099-2024 STREET PROJECTS\PLANS COMBINE\CVC-99&8-79 COMBINE\CURRENT CAD FILES\R-99 STREET IMPROVEMENT SCOMBINE BR150-99N.dwg



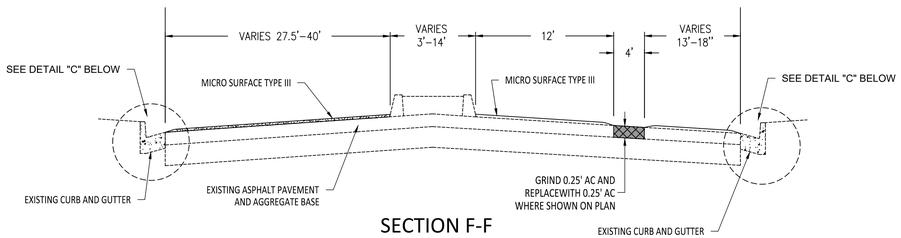
LAKE STREET - MICRO SURFACE TYPE III (SITE 6)

SCALE: 1" = 20'

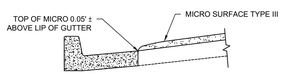


LAKE STREET - MICRO SURFACE TYPE III (SITE 6)

SCALE: 1" = 20'



SECTION F-F
LAKE STREET
STATION 10+79.3 TO 27+39.78
NTS



DETAIL "C"
GUTTER LIP
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP. REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
✢	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
LAKE STREET - STA. 00+00 TO 23+00

Transit MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

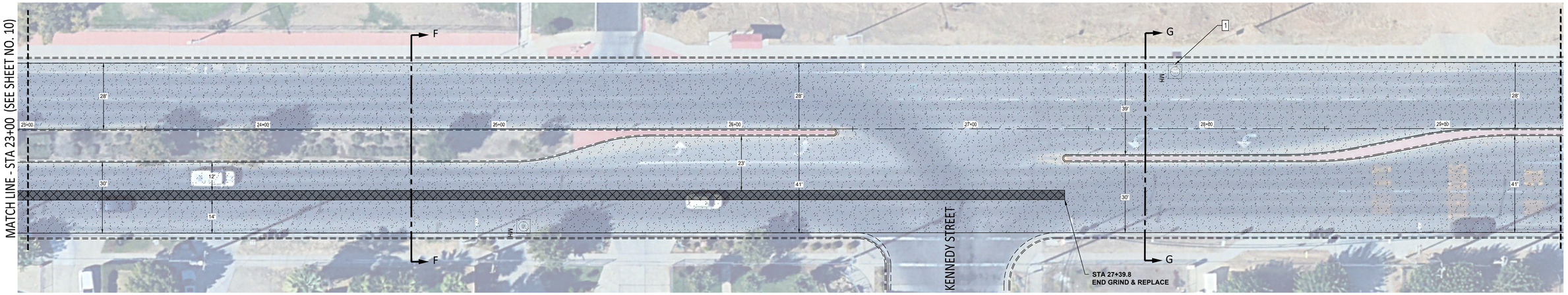
SHEET 10 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

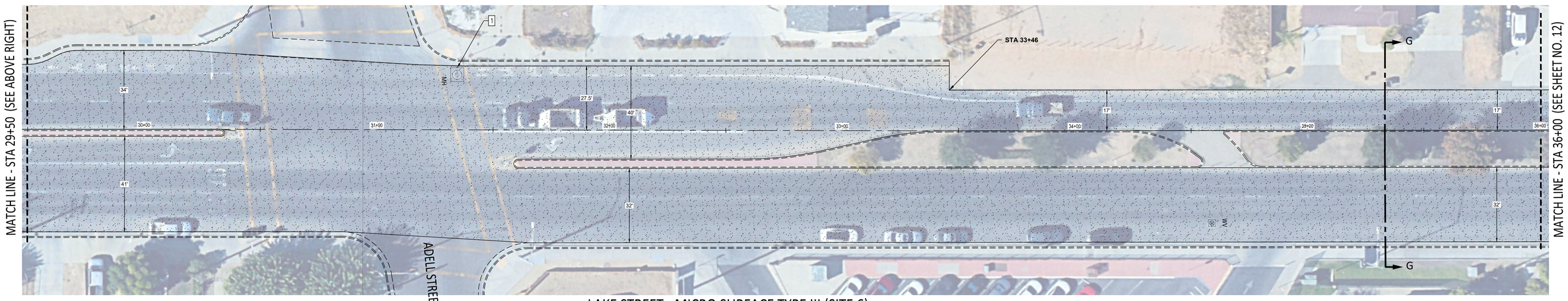
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/17/2026 3:36 PM
S:\CIP\CIP PROJECTS\R-00099-2024 STREET PROJECT\PLANS CONSTRUCTION\R-99&R-79 COMBINE\CURRENT CAD FILES\R-99 STREET IMPROVEMENT SCOMBINE_RSTRS 99&.dwg



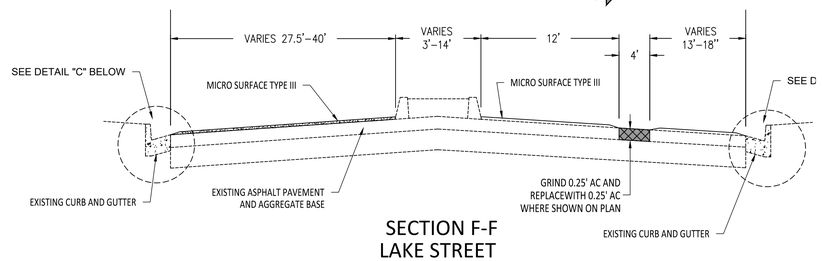
LAKE STREET - MICRO SURFACE TYPE III (SITE 6)

SCALE: 1" = 20'

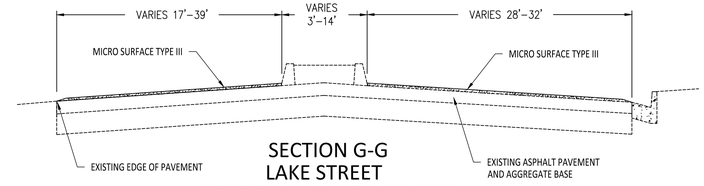


LAKE STREET - MICRO SURFACE TYPE III (SITE 6)

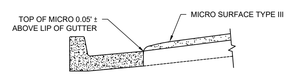
SCALE: 1" = 20'



SECTION F-F
LAKE STREET
STATION 10+79.3 TO 27+39.78
NTS



SECTION G-G
LAKE STREET
STATION 33+46 TO 44+97.5
NTS



DETAIL "C"
GUTTER LIP
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP. REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⟷	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
LAKE STREET - STA. 23+00 TO 36+00

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 11 OF 40 SHEETS

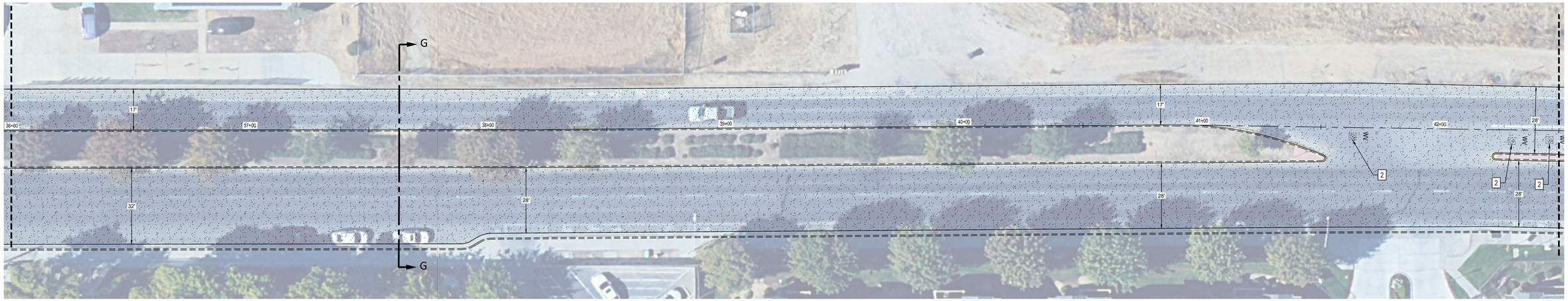
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/07/2026 5:38 PM
S:\CIP\CIP PROJECTS\R-00099\2024 STREET PROJECTS\PLANS_CONVERSION_CAD FILES\R-00099-STREET IMPROVEMENTS_ECONOMIC_DISTRICT.DWG

MATCH LINE - STA 36+00 (SEE SHEET NO. 11)

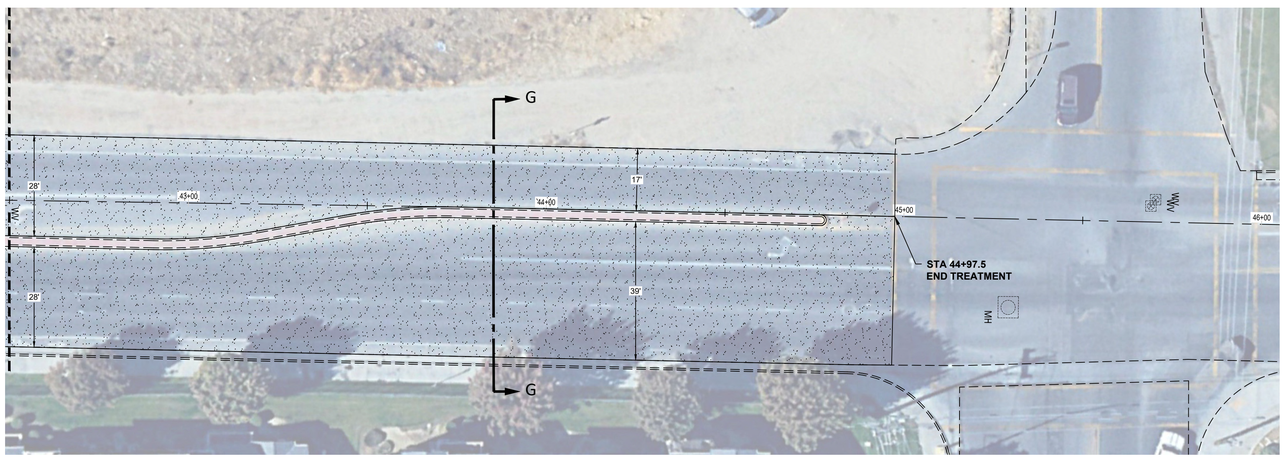


MATCH LINE - STA 42+50 (SEE BELOW LEFT)

LAKE STREET - MICRO SURFACE TYPE III (SITE 6)

SCALE: 1" = 20'

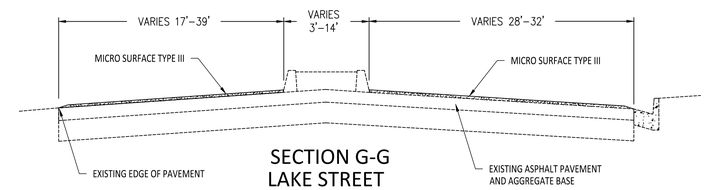
MATCH LINE - STA 42+50 (SEE ABOVE RIGHT)



LAKE STREET - MICRO SURFACE TYPE III (SITE 6)

SCALE: 1" = 20'

ELLIS STREET



SECTION G-G
LAKE STREET
STATION 33+46 TO 44+97.5
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↕	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
LAKE STREET - STA. 36+00 TO 46+00

The Spirit of MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

PLAN REVISION

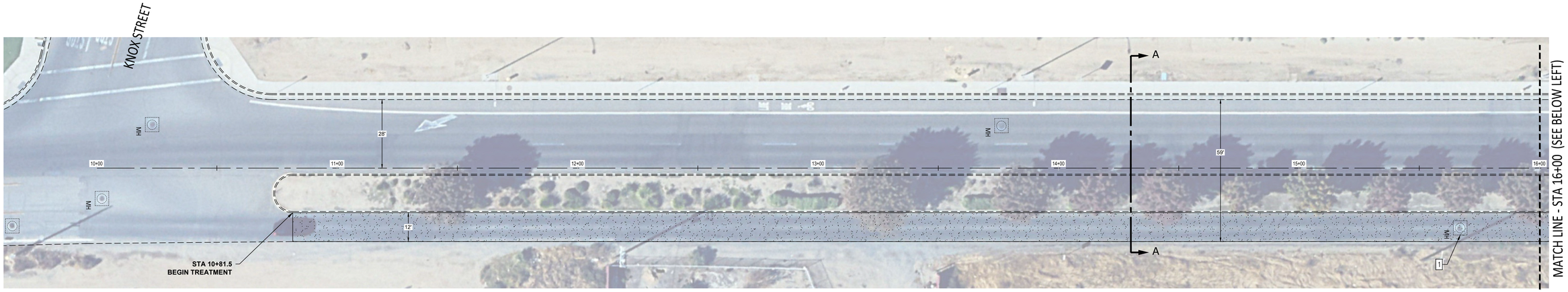
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

SHEET 12 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

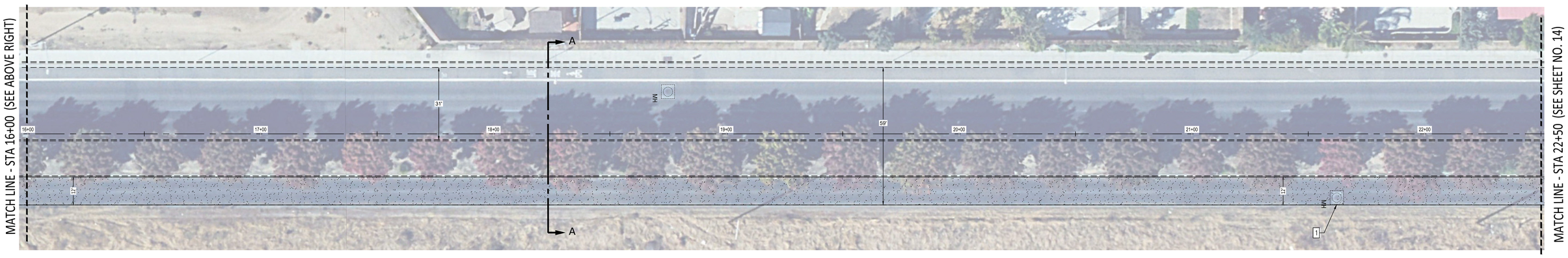
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2026 5:37 PM
S:\CIP\P-PROJECTS\A-00099-2024 STREET PROJECT\PLANS COMBINED\FA-NO-R-99&R-79 COMBINE CURRENT CAD FILES\R-99 STREET IMPROVEMENT ZC COMBINE 08105-1996.AR



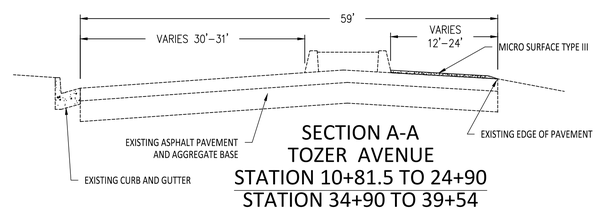
TOZER STREET - MICRO SURFACE TYPE III (SITE 7)

SCALE: 1" = 20'



TOZER STREET - MICRO SURFACE TYPE III (SITE 7)

SCALE: 1" = 20'



SECTION A-A
TOZER AVENUE
STATION 10+81.5 TO 24+90
STATION 34+90 TO 39+54
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
✢	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER
ELLEN DOBBS BITTER
No. 53951
CIVIL
STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
TOZER STREET - STA. 10+00 TO 22+50

THE CITY OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

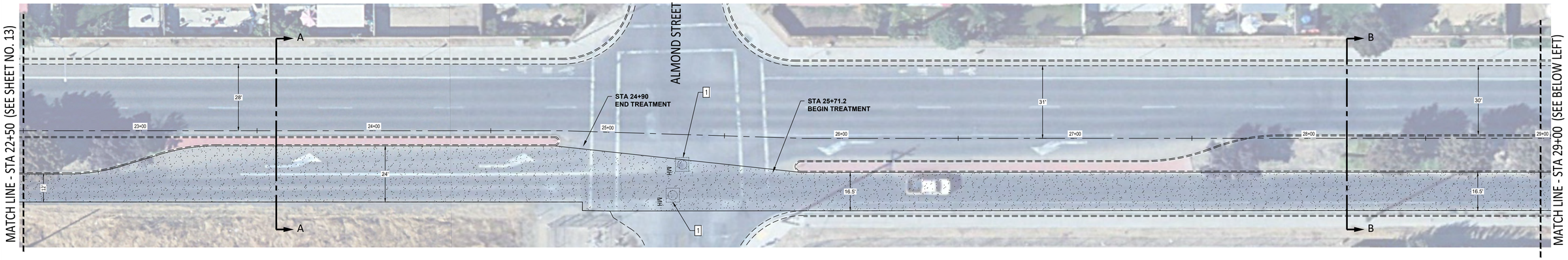
SHEET 13 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8=19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

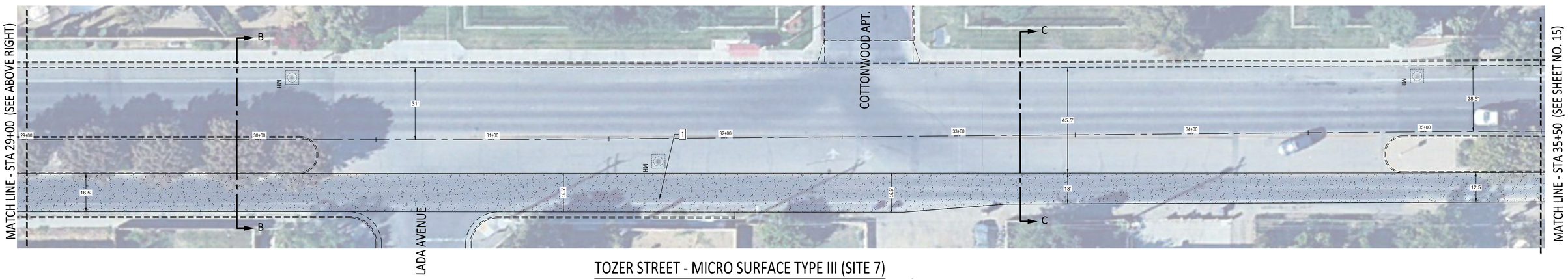
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/12/2026 5:39 PM
C:\CIP\CIP PROJECTS\R-00099\2024 STREET PROJECTS\PLANS\COMBINED\CURRENT CAD FILES\R-99 STREET IMPROVEMENT ECOMBINE_OPTD 99% AR



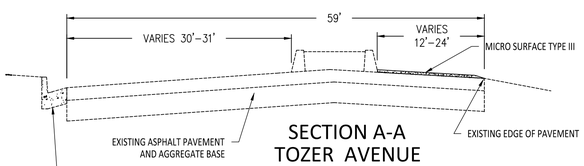
TOZER STREET - MICRO SURFACE TYPE III (SITE 7)

SCALE: 1" = 20'

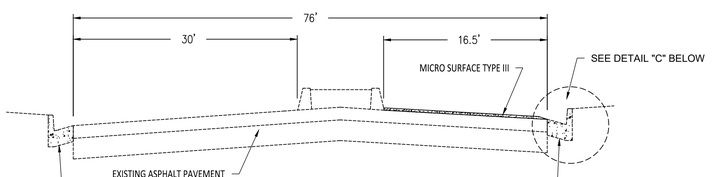


TOZER STREET - MICRO SURFACE TYPE III (SITE 7)

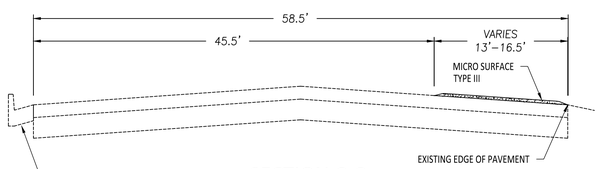
SCALE: 1" = 20'



SECTION A-A
TOZER AVENUE
STATION 10+81.5 TO 24+90
STATION 34+90 TO 39+54
NTS



SECTION B-B
TOZER AVENUE
STATION 25+71.2 TO 30+17
NTS



SECTION C-C
TOZER AVENUE
STATION 30+17 TO STA 34+90
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

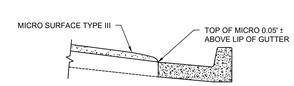
PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.



DETAIL "C"
GUTTER LIP
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
TOZER STREET - STA. 22+50 TO 35+50

THE HEART OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

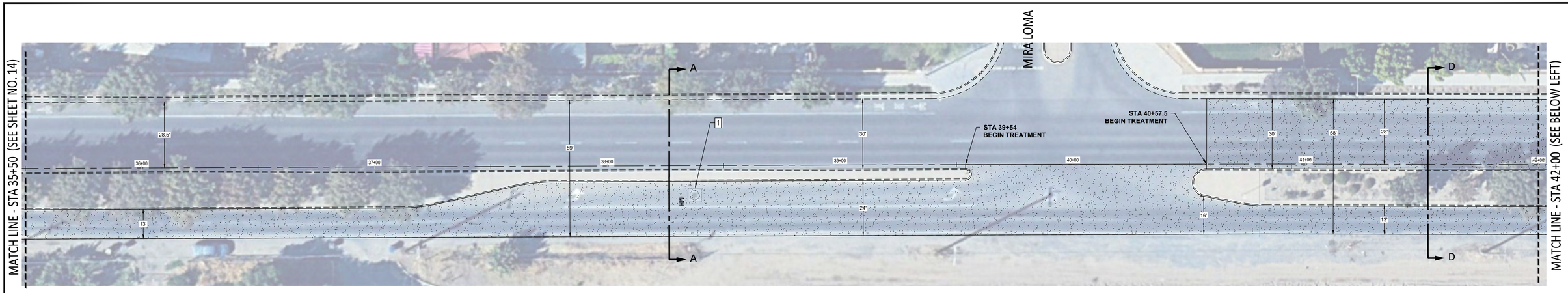
SHEET 14 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

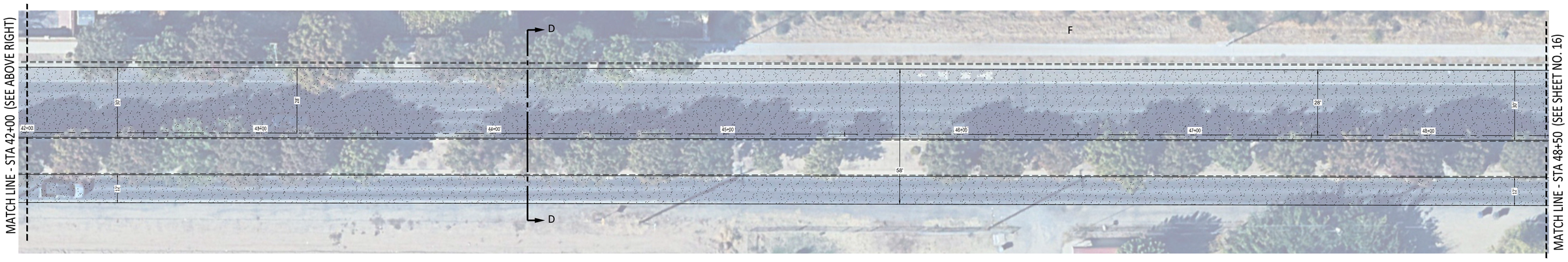
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES: DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2026 5:37 PM
S:\CIP\PROJECTS\R-00099\2024 STREET PROJECT\PLANS\COMBINE\TOZER\R-00099-79 COMBINE CURRENT CAD FILE\R-99 STREET IMPROVEMENT SCOMBINE BR1TOS-99N.AR



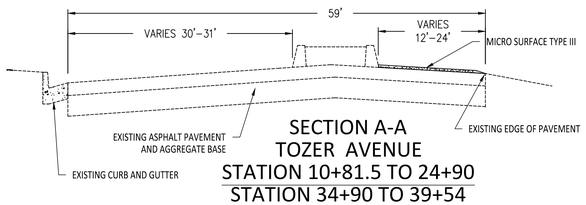
TOZER STREET - MICRO SURFACE TYPE III (SITE 7)

SCALE: 1" = 20'

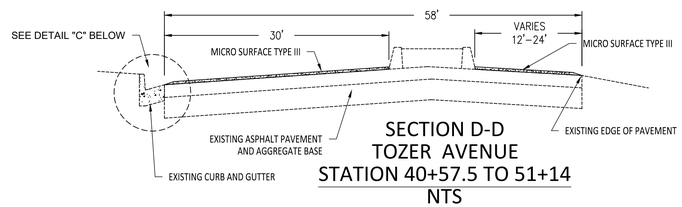


TOZER STREET - MICRO SURFACE TYPE III (SITE 7)

SCALE: 1" = 20'



SECTION A-A
TOZER AVENUE
STATION 10+81.5 TO 24+90
STATION 34+90 TO 39+54
NTS



SECTION D-D
TOZER AVENUE
STATION 40+57.5 TO 51+14
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

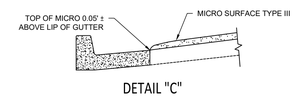
PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.



DETAIL "C"
GUTTER LIP
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
TOZER STREET - STA. 35+50 TO 48+50

Triple A MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

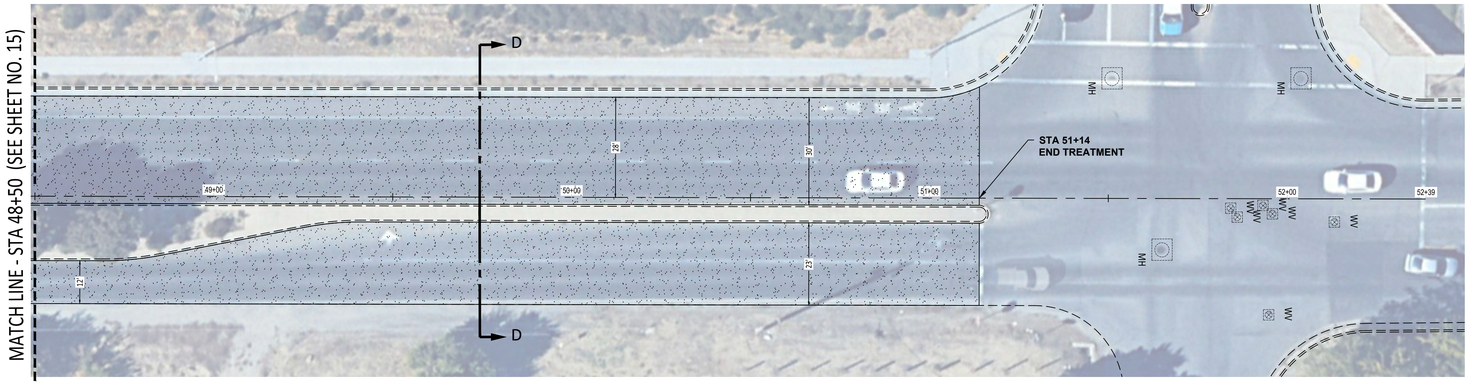
SHEET 15 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

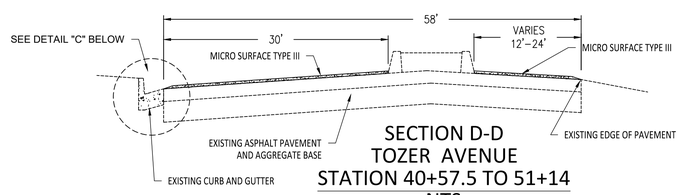
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/17/2026 3:36 PM
S:\CIP\CIP PROJECTS\R-00099 2024 STREET PROJECT\PLANS CONSTRUCTION\R-00099-TOZER STREET IMPROVEMENT 2CONSTRUCTION CURRENT CAD FILES\R-99 STREET IMPROVEMENT 2CONSTRUCTION - 001.DWG, AR

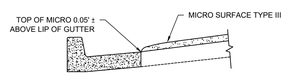


TOZER STREET - MICRO SURFACE TYPE III (SITE 7)

SCALE: 1" = 20'



SECTION D-D
TOZER AVENUE
STATION 40+57.5 TO 51+14
NTS



DETAIL "C"
GUTTER LIP
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER
ELLEN DOBBS BITTER
No. 53951
CIVIL
STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
TOZER STREET - STA. 48+50 TO 52+39

THE HEART OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 16 OF 40 SHEETS

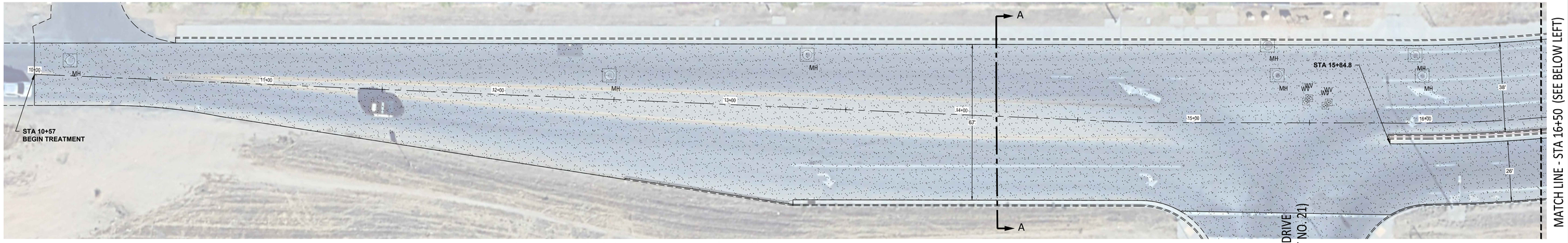
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION

INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

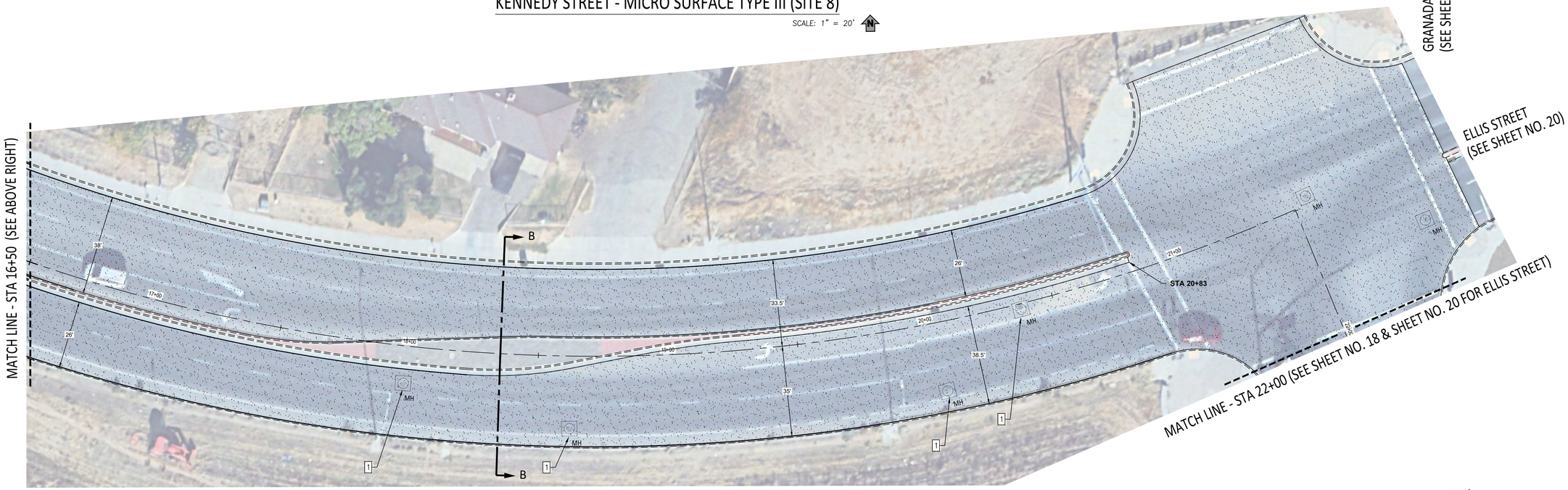
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug 07/2025 3:56 PM
S:\CIP\CIP PROJECTS\R-00099 2024 STREET PROJECT\PLANS\COMBINED\PLANS\R-99&R-79 COMBINED\CURRENT CAD FILES\R-99 TREET IMPROVEMENT 2COMPRE DRT35-99N.AR



KENNEDY STREET - MICRO SURFACE TYPE III (SITE 8)

SCALE: 1" = 20'



KENNEDY STREET - MICRO SURFACE TYPE III (SITE 8)

SCALE: 1" = 20'

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

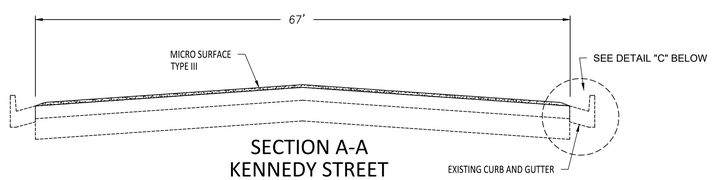
CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

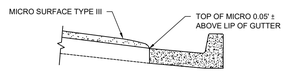
PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

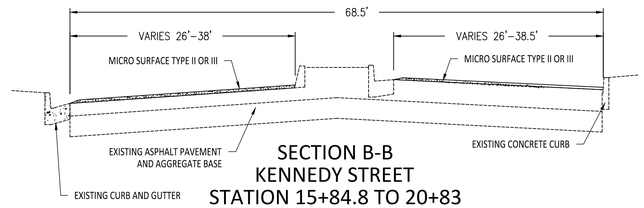
1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



SECTION A-A
KENNEDY STREET
STATION 13+29 TO STA 14+77.4
NTS



DETAIL "C"
GUTTER LIP
NTS



SECTION B-B
KENNEDY STREET
STATION 15+84.8 TO 20+83
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
KENNEDY STREET - STA. 10+00 TO 22+00

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

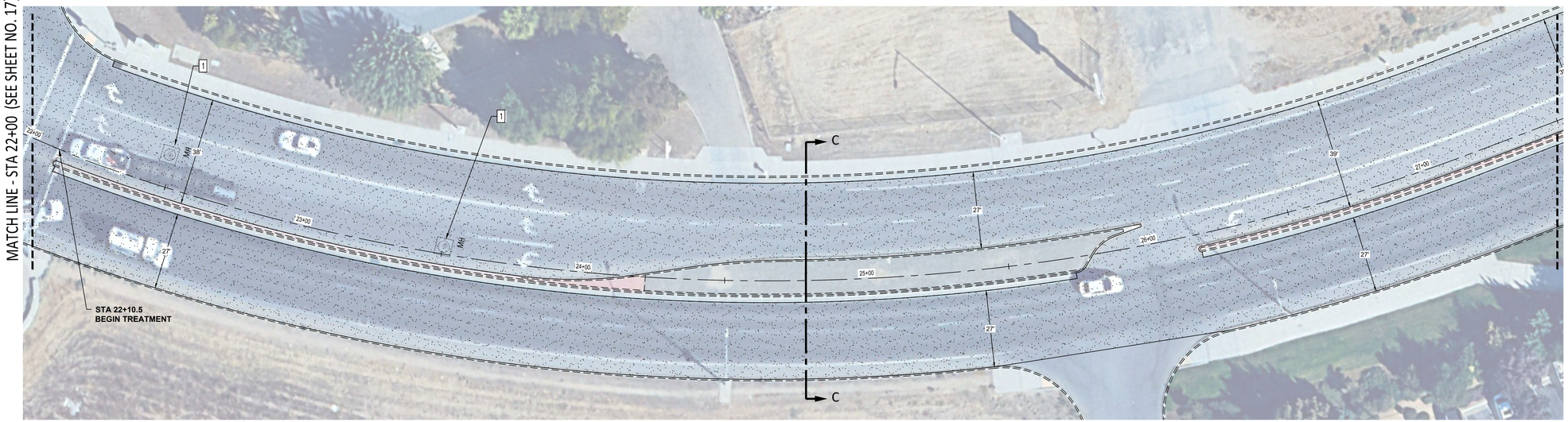
SHEET 17 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

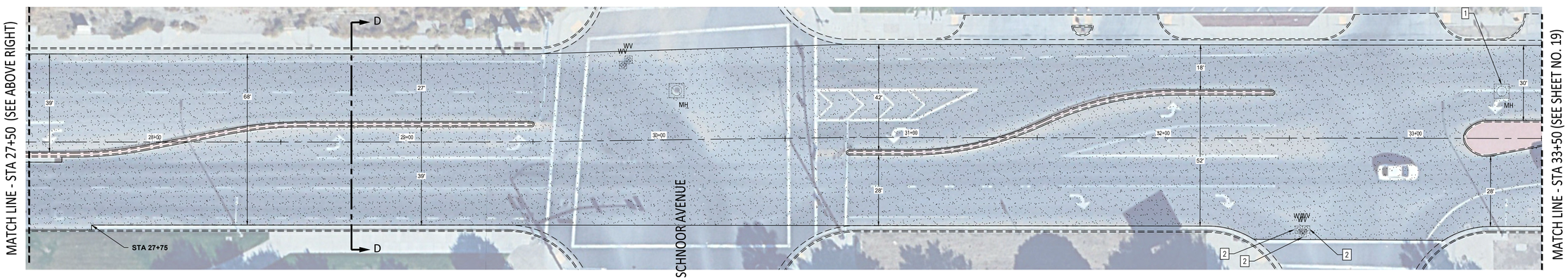
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/17/2026 5:37 PM
S:\CIP\CIP PROJECTS\R-00099-2024 STREET PROJECT\PLANS\CONSTRUCTION\R-99&R-79 CONSTRUCTION\R-99&R-79 CONSTRUCTION\R-99&R-79 STREET IMPROVEMENTS\R-99&R-79 CONSTRUCTION\R-99&R-79 CONSTRUCTION.DWG



KENNEDY STREET - MICRO SURFACE TYPE III (SITE 8)

SCALE: 1" = 20'



KENNEDY STREET - MICRO SURFACE TYPE III (SITE 8)

SCALE: 1" = 20'

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

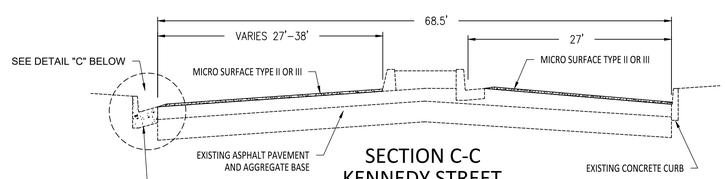
CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

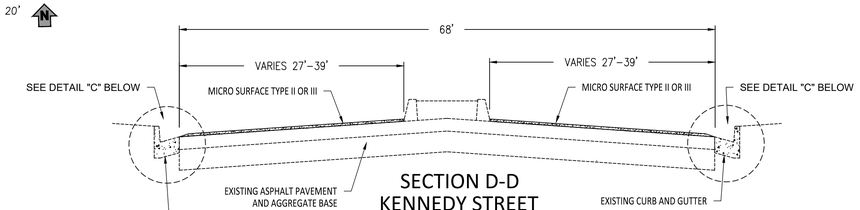
PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
←↕→	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

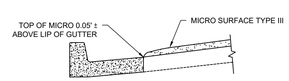
1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



SECTION C-C
KENNEDY STREET
STATION 22+10.5 TO 27+75
NTS



SECTION D-D
KENNEDY STREET
STATION 27+75 TO 29+57
NTS



DETAIL "C"
GUTTER LIP
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
KENNEDY STREET - STA. 22+00 TO 33+50

THE SPIRIT OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 18 OF 40 SHEETS

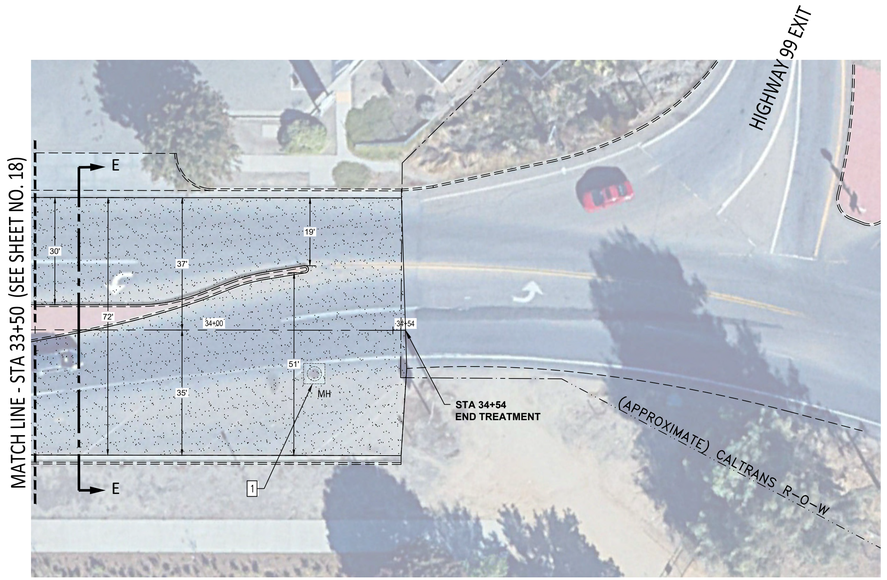
APPROVED BY: Keith Helmuth, CITY ENGINEER DATE 8-19-26

PLAN REVISION

INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

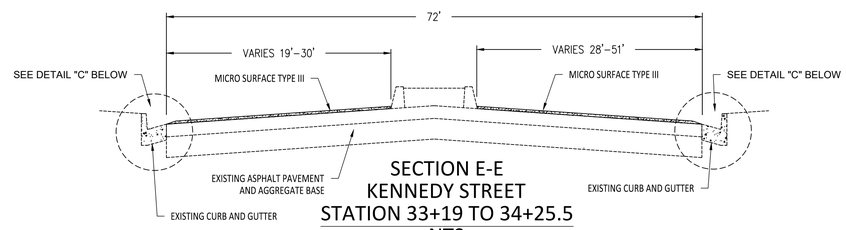
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES: DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-99

Aug/7/2025 5:38 PM
S:\CIP\P-PROJECTS\A-00099-2024 STREET PROJECT\PLANS COMBINED\FA-NW-R-99&R-79 COMBINE CURRENT CAD FILES\R-99 STREET IMPROVEMENT SCOMBINE BR195-99&.AR



KENNEDY STREET - MICRO SURFACE TYPE III (SITE 8)

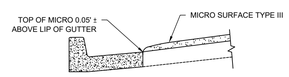
SCALE: 1" = 20'



SECTION E-E
KENNEDY STREET
STATION 33+19 TO 34+25.5
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.



DETAIL "C"
GUTTER LIP
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↗	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
KENNEDY STREET - STA. 33+50 TO 34+52

Triple R MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

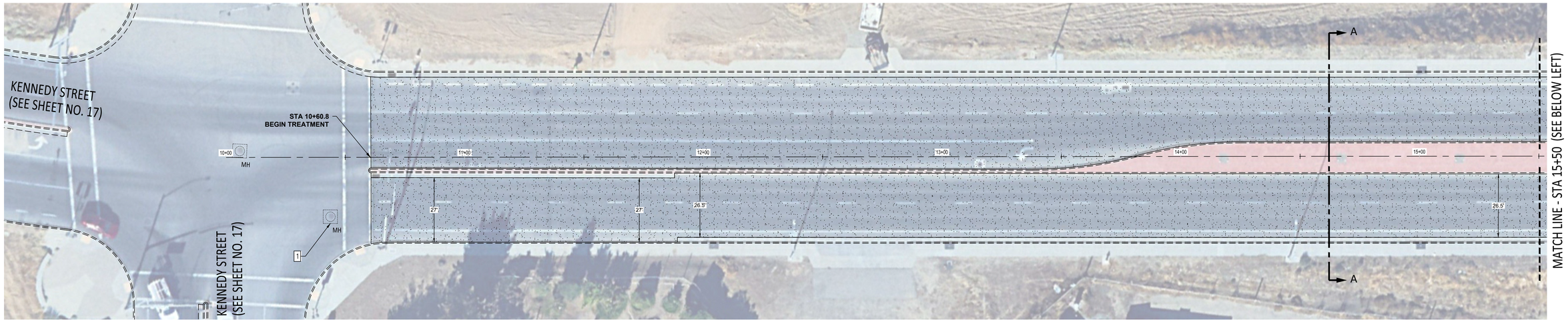
SHEET 19 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

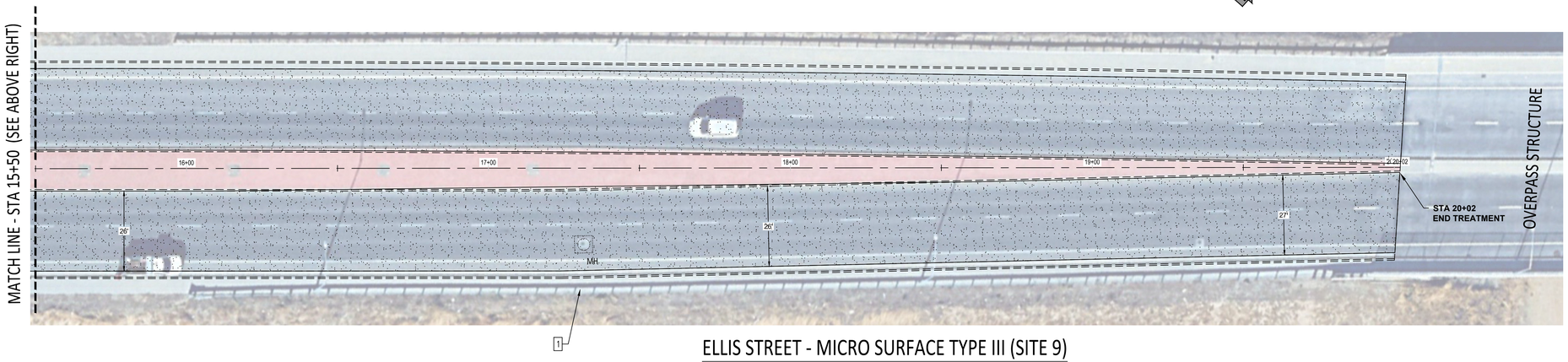
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-99

Aug/17/2026 5:36 PM
S:\CIP\CIP PROJECTS\R-00099 2024 STREET PROJECT\PLANS C DRAWING\PV\AN\R-99668-79 CONVERNC\CURRENT CAD FILE\R-99 STREET IMPROVEMENT 2COLUMNS 8X10.DWG



ELLIS STREET - MICRO SURFACE TYPE III (SITE 9)

SCALE: 1" = 20'

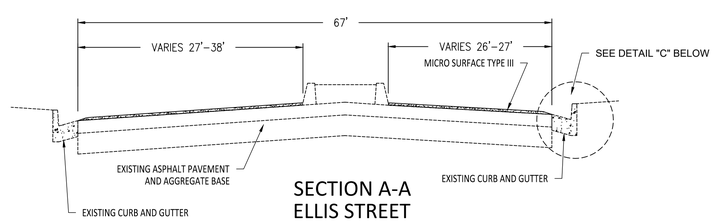


ELLIS STREET - MICRO SURFACE TYPE III (SITE 9)

SCALE: 1" = 20'

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.



SECTION A-A
ELLIS STREET
STATION 10+00 TO 20+02
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

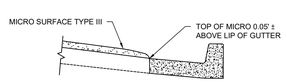
1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



DETAIL "C"
GUTTER LIP
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
ELLIS STREET - STA. 10+00 TO 20+02

THE CITY OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 20 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

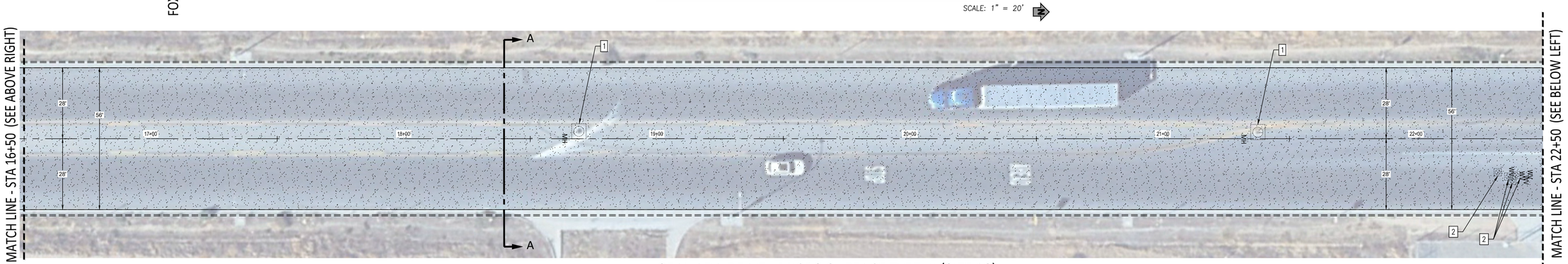
PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES: DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2026 5:01 PM
S:\CIP\PROJECTS\R-00099-2024 STREET PROJECT\PLANS\COMBINE\DVD-R\R00-99\R00-79 COMBINE\CURRENT CAD FILES\R-99 STREET IMPROVEMENT SCOMBINE BR1DS-99N.AR

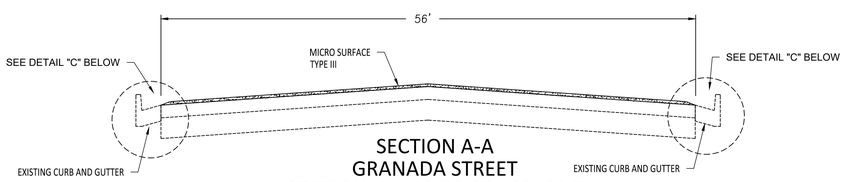
GRANADA DRIVE - MICRO SURFACE TYPE III (SITE 10)

SCALE: 1" = 20'

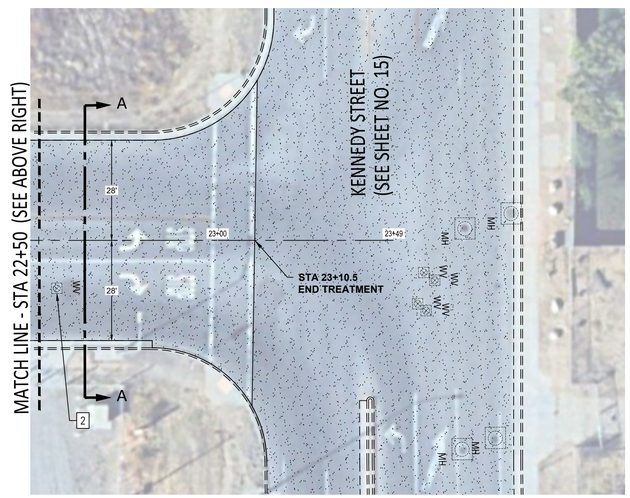


GRANADA DRIVE - MICRO SURFACE TYPE III (SITE 10)

SCALE: 1" = 20'



SECTION A-A
GRANADA STREET
STATION 11+12 TO STA 22+81.7
NTS



GRANADA DRIVE - MICRO SURFACE TYPE II OR III (SITE 10)

SCALE: 1" = 20'

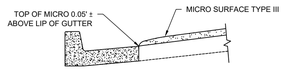
LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
✢	– GRADE 2% MAX. IN INDICATED DIRECTIONS



DETAIL "C"
GUTTER LIP
NTS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
GRANADA DRIVE - STA. 10+00 TO 23+49

MADERA
CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

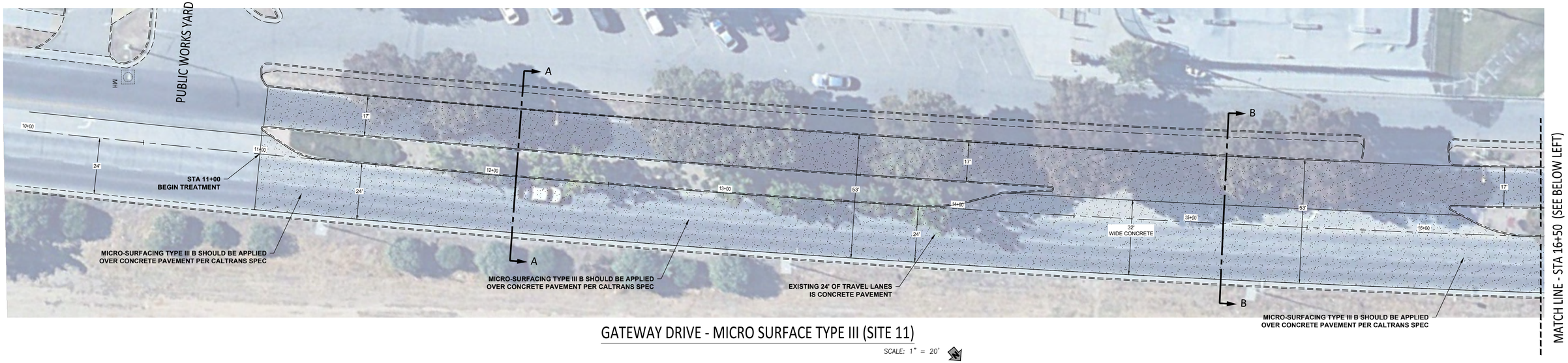
SHEET 21 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

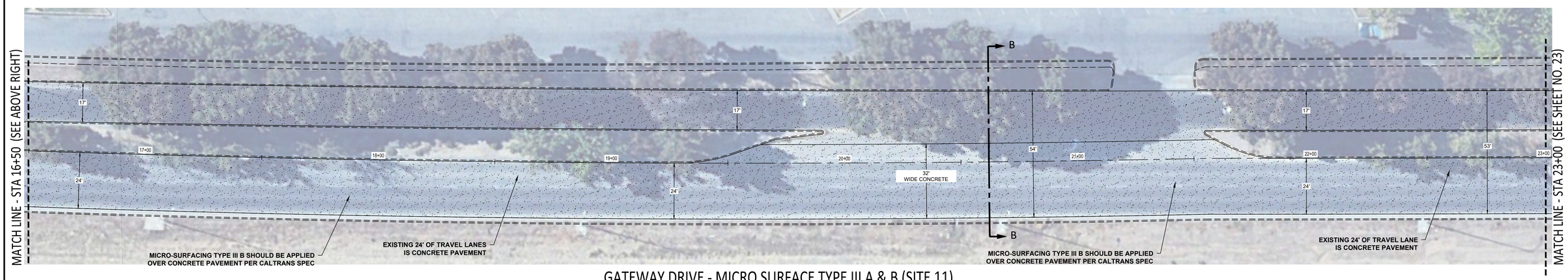
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–99

Aug/7/2026 5:38 PM
S:\DEPT\PROJECTS\R-00099-2024 STREET PROJECT\PLANS COMBINED\CAD\R-99&R-78 COMBINING CURRENT CAD FILES\R-99 STREET IMPROVEMENT SCOMBINE 08TO5-99%.AR



GATEWAY DRIVE - MICRO SURFACE TYPE III (SITE 11)

SCALE: 1" = 20'

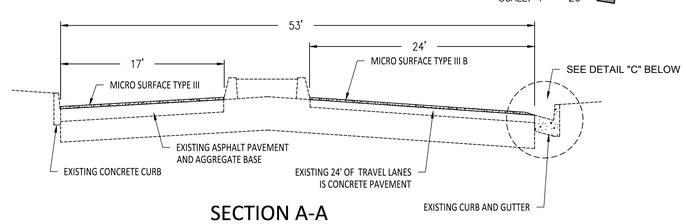


GATEWAY DRIVE - MICRO SURFACE TYPE III A & B (SITE 11)

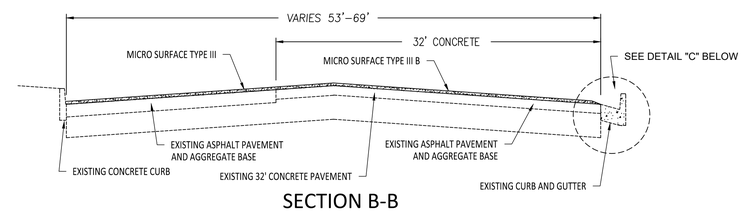
SCALE: 1" = 20'

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.



SECTION A-A
GATEWAY DRIVE
STATION 11+50 TO 14+00
STATION 16+50 TO 19+00
STATION 22+00 TO 25+50
NTS



SECTION B-B
GATEWAY DRIVE
STATION 14+40.5 TO 16+10.4
STATION 19+91 TO STA 21+54.5
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

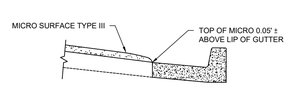
CONSTRUCTION NOTES:

1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



DETAIL "C"
GUTTER LIP
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
GATEWAY DRIVE - STA. 10+00 TO 23+00

THE HEART OF MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 22 OF 40 SHEETS

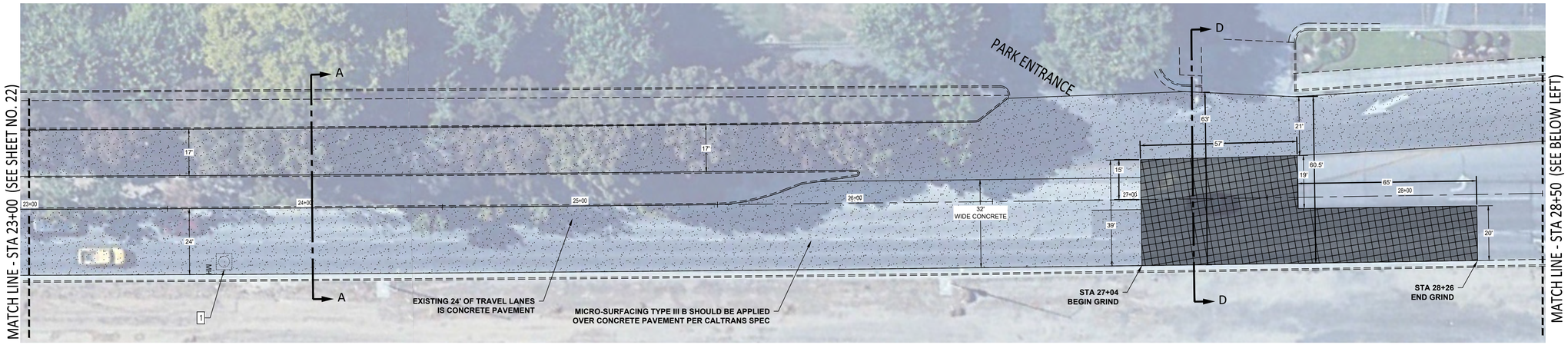
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION

INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

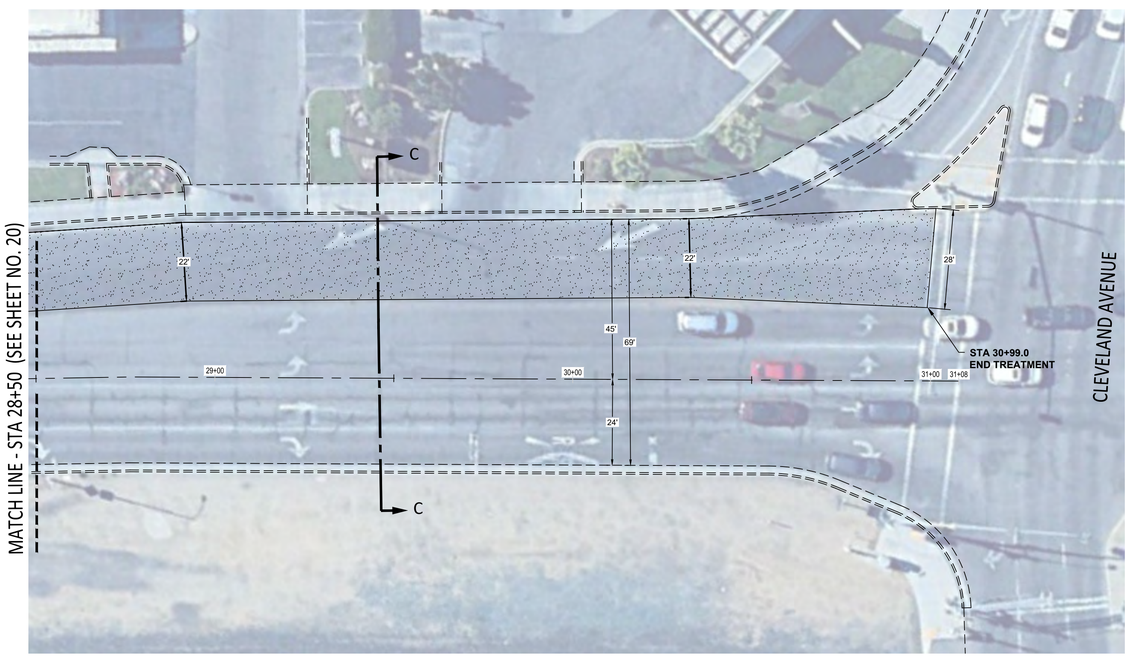
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-99

Aug/7/2026 3:55 PM
S:\CIP\CIP PROJECTS\R-00099\2024 STREET PROJECT\PLANS\COMPING\PLANS\R-99&R-79 COMPING\CURRENT CAD FILES\R-99 STREET IMPROVEMENT DECOMPRE DRT35-99A.AR



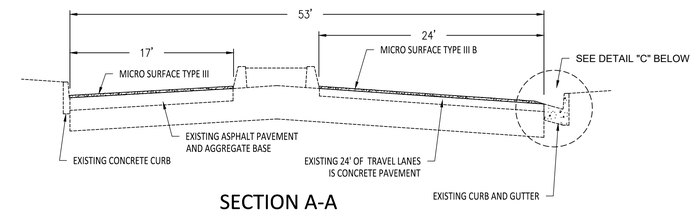
GATEWAY DRIVE - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 11)

SCALE: 1" = 20'

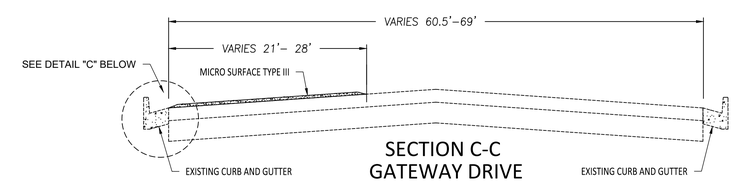


GATEWAY DRIVE - MICRO SURFACE TYPE III (SITE 11)

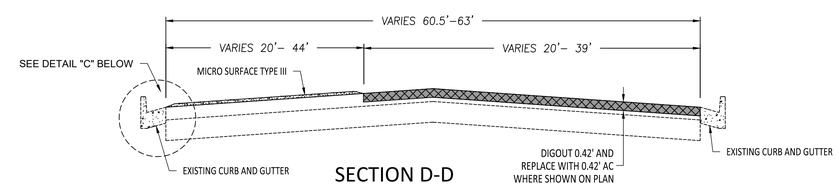
SCALE: 1" = 20'



SECTION A-A
GATEWAY DRIVE
STATION 11+50 TO 14+00
STATION 16+50 TO 19+00
STATION 22+00 TO 25+50
NTS



SECTION C-C
GATEWAY DRIVE
STATION 28+50 TO 31+00
NTS



SECTION D-D
GATEWAY DRIVE
STATION 27+04 TO 28+26
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

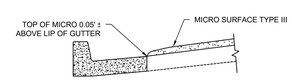
1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP. REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED.



DETAIL "C"
GUTTER LIP
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

FY24 REHAB. AND RECONSTRUCTION
CITY PROJECT NO. R-00099
GATEWAY DRIVE - STA. 23+00 TO 30+97

THE CITY OF MADERA
CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

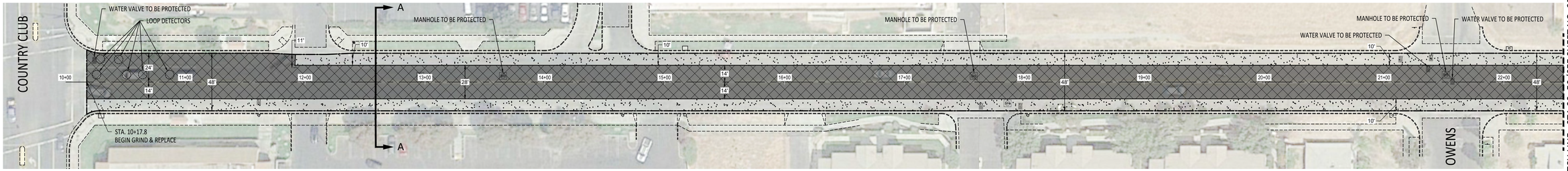
SHEET 23 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		11/04/2025
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-99

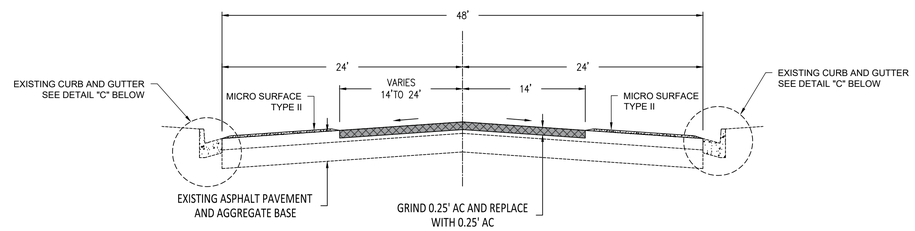
Aug/17/2026 1:37 PM
S:\CIP\CIP PROJECTS\R-00099-2024-STREET PROJECTS\AVIS COMBINED\AVIS-R99&R-79 COMBINE\CURRENT CAD FILES\R-99 STREET IMPROVEMENT 2COMBINE_REV15 99% AB



MATCH LINE - STA 22+50 (SEE SHEET NO. 25)

SHERWOOD AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE II (SITE 12)

SCALE: 1" = 40'



SECTION A-A
SHERWOOD AVENUE
STATION 10+17.8 TO 41+42.0
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

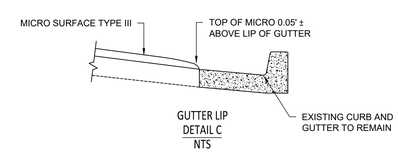
AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



GUTTER LIP
DETAIL C
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026

ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER
ELLEN DOBBS BITTER
No. 53951
CIVIL
STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SHERWOOD AVENUE - STA 10+00 TO 22+50

The Spirit of MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 24 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

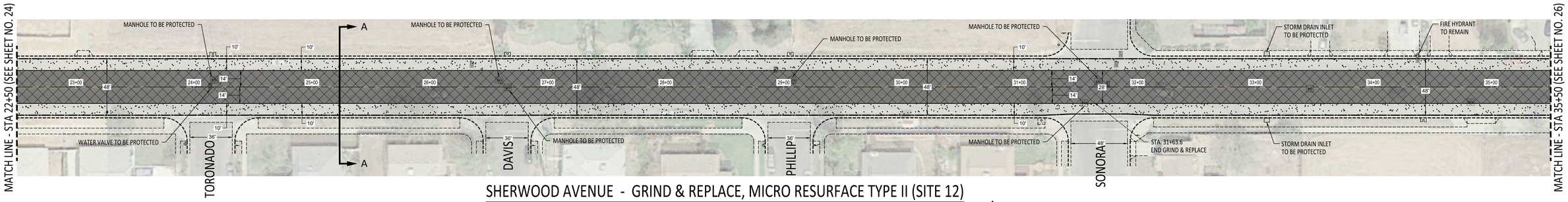
PLAN REVISION

INITIAL ISSUE DATE

CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

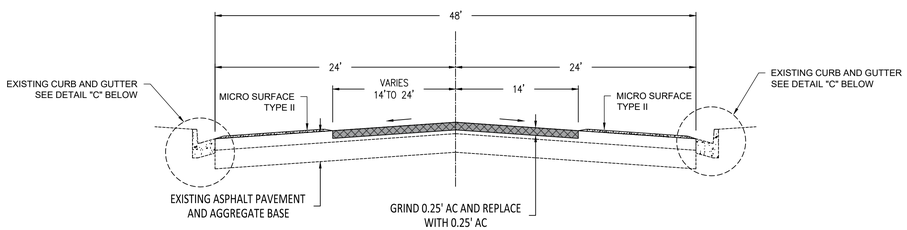
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug/18/2026 3:51 PM
G:\CIP PROJECTS\FY-2020\R-2020-2021 STREET REHAB\C-PLANS\C-COMBINED-CURRENT\C-CN-R-R-2-21-STREET IMPROVEMENTS\C-COMBINE-CD-R-R-2-21-R-R-CIP-SHEETS.DWG



SHERWOOD AVENUE - GRIND & REPLACE, MICRO RESURFACE TYPE II (SITE 12)

SCALE: 1" = 40'



SECTION A-A
SHERWOOD AVENUE
STATION 10+17.8 TO 41+42.0
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

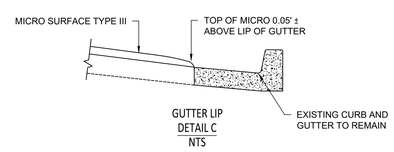
AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



GUTTER LIP
DETAIL C
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SHERWOOD AVENUE - STA. 22+50 TO 35+50

The Heart of MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

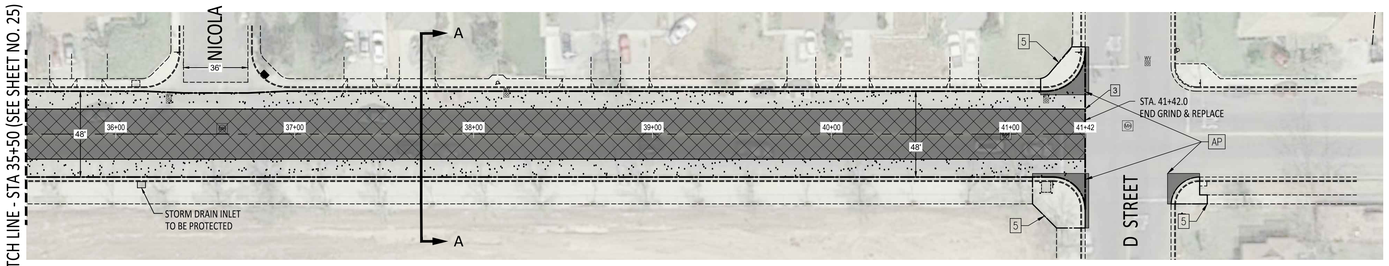
SHEET 25 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

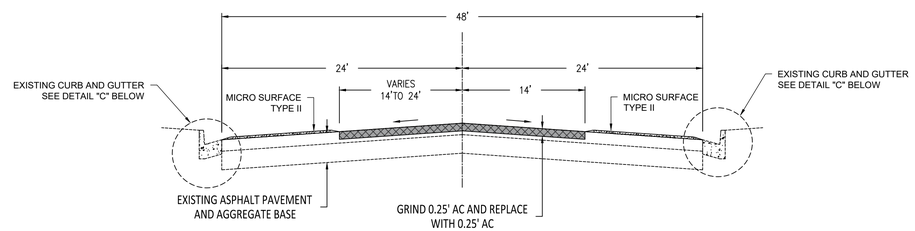
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-79

Aug/18/2026 3:51 PM
G:\CIP\CP PROJECTS\R-00009 2021 STREET PROJECTS\PLANS COMBINED\SHERWOOD AVE\R-79 SB1 STREET IMPROVEMENT COMBINE CLOSED CURRENT CAD FILES\R-79 COMBINE CLOSED CURRENT CAD FILES\R-79 STREET IMPROVEMENT COMBINE CLOSED CURRENT CAD FILES.DWG

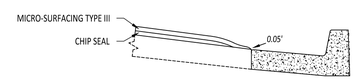


SHERWOOD AVENUE - MICRO RESURFACE TYPE II (SITE 12)

SCALE: 1" = 40'



SECTION A-A
SHERWOOD AVENUE
STATION 10+17.8 TO 41+42.0
NTS



DETAIL "C"
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
✢	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SHERWOOD ROAD - STA. 35+50 TO 41+42

The City of MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

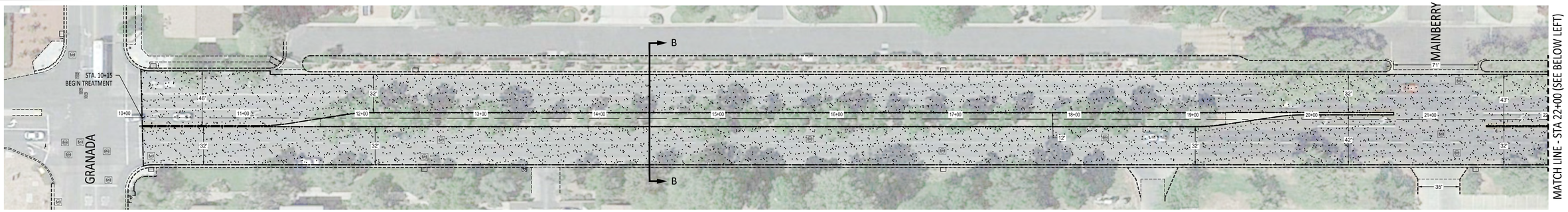
SHEET 26 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

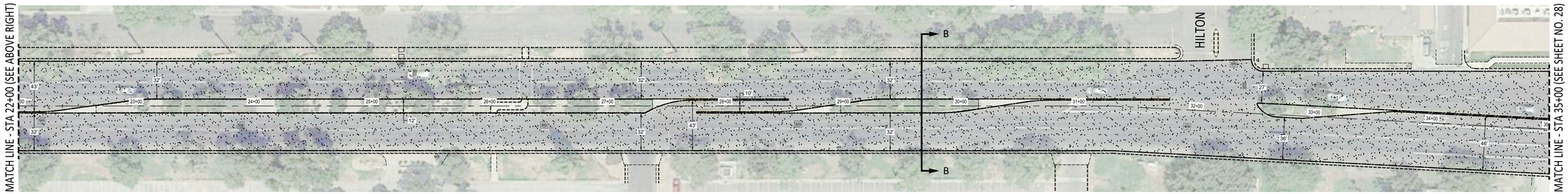
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-79

Aug/8/2026 3:57 PM
G:\PCW\PROJECTS\60009-0041\TEET PROJECTS\AAA CORRADO\AA CORRADO - RMAP 79 CORRADO CURRENT CAD\SB1\SB-79 TEET1 IMPROVEMENT - COMBINED CONSTRUCTION AND OPERATIONS.DWG



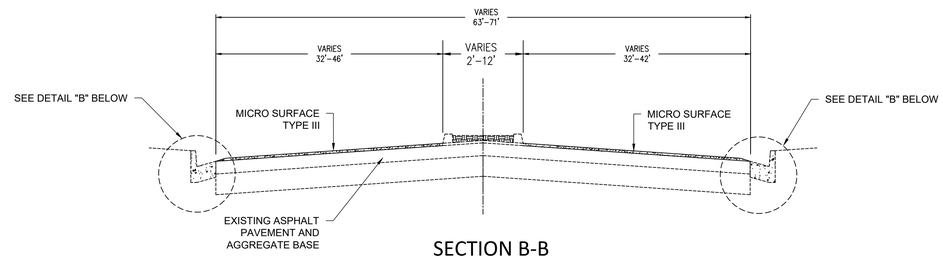
HOWARD ROAD - MICRO SURFACE TYPE III (SITE 13)

SCALE: 1" = 40'



HOWARD ROAD - MICRO SURFACE TYPE III (SITE 13)

SCALE: 1" = 40'



SECTION B-B
HOWARD ROAD
STATION 10+15 TO STA 31+29
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

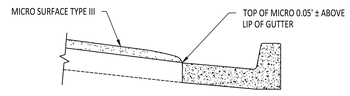
AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



DETAIL "B"
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
HOWARD ROAD - STA. 10+00 TO 35+00

TRUST MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

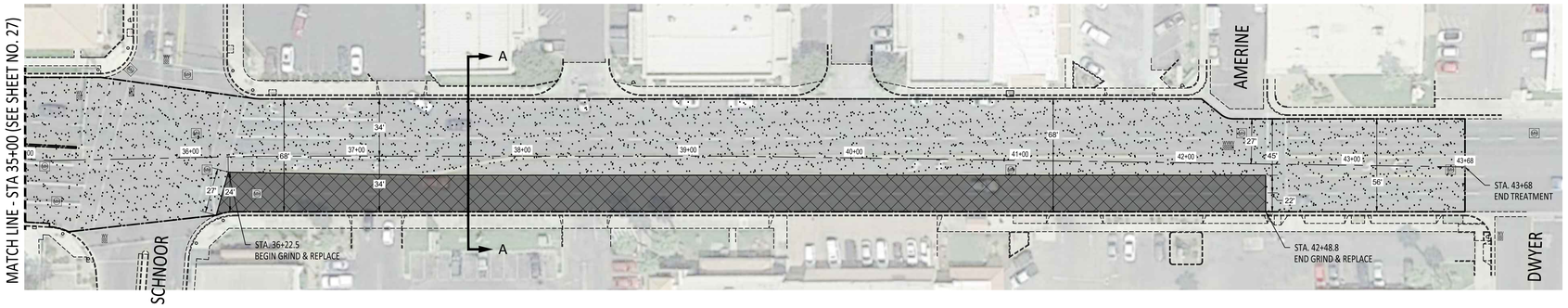
SHEET 27 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

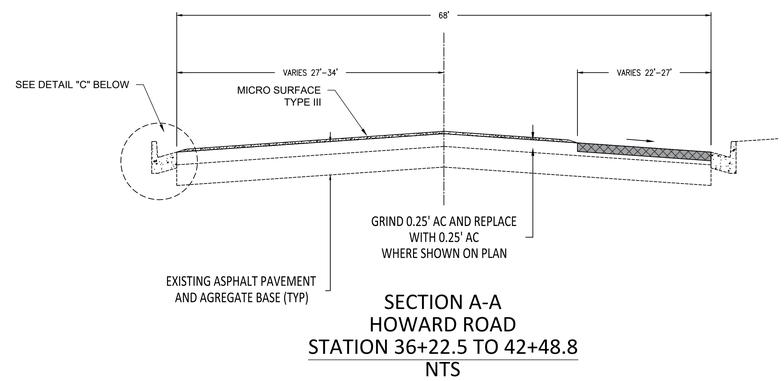
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug 18,2026 3:52 PM
G:\CIVIL\PROJECTS\1-4000\R3-0041\TEST PROJECT\ALL COMPRADA AND 8-168-75 CHARRO\1-0080\1 - CAD FILES\8-75 STREET IMPROVEMENTS\CHARRO EXCELL\SLAD\SHEETS\R3-0041 SHEET 27.DWG



HOWARD ROAD - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 13)

SCALE: 1" = 40'



SECTION A-A
HOWARD ROAD
STATION 36+22.5 TO 42+48.8
NTS

LEGEND:

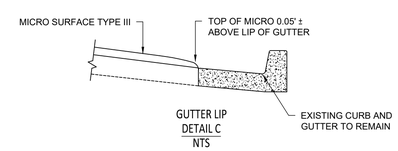
- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS



GUTTER LIP
DETAIL C
NTS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED. MP

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
HOWARD ROAD - STA. 35+00 TO 43+68

TRULY MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

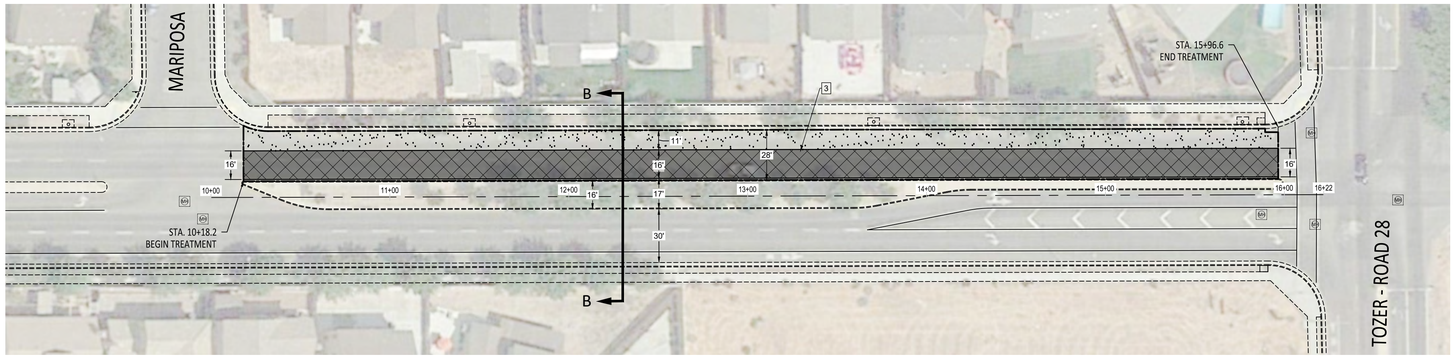
SHEET 28 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

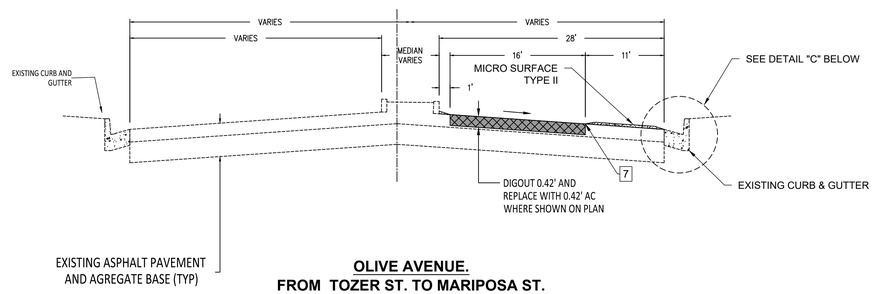
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug/18/2026 3:12 PM
O:\CIP PROJECTS\50000-50219\51 PROJECTS\ACS-COMBINED\ACS AREA-WIDE-TO-COMBINE\LARDIST - CALBLOCK-TO-TRUST IMPROVEMENT CO-COMBINE CLASS C LEAD OFFSETS\CS-RPR



OLIVE AVENUE - GRIND & REPLACE - MICRO SURFACE TYPE II (SITE 14)

SCALE: 1" = 40'



OLIVE AVENUE.
FROM TOZER ST. TO MARIPOSA ST.
STATION 10+18.2 TO 15+96.6
TYPICAL SECTION B-B
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

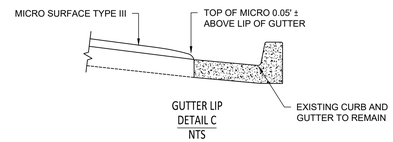
1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP. REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⊕	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED. MP



GUTTER LIP
DETAIL C
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
OLIVE AVENUE - STA. 10+00 TO 16+22

TRUST MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

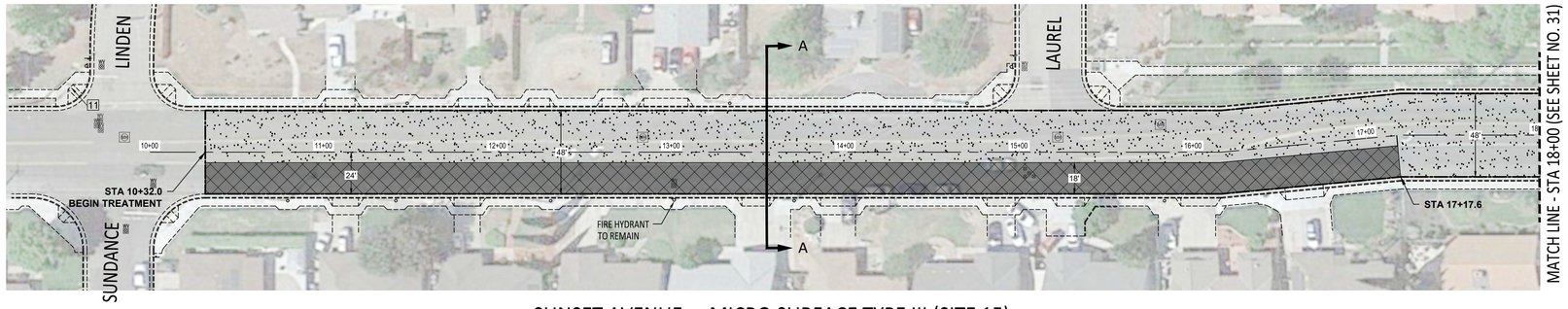
SHEET 29 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

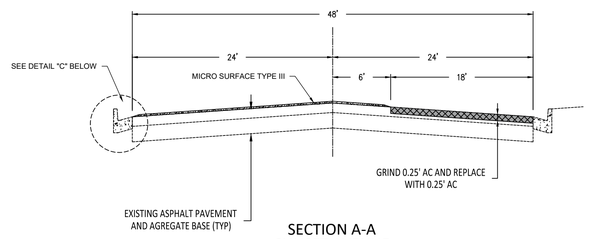
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-79

Aug 19,2026 3:31 PM
G:\CIVIL\PROJECTS\1-600\R79-2020-21 STREET PROJECTS\ALL COMPRADYA AND E 1998-79 COMBINE L-0.DWG



SUNSET AVENUE - MICRO SURFACE TYPE III (SITE 15)

SCALE: 1" = 40'



SECTION A-A
SUNSET AVENUE
STATION 10+32.0 TO 17+17.6
STATION 18+11.2 TO 23+30.3
STATION 33+14.6 TO 34+49.4
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

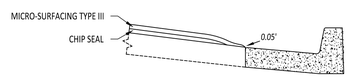
AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⊹	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



DETAIL "C"
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER
ELLEN DOBBS BITTER
No. 53951
CIVIL
STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SUNSET AVENUE - STA. 10+00 TO 18+00

TRULY MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 30 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

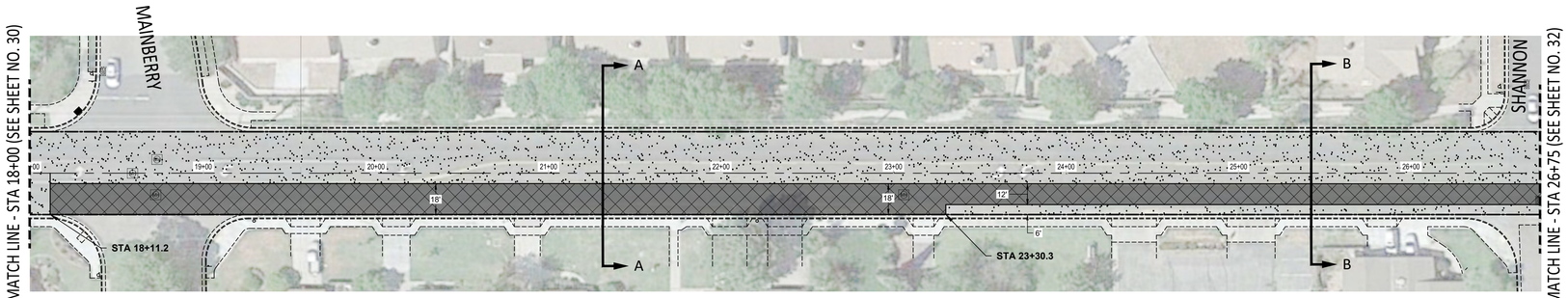
PLAN REVISION

INITIAL ISSUE DATE

CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

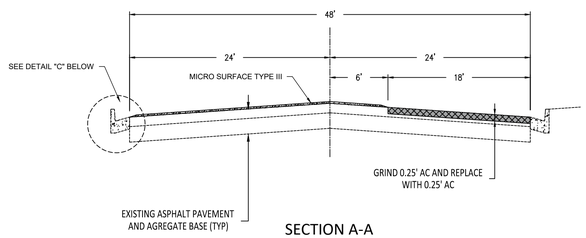
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug 18,2026 3:52 PM
C:\PW\JP PROJECTS\A0000\20-21\TEST PROJECT\ADA AND COMBINED\ADA AND R-168-73 COMBINED-01.DWG

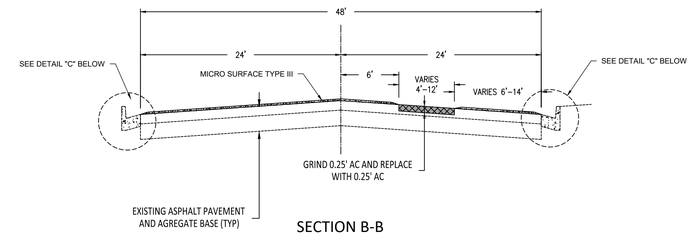


SUNSET AVENUE - MICRO SURFACE TYPE III (SITE 15)

SCALE: 1" = 40'



SECTION A-A
SUNSET AVENUE
STATION 10+32.0 TO 17+17.6
STATION 18+11.2 TO 23+30.3
STATION 33+14.6 TO 34+49.4
NTS



SECTION B-B
SUNSET AVENUE
STATION 23+30.3 TO 29+44.7
STATION 29+44.7 TO 33+14.6
NTS

LEGEND:

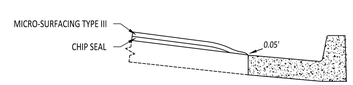
- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
✢	– GRADE 2% MAX. IN INDICATED DIRECTIONS



DETAIL "C"
NTS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SUNSET AVENUE - STA. 18+00 TO 26+75

The Heart of MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 31 OF 40 SHEETS

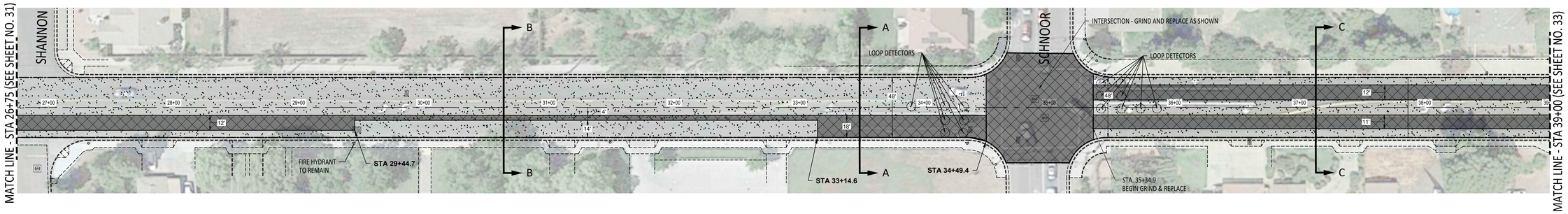
APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION

CHANGE	DATE	APPROVAL
INITIAL ISSUE DATE		
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

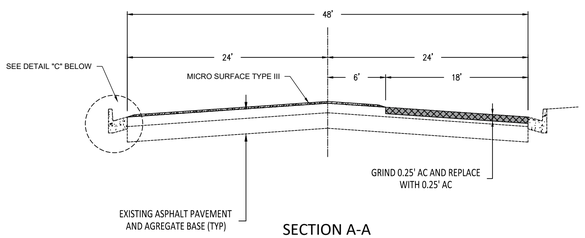
REVIEWED BY:
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug/18/2026 3:52 PM
O:\PCW\PROJECTS\2020\R-0209-2021 STREET PROJECTS\MAIN CORRIDORS\MICRO-RMRA-R-CORRIDORS\CURRENT CAD\SB1\SB-R-79 STREET IMPROVEMENT - COMBO-S CUVC CUS AND OPSTRIPING.DWG

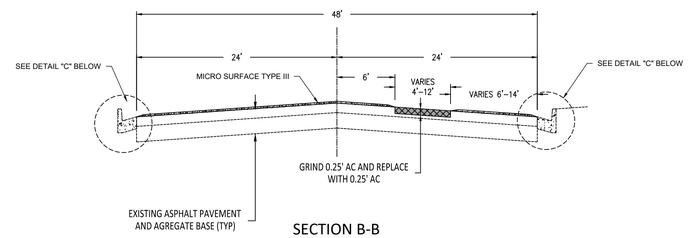


SUNSET AVENUE - MICRO SURFACE TYPE III (SITE 15)

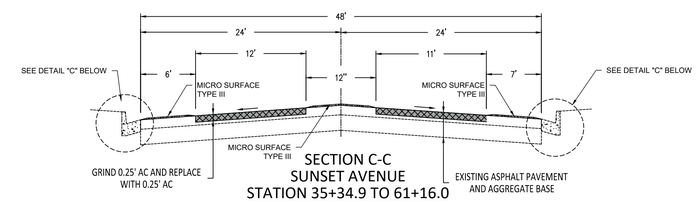
SCALE: 1" = 40'



SECTION A-A
SUNSET AVENUE
STATION 10+32.0 TO 17+17.6
STATION 18+11.2 TO 23+30.3
STATION 33+14.6 TO 34+49.4
NTS



SECTION B-B
SUNSET AVENUE
STATION 23+30.3 TO 29+44.7
STATION 29+44.7 TO 33+14.6
NTS



SECTION C-C
SUNSET AVENUE
STATION 35+34.9 TO 61+16.0
STATION 63+78.0 TO 75+64.0
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

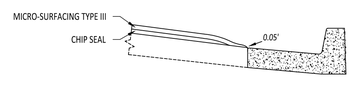
AP REMOVE AND REPLACE 0.50" AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



DETAIL "C"
NTS

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SUNSET AVENUE - STA. 26+75 TO 39+00

MADERA
CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

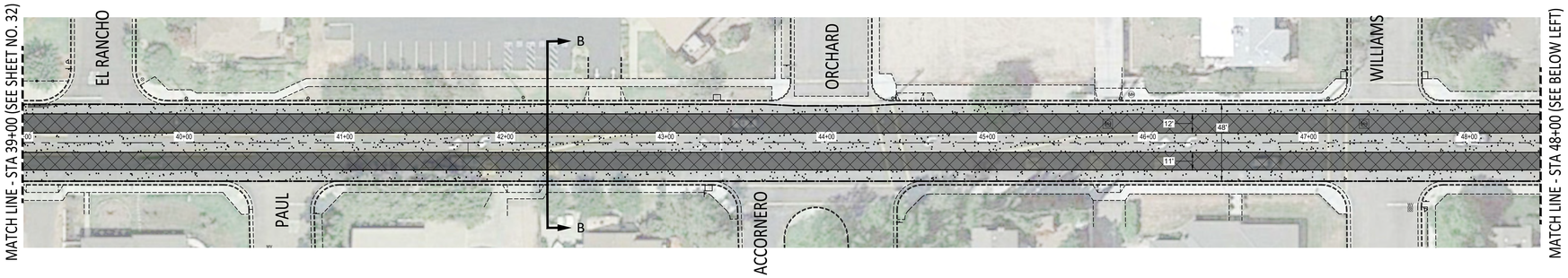
SHEET 32 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

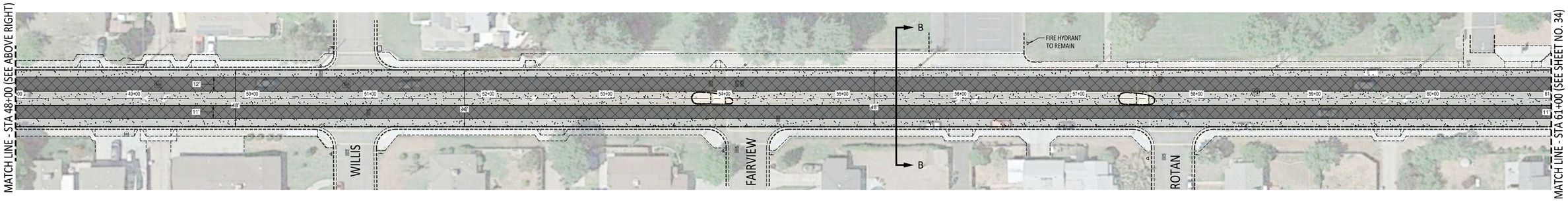
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug/8/2026 3:19 PM
O:\CIP-PROJECTS-MADERA\2021-22 FY\R79 - SB1 RMRA - FY21 CNBRK\CONBRK\CA-MADERA-SB1 RMRA - CA-R2018-FY21 FY22\IMPROVEMENT PLANS\CONBRK SUNSET AVENUE\SUNSET AVENUE - CONBRK - R79.DWG



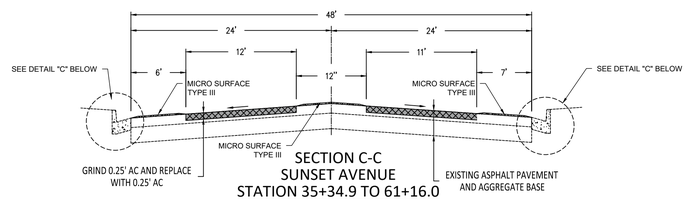
SUNSET AVENUE - MICRO SURFACE TYPE III (SITE 15)

SCALE: 1" = 40'



SUNSET AVENUE - MICRO SURFACE TYPE III (SITE 15)

SCALE: 1" = 40'



SECTION C-C
SUNSET AVENUE
STATION 35+34.9 TO 61+16.0
STATION 63+78.0 TO 75+64.0
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

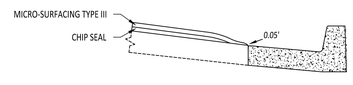
1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50" AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



DETAIL "C"
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SUNSET AVENUE - STA. 39+00 TO 61+00

TRUST MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

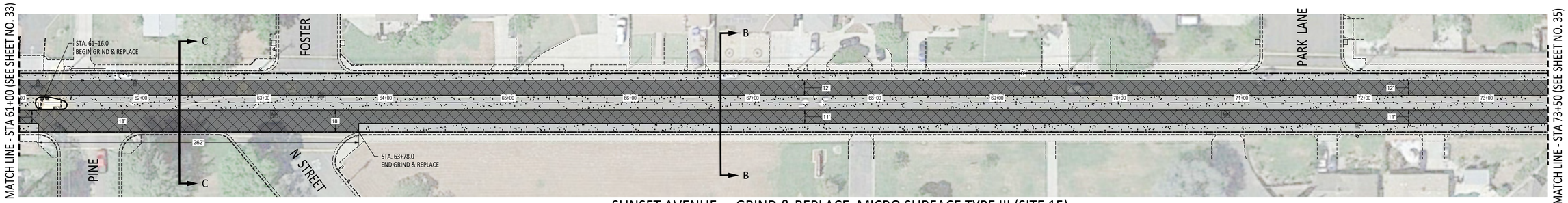
SHEET 33 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

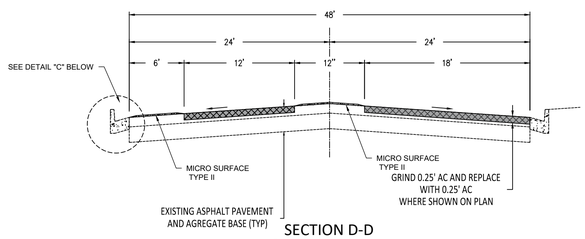
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-79

Aug 18,2026 3:52 PM
G:\CIVIL\PROJECTS\1-600000-600419\R79\01 PROJECT DATA\01 COORDINATE AND ELEVATION\R-79 SUNSET AVENUE - CAD FILES\R-79 STREET IMPROVEMENTS\R-79 SUNSET AVENUE - CAD FILES\R-79 STREET IMPROVEMENTS - SUNSET AVENUE.DWG

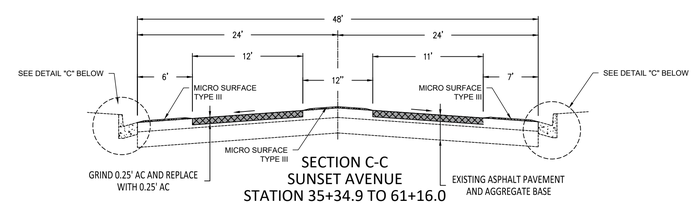


SUNSET AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 15)

SCALE: 1" = 40'



SECTION D-D
SUNSET AVENUE
STATION 61+16.0 TO 63+78.0
NTS



SECTION C-C
SUNSET AVENUE
STATION 35+34.9 TO 61+16.0
STATION 63+78.0 TO 75+64.0
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

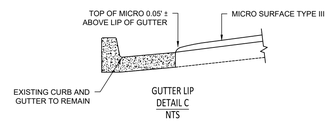
AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



GUTTER LIP
DETAIL C
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SUNSET AVENUE - STA. 61+00 TO 73+50

The Heart of MADERA
CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

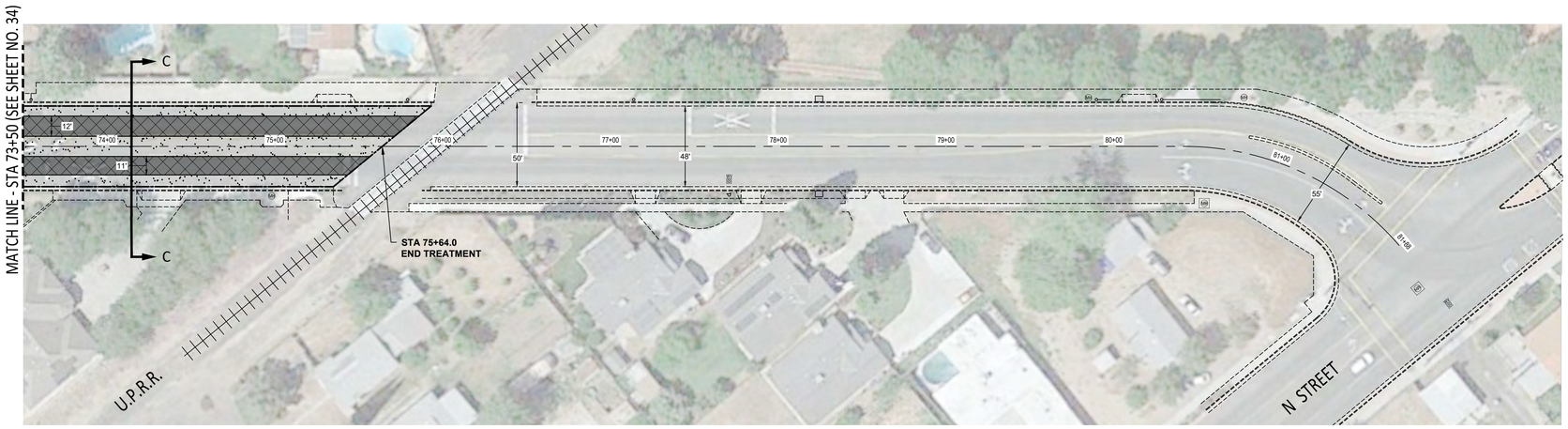
SHEET 34 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

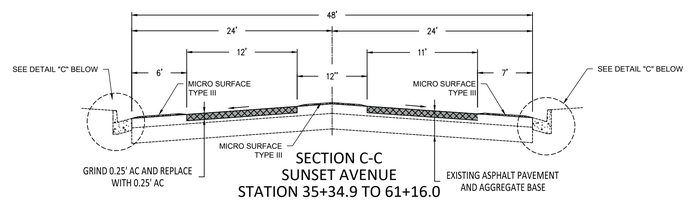
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-79

Aug 18,2026 3:17 PM
G:\CIP-CP PROJECTS\R-00009-2024 STREET PROJECTS\PLANS COMPACTS\PLANS-R-9988-79 CURBS\C-CADD\T-SUNSET AVENUE\T-SUNSET AVENUE-R-9988-79.DWG



SUNSET AVENUE - MICRO SURFACE TYPE III (SITE 15)

SCALE: 1" = 40'



SECTION C-C
SUNSET AVENUE
STATION 35+34.9 TO 61+16.0
STATION 63+78.0 TO 75+64.0
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

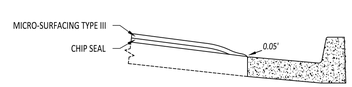
AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



DETAIL "C"
NTS

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
SUNSET AVENUE - STA. 73+50 TO 81+88

The Valley's MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

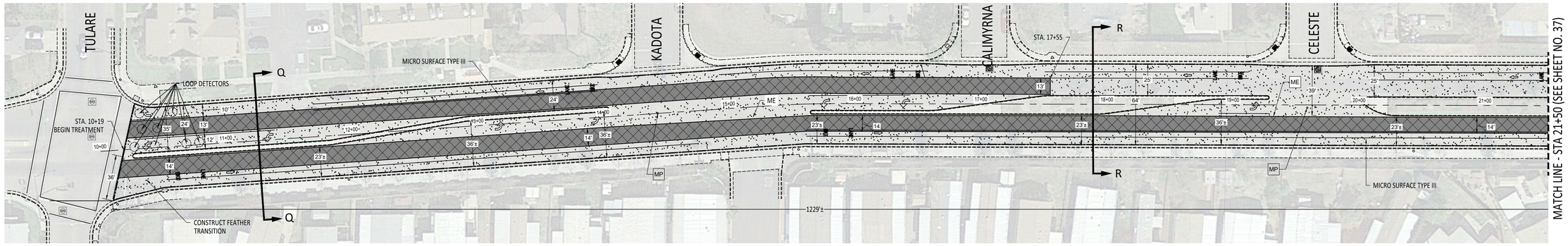
SHEET 35 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY:
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-79

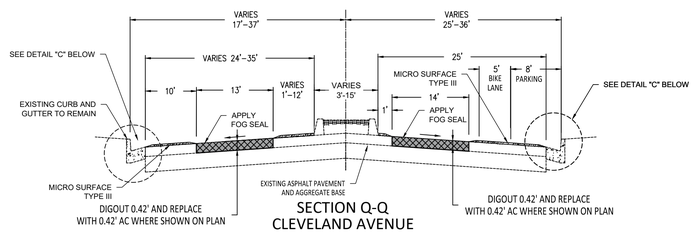
Aug/18/2026 3:52 PM
J:\DPW-P ROJECTS\R-00009-024 (TREE) \PROJECTS\PLANS CAMBRIDGE\CAMBRIDGE - CAD\18-19 STREET IMPROVEMENT - SCHEME A CLEAN\STREETS AND OPERATIONS\R-79



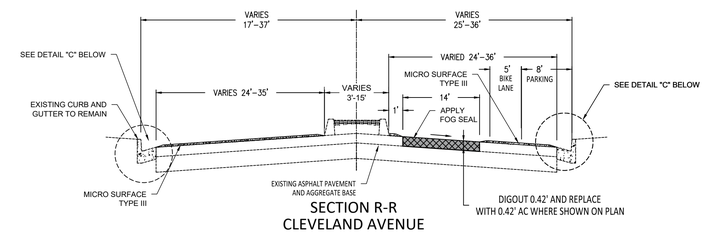
CLEVELAND AVENUE

CLEVELAND AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 16)

SCALE: 1" = 40'



SECTION Q-Q
CLEVELAND AVENUE
STATION 10+19.0 TO 17+55.0
STA 25+22.0 TO 25+80.0
NTS



SECTION R-R
CLEVELAND AVENUE
STATION 17+55.0 TO 22+22.0
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

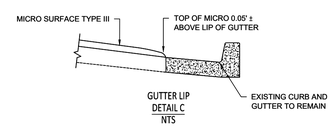
AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP



NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
CLEVELAND AVENUE - STA. 10+00 TO 21+50

The Heart of MADERA
CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 36 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

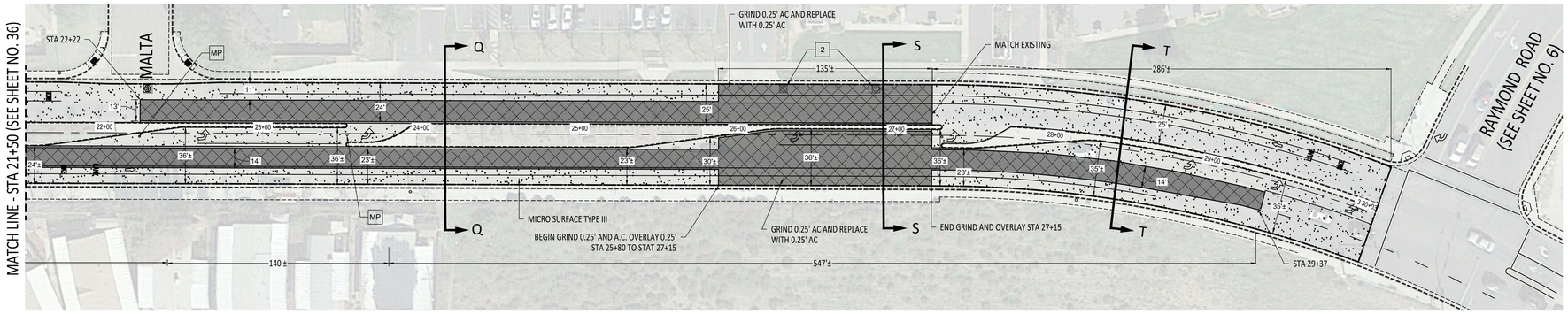
PLAN REVISION

INITIAL ISSUE DATE

CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

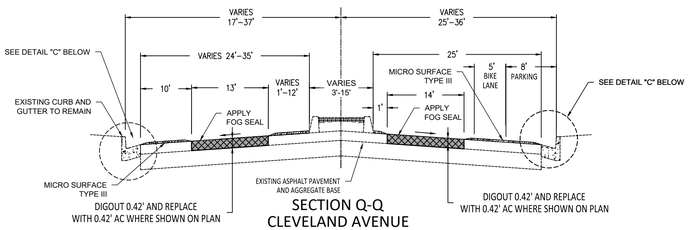
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug 18,2026 3:12 PM
O:\CIP\PROJECTS\40009-20\41FREET PROJECT\PLANS CLEVELAND\CLEVELAND AVE - 16\16-19 CLEVELAND STREET APPROVED\R-79 CLEVELAND AVENUE\CLEVELAND AVENUE\R-79 CLEVELAND AVENUE.DWG

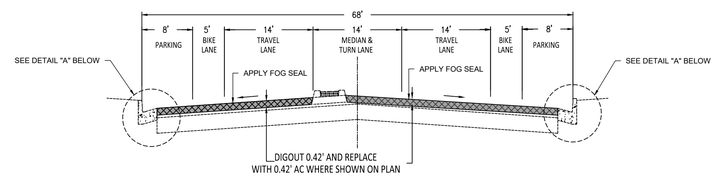


CLEVELAND AVENUE - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 16)

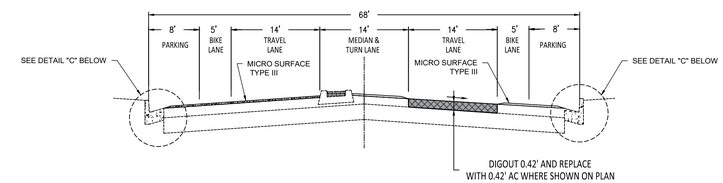
SCALE: 1" = 40'



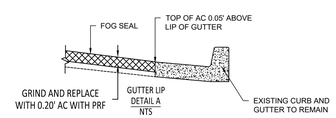
SECTION Q-Q
CLEVELAND AVENUE
STATION 10+19.0 TO 17+55.0
STA 25+22.0 TO 25+80.0
NTS

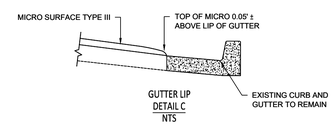


SECTION S-S
CLEVELAND AVENUE
STATION 25+81 TO 27+15
NTS



SECTION T-T
CLEVELAND AVENUE
STATION 27+15 TO 29+37
NTS





LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP. REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.
2) ALL MONUMENTS TO BE PROTECTED. MP

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
CLEVELAND AVENUE - STA. 21+50 TO 30+03

TRUST MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

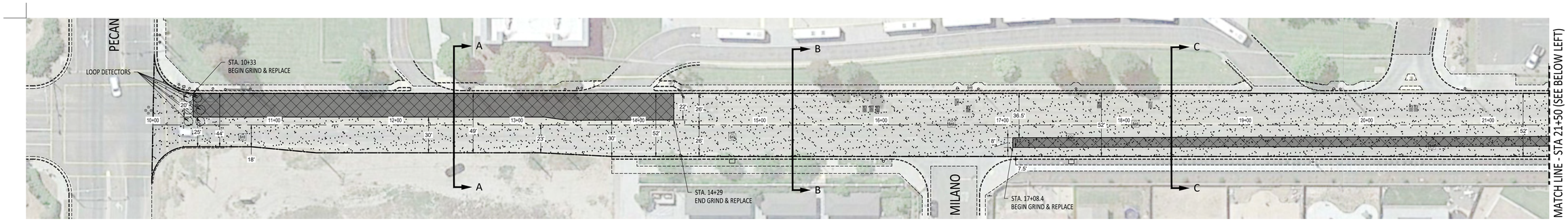
SHEET 37 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

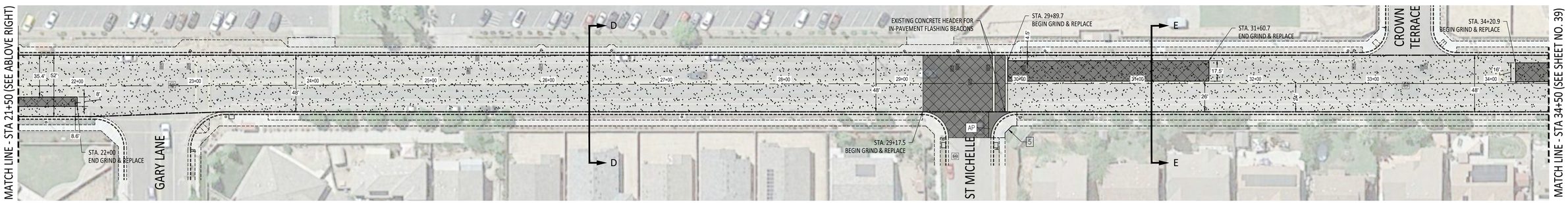
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug 18,2026 3:52 PM
G:\CIP\JP PROJECTS\-6000\00-00\21TEST PROJECT\ADA AND COMPRADYA AND R-168-79 CLEVELAND AVENUE\R-168-79 CLEVELAND AVENUE.DWG



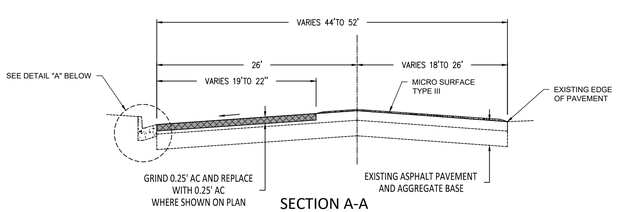
STADIUM ROAD - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 17)

SCALE: 1" = 40'

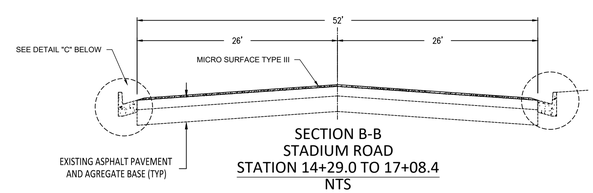


STADIUM ROAD - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 17)

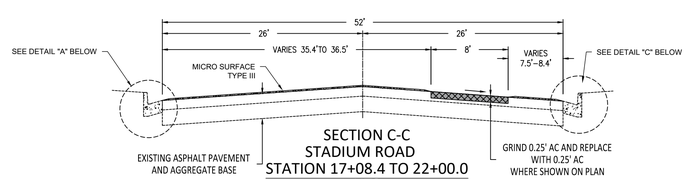
SCALE: 1" = 40'



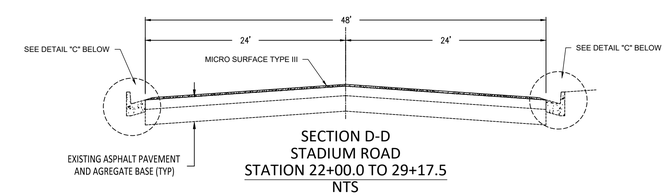
SECTION A-A
STADIUM ROAD
STATION 10+81.5 TO 14+29
NTS



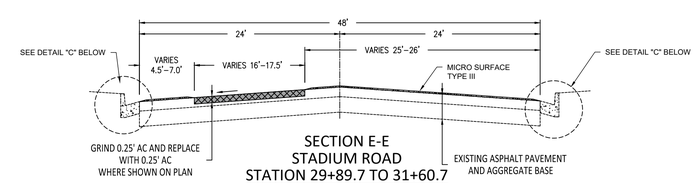
SECTION B-B
STADIUM ROAD
STATION 14+29.0 TO 17+08.4
NTS



SECTION C-C
STADIUM ROAD
STATION 17+08.4 TO 22+00.0
NTS



SECTION D-D
STADIUM ROAD
STATION 22+00.0 TO 29+17.5
NTS



SECTION E-E
STADIUM ROAD
STATION 29+89.7 TO 31+60.7
STATION 34+20.9 TO 35+67.0
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

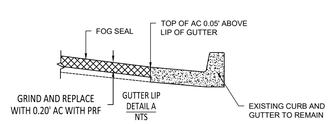
AP. REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

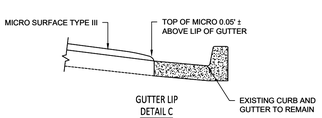
PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP





ELLEN DOBBS BITTER 8/18/2026 DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
STADIUM ROAD - STA. 10+00 TO 21+50

The Heart of MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

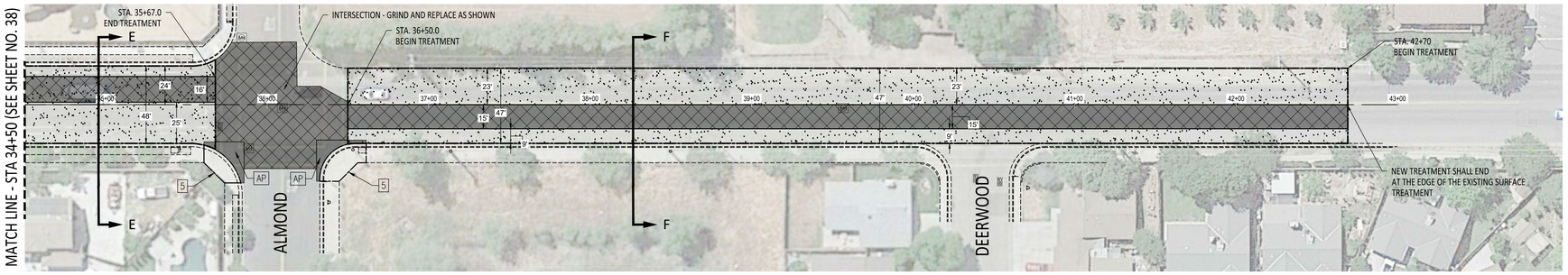
SHEET 38 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

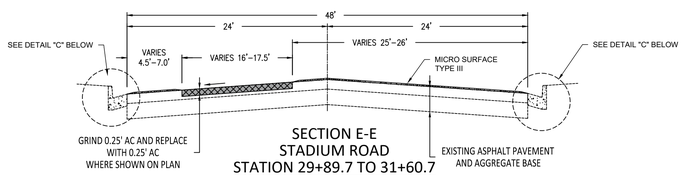
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES: DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug/18/2026 3:57 PM
U:\PCW PROJECTS\2020\R-1024 STREET PROJECTS\R-1024 CONSTRUCTION\R-1024 STREET IMPROVEMENTS - ACCOMPLISH CONSTRUCTION AND OPERATIONS\PLANS

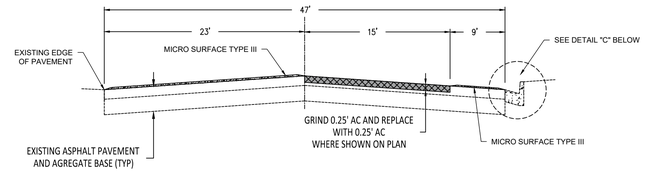


STADIUM ROAD - GRIND & REPLACE, MICRO SURFACE TYPE III (SITE 17)

SCALE: 1" = 40'



SECTION E-E
STADIUM ROAD
STATION 29+89.7 TO 31+60.7
STATION 34+20.9 TO 35+67.0
NTS



SECTION F-F
STADIUM ROAD
STATION 36+50.0 TO EDGE OF EXISTING SURFACE TREATMENT
NTS

LEGEND:

- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO–SURFACING TYPE III. ALL AREAS RECEIVING MICRO–SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO–SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

CONSTRUCTION NOTES:

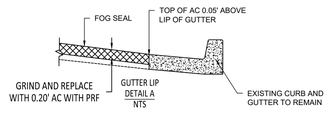
1	PROTECT UTILITY MANHOLE LID FOR ACCESS
2	PROTECT WATER VALVE LID FOR ACCESS
3	SAW CUT NEAT AND CLEAN MATCH EXISTING
4	TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5	RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS
AP	REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

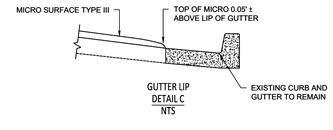
PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
⌖	– GRADE 2% MAX. IN INDICATED DIRECTIONS

SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP





NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS–BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

Ellen Dobbs Bitter 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
STADIUM ROAD - STA. 34+50 TO 40+02

The Spirit of MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

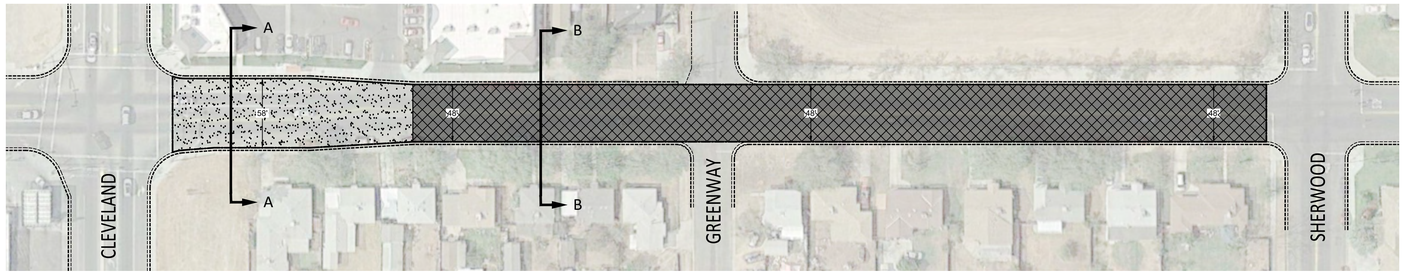
SHEET 39 OF 40 SHEETS

APPROVED BY: Keith Helmuth DATE 8-19-26
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

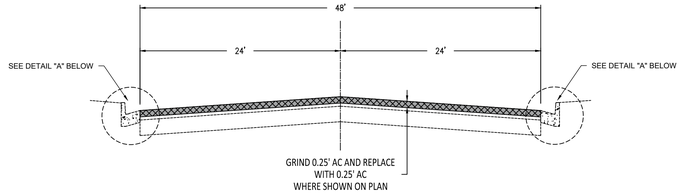
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R–79

Aug/18/2026 3:12 PM
U:\CIP PROJECTS\2-00000-0047\17017-ROAD\17-PLANS\CONTRACT\CO-PLANS-PSMP-TC\COMPLICATED\17-CO-PLANS-PSMP-TC-COMPLICATED-SHEET-39.DWG

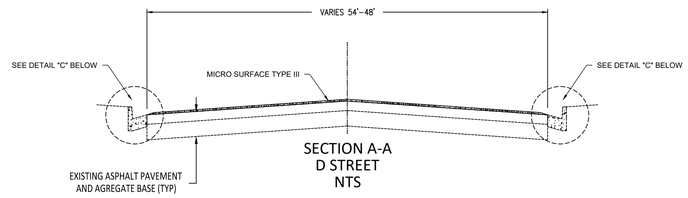


D STREET - GRIND & REPLACE & MICRO-SURFACING TYPE II (SITE 18)

SCALE: 1" = 60'



SECTION B-B
D STREET
NTS



SECTION A-A
D STREET
NTS

LEGEND:

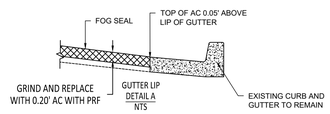
- GRIND AS INDICATED ON THE PLAN AND TYPICAL SECTIONS (SEE PLAN SHEETS)
- ASPHALT CONCRETE (SEE TYPICAL SECTION)
- MICRO-SURFACING TYPE III. ALL AREAS RECEIVING MICRO-SURFACING TYPE III SHALL BE CRACKFILLED PRIOR TO APPLYING MICRO-SURFACING TYPE III. SEE TYPICAL SECTION THIS SHEET.

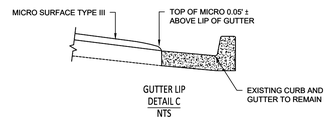
CONSTRUCTION NOTES:

1. PROTECT UTILITY MANHOLE LID FOR ACCESS
2. PROTECT WATER VALVE LID FOR ACCESS
3. SAW CUT NEAT AND CLEAN MATCH EXISTING
4. TRAFFIC LOOP DETECTORS TO BE REMOVED AND REPLACED
5. RECONSTRUCT ACCESS RAMP PER CURRENT ADA REQUIREMENTS

AP REMOVE AND REPLACE 0.50' AC PLUG AT CURB RAMP

PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
NTS	– NOT TO SCALE
↔	– GRADE 2% MAX. IN INDICATED DIRECTIONS





SPECIAL NOTES:

1) EXISTING STRIPING AND PAVEMENT MARKERS TO BE REMOVED AND REPLACED.

2) ALL MONUMENTS TO BE PROTECTED. MP

NOTE:

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY AN ACCURATE AS-BUILT DRAWING OF ALL THE EXISTING STRIPING WITHIN THE PROJECT LIMITS. NO CONSTRUCTION SHALL COMMENCE UNTIL THE CITY HAS APPROVED THE DRAWING. THE DRAWING SHALL BE USED FOR RESTRIPING PURPOSES.

ELLEN DOBBS BITTER 8/18/2026
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

2020-21 SB-1 (RMRA) SEALS AND OVERLAYS
CITY PROJECT NO. R-79
"D" STREET - SEE PLAN

TRULY MADERA

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 40 OF 40 SHEETS

APPROVED BY: Keith Helmuth CITY ENGINEER DATE 8-19-26

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E. BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-79

Aug 18,2026 3:51 PM
C:\PW\JP-PROJECTS-A0000\20-021\PDSC\CTA\ACI CONFIRMED\R-79\R-79 CONFIRMED\R-79 STREET IMPROVEMENTS - CAD FILES\R-79 STREET IMPROVEMENTS - D STREET.DWG

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Larry Pendarvis

Larry Pendarvis, Assistant Chief

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: D-6

SUBJECT:

Purchase of Rosenbauer Type-1 Custom Fire Engine and Related Budget Amendment

RECOMMENDATION:

Adopt a Resolution Approving a Purchase Agreement for a Rosenbauer Type-1 Fire Engine from Rosenbauer South Dakota, LLC under Sourcewell Cooperative Purchase Contract #082025- RSD and an amendment to the Fiscal Year2025/26 adopted budget appropriating $1,263,012 for the purchase in the Measure K Fire Budget

SUMMARY:

The City has a fleet of fire apparatus comprised of engines and trucks. Each of the three stations has a front-line apparatus, while two older fire engines are kept in reserve to be made available when one of the primary engines is out of service or for routine maintenance.

The requested engine would serve as a frontline engine. Upon delivery, the City's oldest frontline engine would be placed on reserve status while the oldest reserve engine, a 2002 Spartan Metro Star, would be retired. Considering that wait times for delivery of a new engine is approximately 900 days or 2.5 years, it is anticipated that the new engine would be delivered in early 2029, when the 2002 Spartan would be approximately 27 years old.

DISCUSSION:

National Guidelines

The National Fire Protection Association (NFPA) 1900 Annex D Guidelines recommend that the frontline service for an engine is 15 years. After 15 years, engines are often placed on reserve status for an additional 10 years, for approximately a 25-year service life. While the guidelines are not mandatory, they serve as a best-practice benchmark.

Engine Types

The NFPA classifies engines by type and function. While there are many engine types, their purpose differs. Table 1 summarizes the various engine types. In short, a Type 1 Fire Engine (e.g., E-56 and E-57) is a full-sized structural firefighting apparatus designed primarily for urban environments. It typically carries up to 500 gallons of water and is equipped with ladders, hoses, extrication equipment, and tools for structure fires and rescue operations.

A Type 1 Ladder Truck (also referred to as an aerial ladder or "truck company"; e.g., Truck 58) is designed for firefighting and rescue operations involving multi-story or large commercial structures. It is equipped with an aerial ladder and specialized tools such as ventilation saws, forcible entry equipment, vehicle extrication equipment, emergency medical service (EMS) tools, and ground ladders. Unlike a Type 1 engine, a ladder truck generally carries less water and focuses on providing access, ventilation, and rescue support.

In contrast, a Type 6 Fire Engine is a smaller, more maneuverable wildland or quick-attack unit built on a pickup-style chassis. It generally carries 150 to 300 gallons of water and includes limited hose and equipment. Type 6 engines are well-suited for vegetation fires, medical responses, and incidents in areas with restricted access where larger apparatuses cannot easily operate. The City has one Type 6 engine and has ordered a new one to replace the existing engine.

Table 1: *Engine Types*

Type	Brief Description
1	▪ Most common fire truck in use today ▪ Typically responds to structural fires ▪ Usually transports up to 4 firefighters
2	▪ More common in rural areas ▪ May be used for structural fires, but also for vegetation fires
3	▪ Wildland engine ▪ Has the ability to drive in rough terrain ▪ Common in rural areas
4	▪ Wildland engine ▪ Similar to Type 3, but a smaller pump and less hose
5, 6, 7	▪ Typically, pick-up truck-based with 4-wheel drive ▪ Used heavily in vegetation fires due to its off-road abilities

Identifying a New Engine

Staff researched the types and styles of engines exhaustively during the purchase of Engine 57, the newest Type 1 engine that was placed in service in 2024. During this process, an apparatus committee was established to design an engine that best fits the needs of the City. Since Engine 57 is serving the needs of the City well, staff recommend continuing with the same design and manufacturer (2023 Rosenbauer). This would also bring consistency and standardization to the City's fleet. Staff is also recommending the same color scheme as Engine 57.

Fire Fleet Overview

Since the creation of the Fire Equipment Replacement Program (FERP) in 2019, the City has taken a deliberate approach to engine replacement to ensure the fleet meets the City's operational needs while remaining fiscally responsible. Although engines represent significant capital investments, staff has prioritized purchasing equipment to provide effective emergency response without incurring unnecessary costs for features that exceed the City's operational needs.

The following tables highlight the City's existing and proposed fleet by station. Frontline engines are identified by the station number.

Table 2: *Existing Equipment by Station*

Station	Equipment	Type	Model Year	Status
56	Engine 56	1	2016	Frontline
	Engine 656[(a)]	6	2006	Frontline
	Utility Terrain Vehicle (river access)	N/A	2023	Frontline
57	Engine 57	1	2023	Frontline
	Engine 257	1	2008	Reserve
58	Ladder Truck 58	1	2018	Frontline
	Engine 58	1	2002	Reserve

[(a)] On November 5, 2025, Council approved the purchase of a new Type 6 fire engine to replace the 2006 model. The purchase price was $461,480. Estimated delivery time for Engine 656 is May 2028 (30 months from purchase date).

The City's frontline fire engines are approximately 10, 8, and 3 years old, while its two reserve engines are 18 and 24 years old.

2002 Spartan (oldest in-service engine)

The City's oldest operational engine, the 2002 Spartan, has served the City well but is exhibiting increasing signs of wear. Upon receipt, the City would replace the 2002 Spartan in its entirety as it will be retired from service. The 2016 Spartan (Engine 56) would be transitioned to a reserve engine and housed at Fire Station 58.

Apart from the age of the 2002 Spartan, which will be 27 years old in 2029, staff's primary concern is the engine's declining reliability. Although reserve engines are not used daily, they are routinely placed into frontline service when the latter is out of service for scheduled maintenance or unexpected repairs. As a result, a reserve engine must be capable of performing at the same level of reliability as frontline engines. While nearly $75k has been spent on repairs in the last 16 months, a considerable amount, the greater concern is the increasing frequency of issues regarding its reliability. Table 3 provides a synopsis of recent repairs.

Table 3: *Recent 2002 Spartan Maintenance Costs*[a]		
Date	Repairs Needed	Cost[b]
5/7/25	Pump packing/pump input/output shaft	$3,507
10/8/25	Pump overhaul, oil leak, water pump, gauges[c]	$33,092
10/21/25	Cab tilt controller, power steering leak, oil leak	$2,630
3/13/26	Cab tilt electrical issues	$374
5/20/26	Electrical wiring repairs	$548
7/8/26	Replace coolant surge tank	$790
7/28/26	Multiple leaks and electrical Issues	$33,874
	Total	**$74,815**

(a) Does not include routine items, such as oils, fluids, brakes, tires, etc.
(b) All figures are rounded to the nearest dollar. Totals may not equal the sum of individual amounts due to rounding.
(c) The engine was out of service for approximately 4 months due to maintenance, meeting out-of-service criteria.

As the engine has aged, replacement parts have become more difficult to obtain, and maintenance requirements have increased, making it progressively more challenging to keep the vehicle in reliable service. Compounding this issue, the current lead time for a new fire engine is approximately 2.5 years, meaning the existing reserve engine would continue to age while awaiting delivery of its replacement.

It should be further noted that as recently as July 2026, 2 of the City's 5 engines were inoperable (Truck 58, Engine 58), leaving the City with 3 operable engines. This leaves the City with no reserve fire apparatus should another frontline apparatus be placed out of service. Truck 58 is awaiting a part with a few weeks' lead time for delivery. Engine 58 (2002 Spartan), has multiple leaks and electrical issues that require it to be out of service according to DOT regulations in regard to safety issues.

Proposal

Consistent with the guidance provided by NFPA, which recommends evaluating fire apparatus for replacement after approximately 15 years of frontline service and up to 25 years of total service life, staff recommends:

- Purchasing a new Type 1 frontline engine.
- Upon delivery, the existing 2016 frontline engine would be placed in reserve status.
    - Although the existing 2016 frontline engine will be approximately 13 years old at the time (early 2029) and could reasonably remain in frontline service per NFPA standards, staff's recommendation is driven primarily by the condition and age of

the City's 2002 reserve engine, rather than the 2016 engine. Upon receipt of a new engine, the 2002 Engine would be approximately 27 years old. While larger fire departments may on occasion rely on its reserve fleet, given that the City only has 3 frontline engines, it relies heavily on its reserve engines.

- The new engine would be housed at Station 56 (Lake Street); the City's busiest station.

- Returning to Council at a yet to be determined date to determine how to best surplus the 2002 Engine.

Table 4: *Proposed Equipment by Station in 2029*

Station	Equipment	Type	Model Year	Status
56	Engine 56 [(a)]	1	2027	Frontline
	Engine 656 [(b)]	6	2026	Frontline
	Utility Terrain Vehicle (river access)	N/A	2023	Frontline
57	Engine 57	1	2023	Frontline
	Engine 257	1	2008	Reserve
58	Ladder Truck 58	1	2018	Frontline
	Engine 58 [(c)]	1	2016	Reserve

(a) Subject of this report. Estimated delivery time is 2.5 years (early 2029).
(b) On November 5, 2025, Council approved the purchase of a new Type 6 fire engine to replace the 2006 model. The purchase price was $461,480 and is due upon receipt of the engine. Estimated delivery time for Engine 656 is 2.5 years (May 2028).
(c) Existing Engine 56 (2016) would be placed on reserve status at Station 58 and would be reclassified as Engine 58. The primary purpose of the relocation is that Station 56 does not have adequate space to store the engine indoors.

In addition to City use, engines may be used to provide mutual aid throughout the State. When resources are sent on Statewide mutual aid assignments, the City is reimbursed for the costs of staff and for the use of vehicles. As the fleet ages, it becomes more challenging to dispatch engines on mutual aid assignments.

Vendor Selection Process

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Purchasing Agent to purchase supplies, equipment, or services without completing the City's bidding or proposal process from any supplier who offers the goods or services at the same or better price, terms, and conditions as the supplier previously offered to another public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that other public agency.

Staff recommends utilizing a Sourcewell piggyback purchase agreement. Sourcewell is a national cooperative purchasing organization that conducts competitively solicited procurement on behalf of participating public agencies. Sourcewell develops and administers contracts through a competitive solicitation process that satisfies public procurement requirements, allowing participating agencies to utilize those contracts through authorized piggyback purchasing.

For large and specialized equipment purchases, cooperative contracts often provide significant advantages over conducting a formal solicitation. By aggregating the purchasing power of multiple participating agencies, Sourcewell is able to leverage economies of scale to negotiate favorable pricing, standardized terms and conditions, and reduced procurement timelines.

Staff evaluates cooperative contracts on a case-by-case basis to determine whether they are in the City's best interest and only recommends their use when they provide the greatest overall value, such as this.

FINANCIAL IMPACT:

In an effort to plan for vehicle replacement costs, the City established a Motor Vehicle Replacement Fund that accumulates annual contributions based on a vehicle's set replacement value and estimated useful life. At the time, fire engines were not included in the program. As a result, staff recommended the FERP in Fiscal Year 2019/20 using Measure K revenue. In creating the FERP, the following assumptions were made:

- Frontline engines have an expected service life of 15 years
- The City has 3 fire stations; thus, the City would need to purchase a new fire engine every 5 years
- Type-1 Engines, fully equipped, cost approximately $1.5 million
- $490k from Measure K would be assigned annually; up from the original allocation of $200k

Similar to most financial assumptions, a recalibration may be necessary in the future due to changes in market conditions or increases in equipment costs. The City implemented such a recalibration in Fiscal Year 2022/23 in response to rising fire engine costs, ensuring that budget projections remained aligned with actual expenditures.

Table 5: *Annual budget allocations to the FERP (source: Measure K)*

Fiscal Year (FY)	$ allocation per FY	Total
18/19[a], 19/20, 20/21, 21/22	$200,000	$800,000
22/23, 23/24, 24/25, 25/26	$490,000	$1,960,000
26/27 (per adopted budget)[(b)]	$490,000	$490,000
	Total[(c)]:	**$3,250,000**

(a) Funds were not originally allocated during the 2018/19 budget process. Rather, the City retroactively assigned unexpected additional revenue from Measure K in FY 2019/20.
(b) Funds are typically allocated as funding is received throughout the fiscal year or at the end of the fiscal year.
(c) Not included in this figure are revenues received by the City when an engine responds to a State request for support.

Over the past several years, the City has invested in equipment to enhance the City's operational capacity and proactively reduce the likelihood of fires starting within the community. These funds have been used not only for direct fire department equipment, such as apparatus and protective gear, but also for heavy equipment that enables the City to reduce fire fuel loads, including the removal of dry brush and overgrown vegetation along the Fresno River.

Fortunately, the City has been able to allocate funds for nine fiscal years, including the retroactive year, which has allowed for the purchase of both new and replacement equipment. These ongoing investments have improved emergency response capabilities and significantly reduced the severity and frequency of fires, particularly along the Fresno River. Table 6 summarizes equipment acquisitions.

Table 6: *Equipment acquisitions under the FERP*

Fiscal Year	Equipment Purchased	Purchase total[a]
19/20	Utility Terrain Vehicle 1	$20,545
21/22	Type 1; Engine 57	$751,460
22/23	Equipment for Engine 57	$206,544
23/24	Utility Terrain Vehicle 2	$23,704
23/24	Tractor with boom[b]	$150,182
24/25	Skid steer with masticator[b]	$113,533
23/24	Flail mower[b]	$13,977
25/26	Type-6 Fire Engine[c]	$461,480
26/27	Type 1; Engine 56 (this item)[d]	$1,263,012
	Total	**$3,004,437**

(a) All figures are rounded to the nearest dollar. Totals may not equal the sum of individual amounts due to rounding.
(b) Equipment purchased for the Safe & Clean team primarily to reduce fuel along the river.
(c) Per report to Council on Nov. 19, 2025, this invoice is to be paid upon delivery of the engine.
(d) This item. To be paid upon delivery of the engine.

It is noted that the City also owns three, ¾ ton trucks, assigned to the battalion chiefs. The trucks are in the City's vehicle replacement fund and are not part of the FERP.

Fund balance & payment options

The City has approximately $1.7M in the FERP as of June 30, 2025. An additional $490,000 is budgeted to be added to the reserve during Fiscal Year 2026/27.

The base price of the Type-1 engine is $1,263,012. The dealer offers a pre-payment option. If exercised, the price under the pre-payment option would be $1,146,066, or $116,946 lower than the base price. Staff calculated that the City will lose approximately $107,385 of interest income during the 900-day construction period of the vehicle if the pre-payment is made. Given the loss of interest income, staff is recommending that the base price option be selected.

Table 7: *Cost for new engine*[(a)]

Base Price	If pre-paid	Equipment[(b)]
$1,263,012	$1,146,066	±$200k

[(a)] Figures are rounded to the nearest dollar.

[(b)] Not part of this request; rather, a future item will be brought before Council for consideration.

While costly, citizens can rest assured that the staff does not take this purchase casually. Rather, staff has taken necessary steps to obtain the most precise and accurate information to purchase the best product available. The initial Type-1 engine is one of the essential tools that the City employs for structure fires, vehicle accidents, medical aids, etc. Above all, this apparatus will ensure lasting service to serve and safeguard the citizens and properties the City is charged with protecting.

ALTERNATIVES:

As an alternative, Council may:

1. Request additional information on the cost, engine type, etc.
2. Defer making the purchase.
3. Deny the request.

ATTACHMENTS:

1. Resolution
    a. Sourcewell purchase agreement
2. Photos of the City's existing Engine 58 (2002 Spartan) to be decommissioned in 2029
3. Photos of the model proposed for purchase per this report

Attachment 1: Resolution, including Purchase Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A PURCHASE AGREEMENT FOR A ROSENBAUER CUSTOM TYPE 1 FIRE ENGINE A SOURCEWELL PURCHASE CONTRACT #082025-RSD; AUTHORIZING EXECUTION BY CITY MANAGER; AND AMENDING THE 2025/26 ADOPTED BUDGET APPROPRIATING $1,263,012 FOR THE PURCHASE IN THE MEASURE K FIRE BUDGET FOR THE PURCHASE OF EQUIPMENT

WHEREAS, the City has determined that it is prudent to purchase a new type 1 fire engine to replace a 2002 Spartan Metro Star that is 24 years old; and

WHEREAS, the purchase of a new type 1 engine will help ensure lasting service to serve and safeguard the citizens, visitors, and properties the City is charged with protecting; and

WHEREAS, staff conducted exhaustive research to ensure that the new type 1 engine meets the needs of the community and that staff have taken all necessary steps to obtain the most precise and accurate information to purchase the best product available; and

WHEREAS, staff has identified Rosenbauer South Dakota, LLC as the best option; and

WHEREAS, the purchase can be made without the City soliciting formal bids because the basic specifications and corresponding purchase price have already been formally and competitively bid under a cooperative purchasing contract through Sourcewell. The cooperative agreement allows the City to purchase the engine without independently negotiating new terms; and

WHEREAS, the City created a Fire Engine Replacement Fund using Measure K revenue in Fiscal Year 19/20; and

WHEREAS, the City Council previously adopted a City-wide budget for the 26/27 fiscal year; and

WHEREAS, the City has determined that it is prudent to purchase a Type 1 engine at a cost of $1,263,012; and

WHEREAS, an adequate fund balance is available in the Fire Engine Replacement Fund to allow for said increase of appropriations.

NOW THEREFORE, the City Council of the City of Madera hereby finds orders and resolves as follows:

1. The above recitals are true and correct.
2. The Purchase Agreement for a Rosenbauer Type 1 Fire Engine under a

Sourcewell Purchase Contract #082025-RSD is approved, attached hereto as Exhibit A is approved.

3. The budget of the affected Measure K Fire Fund is hereby amended to include the appropriate changes shown in Exhibit B to this resolution which is incorporated by reference.
4. The City Manager is authorized to execute the Purchase Agreement.
5. A signed copy of this resolution shall be placed on file in the Office of the Director of Finance who shall prepare entries necessary to reflect budget changes identified in the City's accounting system.
6. This resolution is effective immediately upon adoption.

* * *

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 26-_____

Budget Adjustments for Fiscal Year 2026/27

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Measure K Fire					
1026	2500	4900	Budgetary Carryover		$ 1,263,012
1026	2500	7000	Vehicles and Equipment	$ 1,263,012	
				$ 1,263,012	**$ 1,263,012**

PARTICIPATING AGREEMENT

to Sourcewell Contract No. 082025-RSD

This Participating Agreement ("PA") is entered into by and between the City of Madera, California ("City") and Rosenbauer America, LLC, a Delaware limited liability company with offices at 5240 257th Street, Wyoming, MN 55092 ("Vendor") for the purpose of establishing terms applicable to the City's use of the following cooperative agreement:

Original Agreement: Sourcewell Contract No. 082025-RSD (Exhibit A)

Original Contract Term: 04/04/2026-12/08/2029

The City intends to piggyback the above-referenced cooperative agreement in accordance with Title II, Chapter 4 of the Madera Municipal Code.

Except as specifically modified herein, all terms, conditions, pricing, and specifications of the original cooperative agreement shall remain in full force and effect.

1. INCORPORATION OF COOPERATIVE AGREEMENT

The cooperative agreement identified above is incorporated herein by reference as though fully set forth, a copy of which is maintained by the City's Purchasing Agent.

In the event of a conflict between this PA and the original cooperative agreement, the terms of this PA shall control for purchases made by the City; provided, however, that the warranty, limitation of liability, disclaimer of warranties, and remedy provisions of the original cooperative agreement shall remain in full force and effect and shall not be superseded, reduced, or expanded by this PA.

2. DESCRIPTION OF GOODS AND/OR SERVICES

Rosenbauer Custom Type 1 Fire Engine, as identified in Exhibit B.

3. CITY OF MADERA PROCUREMENT TERMS

The following supplemental or modified terms shall apply to the City's purchases under this PA:

3.1. Indemnification

Vendor shall indemnify, defend, save, and the City of Madera, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by the City, arising out of any act or omission in the performance of this agreement by the Vendor or its agents or employees; this indemnification includes injury or death to person(s)

or property alleged to have been caused by some defect in design, condition, or performance of the goods under this Agreement. The City's responsibility will be governed by the California Government Claims Act (California Government Code Section 810 et seq.) and other applicable law.

3.2. Insurance Requirements

The insurance requirements applicable to this PA shall be based on the category of goods and/or services being procured. The applicable category shall be identified below with the specific requirements attached as Exhibit C if applicable.

☑ Goods Only – No Insurance Required

☐ Goods and Services – Schedule A

☐ General Services – Schedule B

☐ Consultant Services – Schedule C

☐ Contractor Services – Schedule D

☐ Software – Schedule E

☐ Software as a Service (SaaS) – Schedule F

The checked schedule(s), included as Exhibit C, when applicable, and incorporated herein by reference and establishes the minimum insurance requirements applicable to Vendor under this PA.

3.3. Invoicing and Payment

Invoices shall reference the applicable City purchase order number and be submitted to:

Anthony Garcia, Battalion Chief, Anthony.garcia@fire.ca.gov

Payment terms shall be net 30 unless otherwise approved in writing by the City.

3.4. Purchase Orders

No work shall commence, and no goods shall be provided until the Vendor receives a valid City purchase order, if required by the City.

3.5. Prevailing Wage

If the work performed under this PA constitutes public works subject to California prevailing wage laws, Vendor shall comply with all applicable requirements of the California Labor Code.

3.6. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this PA, other than payment obligations, to the extent caused by events beyond its reasonable control, including acts of God, fire, flood, earthquake, severe weather, war, terrorism, civil unrest, labor disputes, epidemics or pandemics, governmental actions or orders, and shortages of or delays in materials, components, or transportation affecting the supply chain. The affected party shall promptly notify the other party in writing of the force majeure event and its anticipated duration, shall use commercially reasonable efforts to mitigate the effects and resume performance, and the time for performance shall be extended by a period equal to the duration of the delay. If a force majeure event continues for more than one hundred twenty (120) days, either party may terminate the affected purchase upon written notice, in which case the City shall pay for all goods delivered and work performed through the date of termination and neither party shall have further liability arising from the excused delay.

3.7. Governing Law and Dispute Resolution

This PA shall be governed by the laws of the State of California. The parties shall attempt in good faith to resolve any dispute through informal negotiation before initiating litigation, and any action shall be brought in the state or federal courts located in Madera County, California. Nothing in this PA waives any claim-presentation requirement under the California Government Claims Act.

4. Term

This PA shall become effective upon execution by both parties and shall remain in effect through the term of the original cooperative agreement, including any valid renewals or extensions, unless terminated earlier in accordance with the terms herein or the original cooperative agreement.

5. Authority

The individuals signing below represent and warrant that they are authorized to execute this PA on behalf of their respective parties.

CITY OF MADERA a municipal corporation	**ROSENBAUER AMERICA, LLC**
By: _____ Cecelia K. Gallegos, Mayor	By: Dawn Osborn
Date: _____	Date: _____

ATTEST:

By: _____ Date: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____ Date: _____
Shannon L. Chaffin, City Attorney

Attachments:

Exhibit A - Sourcewell Contract No. 082025-RSD

Exhibit B – Burton's Fire, Inc. Quote No. 3208

EXHIBIT A

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

MASTER AGREEMENT # 082025
CATEGORY: Firefighting Apparatus and Fire Service Vehicles
SUPPLIER: Rosenbauer America, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rosenbauer America, LLC, 100 Third St., Lyons, SD 57041 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:

   a. **Category 1**: **Structural Apparatus and Comprehensive Solutions,** including, but not limited to:

      i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;

      ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;

      iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,

      iv. **Category 1** responders ***MAY*** include ***complementary*** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds 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 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier’s Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier’s Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier’s Proposal.

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Rosenbauer America, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Joe Lichtscheidl DAFA4EBE5A014DA...
By: _____	By: _____
Jeremy Schwartz	Joe Lichtscheidl
Title: Chief Procurement Officer	Title: Director of Inside Sales
Date: 12/5/2025 | 4:47 PM CST	Date: 12/5/2025 | 2:40 PM CST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	Rosenbauer South Dakota LLC
Does your company conduct business under any other name? If yes, please state:	Rosenbauer America, Rosenbauer Minnesota
Address:	100 Third St Lyons, SD 57041
Contact:	Mike Harstad
Email:	mharstad@rosenbaueramerica.com
Phone:	605-543-5591 9720
HST#:	

Submission Details

Created On:	Wednesday August 06, 2025 11:40:15
Submitted On:	Wednesday August 20, 2025 08:09:48
Submitted By:	Mike Harstad
Email:	mharstad@rosenbaueramerica.com
Transaction #:	b9f93bfd-551d-4c58-8288-6c202924eecb
Submitter's IP Address:	147.243.245.201

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rosenbauer America, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Rosenbauer South Dakota LLC Rosenbauer Minnesota LLC Rosenbauer Motors LLC Rosenbauer Aerials LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1QCZ3	*
5	Provide your NAICS code applicable to Solutions proposed.	336120	
6	Proposer Physical Address:	Rosenbauer America 100 Third St. Lyons, SD 57041	*
7	Proposer website address (or addresses):	www.rosenbaueramerica.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Joe Lichtscheidl Director of Inside Sales 5190 260th St. - Wyoming, MN 55092 jlichtscheidl@rosenbaueramerica.com 612-719-0070	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Harstad Cooperative Purchasing Manager 100 Third St. - Lyons, SD 57041 mharstad@rosenbaueramerica.com 605-543-9720	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	WE ARE ROSENBAUER At our core, we are family. Our family-owned business began in 1866 and has built global partnerships founded on safety and innovation. In the past 150+ years, we have grown. With 14 locations, we are the world's largest manufacturer of fire safety equipment and global leader in firefighting technology. We are a proud team of innovators and inventors, dedicated to keeping you and your crews safe on every call. At Rosenbauer, we're united by one mission – supporting those that save lives and protect property. As a family-owned company, it's personal. So if it has an "R" on it, you have our word on it. At Rosenbauer, our mission is to support those that save lives and protect property. We design, engineer and manufacture certainty. Certainty instills confidence. Confidence empowers duty, courage and camaraderie. Why do we do this? So you can meet any situation with confidence. • COMMUNITY • ETHICS • TEAMWORK • ACCOUNTABILITY • PASSION Rosenbauer's history began in Austria in 1866, when Johann Rosenbauer started the Linz Volunteer Fire Brigade and began selling fire fighting basics. Over the past 150 years, Rosenbauer has become the global leader in firefighting technology and resources. We are the world's largest manufacturer of fire trucks and equipment with eleven manufacturing locations worldwide, three of which are located here in North America. • World's largest manufacturer of firefighting vehicles and solutions • Over 150 years of continued fire industry manufacturing experience • More than 2,000 vehicles produced annually worldwide, including more than 700 in North America • Apparatus sold and serviced by local, independent dealerships with more than 250 sales and service professionals Rosenbauer America is a division of Rosenbauer International. With thousands of employees worldwide, we are an industry leader, known for our cutting-edge innovation and unsurpassed quality. Here in North America, we are 900 strong and growing. Wyoming, MN: Our Wyoming plant specializes in custom vehicles, technically demanding fire service trucks, which are manufactured according to individual customer requirements. In addition, vehicles are produced for export along with two types of PANTHER ARFF. Lyons, SD: Our Lyons production facility produces an estimated 450 vehicles per year including pumpers, aerials, rescues, tankers, industrial, wildland and specialty vehicles for medical simulation education Fremont, NE: Our Fremont facility manufactures rescue aerials and STINGER extinguishing booms. These are mounted on US chassis, or are delivered to various vehicle production centers globally	*
12	What are your company's expectations in the event of an award?	Rosenbauer expects to continue to grow our partnership with Sourcewell. We have been on contract with Sourcewell (also NJPA) for 12 years. The use of cooperative contracts continues to boom in our industry and we are uniquely positioned to continue our partnership with Sourcewell for continued success.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	We have uploaded a financial statement for all of our companies in the uploads section.	*
14	What is your US market share for the Solutions that you are proposing?	Our current market share in the US is 15% as reported by FAMA (Fire Apparatus Manufactures Association)	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our current market share in Canada is 19% as reported by FAMA (Fire Apparatus Manufactures Association)	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rosenbauer would be classified as a Manufacturer. We have a vast dealer network that convers all of North America. Our network currently consists of 27 dealers, 24 of them cover the US states and 3 cover Canada. Each dealer has exclusive territory to ensure complete coverage as well as no overlap in responsibility. All dealers in the Rosenbauer network are fully authorized service and warranty centers to handle everything that one of our customers may need. Rosenbauer employees several support staff in sales, service and warranty to ensure that our network of dealers has all of the information, parts and guidance they need to sell, deliver and maintain our products	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We are proud to have our ISO 9001:2015 Certification. ISO 9001 is defined as the international standard that specifies requirements for a quality management system (QMS). Organizations use the standard to demonstrate the ability to consistently provide products and services that meet customer and regulatory requirements. SD Certificate Number: C574707 | Expiry Date: 3-12-2027 MN Certificate Number: TRC 01056 | Expiry Date: 8-28-2025	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Rosenbauer is a FAMA (Fire Apparatus Manufactures Association) member company. Rosenbauer's members have held several positions within FAMA including: President, Vice President, Past President and Member at Large. Rosenbauer has received several industry awards, FAMA Overachiever award and Good Egg award for marketing as the most prominent. We received accreditation from the BBB for our ISO 9000 and ISO 9001 certification. We are recognizes by the US Government as a Free Trade Zone. We are a registered importer to Canada. We have received the Sec. of Commerce award as a Presidents E-Certificate for exports.	*
21	What percentage of your sales are to the governmental sector in the past three years?	99%	*
22	What percentage of your sales are to the education sector in the past three years?	1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Rosenbauer participates in nationwide and state-level contracts. Currently we hold contracts with the following: Sourcewell H-GAC NASPO Value Point Lamas Florida Sheriff's Ohio State Costars	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rosenbauer currently holds a GSA contract. Our contract number is GAS30F0014S.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Sioux Falls Fire Rescue	Mark Mukovich	605-367-8092	*
Sioux Center Fire Department	Dave Van Holland	712-441-2078	*
Lake Johanna Fire Department	Tim Boehlke	651-755-1113	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Rosenbauer sells our products through a dealer network with exclusive territory across North America. Currently that network consists of 27 dedicated dealerships. 24 of them in the United States and 3 that handle Canada. Rosenbauer has a network of direct staff that manage and back up those dealerships. Rosenbauer employes product specialists that work directly with our dealer network to showcase and promote individual product lines to them, those most prominent of them is our aerial devices. Due to their complexity, ARFF vehicles are sold by our company directly with no dealer involvement. Rosenbauer also sells to the Federal Government and that is also handled by an internal team.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Rosenbauer has a network of dealers that are all authorized to sell and service all products that we offer. All of our municipal sales are handled through the dealer network which currently consists of 27 dealerships. There is a map in the attachments that shows individual territory of each dealership.	*
28	Service force.	All service is provided on our entire product line locally by one of our dealers and back up with factory support from our service department. To assist our dealers in providing service, Rosenbauer has mobile service vehicles that are staffed in Florida, South Dakota, Nebraska, Minnesota and New York that are ready and available to travel to anywhere in North America to assist or lead service repair work. Rosenbauer uses a state of the art online tracking system to catalog and track all calls for warranty and service. The system is available to all service staff and all sales management staff 24-7. Rosenbauer has direct staff of 35 that are dedicated to our service department. Rosenbauer offers periodic EVT (Emergency Vehicle Technician) certification testing and also hosts 10 to 15 service seminars per year to keep our direct personnel and dealer service personal trained on the most current techniques for repairing emergency vehicles.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Once a customer has settled on the product they wish to purchase, an order is accepted by our local dealer. The customer has the option of signing a contract or purchase agreement directly with Rosenbauer, or in other cases will sign a contract or purchase agreement with our dealer/distributor. That information is sent in to the factory to ensure that all of the terms of the agreement are acceptable, accurate and complete. Rosenbauer takes on the responsibility of ensuring that all of the requirements for the contracted purchase are being met, weather those are from a cooperative purchasing contract or other source.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rosenbauer has a robust in-house service team. We utilize an online system for managing all service and warranty requests. Our dedicated team works hand in hand with our dealer network to ensure timely responses for all requests. When requests are submitted to us, the end user or dealer service provider alerts us to the severity of the problem. There are varying degrees of problems with a fire truck. Is it something that is a nuisance and isn't keeping them from using the truck, or is it an issue that takes the truck out of service? If the truck is out of service, our team has an internal alarm that requires them to respond to the request within 2 hours. Our internal staff will coordinate with dealer service staff to ensure parts, expertise and whatever else they need is available to them as quickly as possible.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Rosenbauer currently utilizes the Sourcwell contract and has for 12 years. Most of our dealer network is very well versed in the ways to use it and how it works. We require our dealers to attend a refresher webinar at least every 6 months where we discuss best practices in offering the contract as well as review recent orders. Rosenbauer does not have any products in our offerings that are not available for purchase through the Sourcewell contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Everything that Rosenbauer has to offer through the US market is also available in Canada. We have been using the CANOE connection with great success since the inception of the group and are extremely encouraged with its growth in the last 3 years. We look at this as a great opportunity to grow our Canadian market share. We have 3 dealers that cover Canada and all of them are very well versed in Sourcewell/CANOE and will continue to grow this segment.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions placed on customers in Hawaii, Alaska or the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rosenbauer includes the Sourcewell and CONOE logos in several of our print ads. We utilize the most prominent fire industry magazines as well as their online versions. The information for the contract is prominently displayed on our website as well as our social media channels that include, Facebook, Twitter / X, Instagram and Tic Toc. We include Sourcewell / CONOE branding on communications that are sent to our dealer network monthly and semi-annually. We provide training to our dealer network at least annually at our in person dealer meeting. Sourcewell has provide in person, on site training for our dealers in this setting as well. The more we get this vial info in to the hands of our direct customer contacting sales force, the more successful we will be using the contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rosenbauer is extremely active in web driven advertising and has a very large social media following. We utilize tracking data from online advertising through our partners in the industry. We regularly appear on Fire Apparatus, Fire Engineering and Fire House magazine online sites. As part of our advertising agreement with those entities, we require them to produce meta data that shows the effectiveness of those ads. We adjust our strategies regularly according to the data received. We also spend a large amount of our marketing dollars on Facebook, Twitter / X, Instagram and Tic Toc content. The engagement data that we receive from those platforms also influences our continued use of them.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The role for Sourcewell can be summed up by "keep doing what you're doing". The continued marketing of the contract by Sourcewell as well as the member partners is making a massive impact on our industry. As little as 7 years ago, the vast majority of fire truck purchases were still being made as RFP's and singed individual contracts. Today, over 60% of fire trucks purchased in the US are utilizing one of the purchasing cooperative contracts that are available. We see this continuing to grow and we see Sourcewell as the driving force to make that happen. Our dealers are well versed in best practices for using the contract. They have easy access to key member of the Sourcewell team and are not afraid to contact them directly when they need help. We value our partnership with Sourcewell and look forward to continuing to build it.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Rosenbauer does not have our own e-procurement system, but we participate in several third-party offerings. GSA E-buy, Texas Multiple Award, HGAC, and NASPO Value Point all have online ordering options that can be submitted to us and fulfilled. Our Federal Government entities utilize e-procurement sites from GSA and DLA for all their purchases. We offer all our product listings without exception to all these e-procurement sites.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Familiarization training is provided for end users of every piece of equipment we sell as standard. That training is part of the purchase contract and is included within the price of the truck. We offer additional onsite training for more complex equipment like our ARFF vehicles and our aerial products. This training can be ala carte chosen by a purchaser and will be priced to them as an option. Rosenbauer has a training department that sends people on location to handle familiarization as a “factory direct” service and we also hold quarterly classes to train our dealer representatives on best practices to handle this task locally.	*
42	Describe any technological advances that your proposed Solutions offer.	Rosenbauer has a long history of being the industry leader integrating technology into our products and services. The US fire service has a very tradition rich history and does not take easily to technology. Rosenbauer has pushed that comfort level continuously. We were the first to develop “smart” controls for our aerial products. These safe guards prevent operators from making movements that would jeopardize the safety of their crew. In our custom chassis products, we have integrated air bags, roll stability control and roll over protection that leads the way in the fire apparatus market.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Rosenbauer has continued to advance green initiatives with our products. We were the fist in North America to deploy a completed electric fire engine. That product has been well received in the US and Canada. We have sold several of them utilizing the Sourcewell contract. In the past year we have also added a fully electric ARFF unit to our offerings. It is the only fully electric vehicle of its kind. The first one that was sold in the US went to Dallas Love Field and was sold on our existing Sourcewell contract.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Rosenbauer has not received any ratings, awards or certifications. We are working with the EPA, DOT and other Federal entities to expand classifications for electric vehicles.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rosenbauer has the widest array of products in the fire apparatus market. We offer something for every buyer in the market. We build everything from the smallest squad vehicles to 125 foot aerial devices and 4000 gallon ARFF trucks. No one in the industry can match our product line up. With continuous innovation we are always at the forefront of the apparatus industry and can bring new concepts and products to market faster than any of our competitors. We have a proven track record with Sourcewell, having been on contract for 12 years. We are big supporters of cooperative purchasing, and we truly believe this is quickly becoming the standard practice for purchasing.	*
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	All our solutions include third party testing to ensure compliance with NFPA 1900, SMVSS and DOT regulations. We have Underwriters Laboratories (UL) on site every day of the week to test the vehicle we produce.	
47	Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	All our solutions include third party testing to ensure compliance with NFPA 1900, CMVSS and ULC regulations. We have Underwriters Laboratories (UL) on site every day of the week to test the vehicle we produce.	
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	Rosenbauer has a vast network of service and repair facilities that our customers have access to. We have a fleet of mobile service vehicles that can travel directly to a purchaser location. We have 27 dealers across the US and Canada that also provide service. Each of those dealers have at least 1 service center location and many of them have multiple locations so that we can ensure that our customers have after the sale service and support no matter where they are located. A customer has to simply call their local dealership or Rosenbauer directly to access that service.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	We do not have this certification.	*
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	We do not have this certification.	*
51		Women Business Enterprise (WBE)	○ Yes ◉ No	We do not have this certification.	*
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	We do not have this certification.	*
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	We do not have this certification.	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	We do not have this certification.	*
55		Small Business Enterprise (SBE)	○ Yes ◉ No	We do not have this certification.	*
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	We do not have this certification.	*
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	We do not have this certification.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Our payment terms are 100% payment due at delivery time and acceptance of the truck. If a customer requests any delay in payment, we will consider them on a case-by-case basis and require the appropriate insurance coverage is in place. We accept check, cashiers check, bank transfer and wire transfer payments.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Rosenbauer participates in several third-party leasing / financing agreements. Customers are responsible for making those arrangements.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Along with our normal ordering process documents, customers that utilize the Sourcewell contract are offered a simplified process. We have developed a separate purchase order specific to Sourcewell. It captures all of the needed information for reporting the sales to Sourcewell (member ID, customer address ect.) Rosenbauer keeps this PO as record of the sale that ties the customer to the terms of the master agreement. A copy of this PO template is attached.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept the P-card process. There is an additional 4% fee added to the final cost of the vehicle if the customer chooses to use this process.	*

62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rosenbauer will utilize a line-item price model for our offerings on the Sourcewell contract. Each specific model on contract will have an associated MSRP. Sourcewell members will receive a 15% discount off the calculated MSRP. Our detailed pricing document shows all the line items associated with the product offering. The customer can choose a wide variety of options to enhance the vehicle they wish to purchase. In our master pricing document, there are several pages dedicated to line-item pricing of those options. Please see the documents section for specifics on both our detailed pricing document as well as the overview /summary document.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rosenbauer is proposing a 15% discount from MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Rosenbauer reviews volume discounts on a case-by-case basis. We do not have a standard discount or rebate associated with multiple unit orders.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We review “open market” items for relevance and applicable use. If they can be incorporated in to our product they are typically purchase and provided to the customer at cost.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only fees that are not captured by our offerings are local or state taxes. Most areas of North America treat fire truck purchases as tax exempt but there are areas /states where they require sales tax. In those instances, taxes are calculated and paid by the department when they receive their vehicle. There are no other charges will apply to the purchase of a vehicle from Rosenbauer.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery of the truck is included with purchase.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rosenbauer routinely delivers vehicles to South and Central America, the Middle East, Hawaii, Canada and Alaska. We have a network of shippers that we utilize to ensure that we can safely, securely and most importantly, timely deliver everything we sell.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Rosenbauer will handle delivery of the vehicle for any location that purchases from us. We can ship ocean freight to anywhere in the world, or simply drive the vehicle to the end users fire station. Each sale will include delivery.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Every sales opportunity that will utilize the Sourcewell contract will go through a verification process. We will ensure that the vehicle quoted to the end user is below the ceiling price established in our detailed pricing document. Only after this review has completed will it proceed through our new order process.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	All incoming orders are tracked for origin. Were they through a traditional RFP process or did they utilize one of our cooperative purchasing contracts? We evaluate that information monthly and cross-check it with our dealer network. This method gives us data to provide extra training to dealers that may be underutilizing contract opportunities. It is also a great barometer to show our executive team and demonstrate the value of our cooperative contracts.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We are proposing a $2,000 administrative fee per unit sold.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The Sourcewell offering is the same pricing that we offer through other cooperative purchasing programs.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, 7C and 7D)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Rosenbauer builds a complete, customized fire apparatus. We have several different materials that we can build bodies from. We routinely build from galvanneal steal, stainless steel, 1/8" aluminum, 3/16" aluminum, extruded aluminum and stainless steel. We have straight stick aerials available in sizes ranging from 60' to 125'. We have aerial platform products from 85' to 104' and we are the only US manufacturer that builds an articulated aerial platform. We offer tanker/tender products with water tanks as large as 5000 gallons. We build ARFF vehicles starting with smaller C2 and C3 units to our Panther in 4x4, 6x6 and HRET configurations. All these products can be completely customized to meet our customers' needs. Every model along with all the option content for the specific type of vehicle is listed in our pricing detail document. A summary of that detail can be found in our pricing summary document.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with vehicles stated above, Rosenbauer also offers a complete line of specialty vehicles for the fire and police market. We also offer a vast array of builds for the wildland / urban interface market.	*
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Rosenbauer does work in the remount and refurbishing area as well. When we approach a project, they price it based on the parts needed to complete the task. A detailed specification is developed that utilizes parts that are listed in our pricing detail document.	*
77	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Rosenbauer offers a wide range of warranties. Our base offering is 1 year bumper to bumper coverage. We have options to purchase additional coverage. We have extended terms on several items. For example: paint, lettering, pumps, plumbing, body structure, cab structure, aerial devise and water tanks. Each of those warranty items has a differing term at the time of purchase. A department has the option to select warranty coverage that fits their needs. We have attached several examples of our warranty documents in the uploads section of this application.	*
78	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?	Rosenbauer offers a true bumper to bumper warranty on everything we sell. A fire truck is made up of hundreds of parts that come from manufactures all over the world. In our warranty, Rosenbauer takes the ownership of fixing or replacing all parts of the vehicle, regardless of origin, during the warranty period.	*
79	Describe any service contract options or extended warranties being offered with your proposal.	Rosenbauer has several options for service contracts and extended warranty. Documents to support that have been uploaded where applicable	*

Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
80	Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints	◉ Yes ○ No	Rosenbauer offers the most extensive lineup of apparatus in the industry. We provide several models of each design type in this category.	*
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	◉ Yes ○ No	Rosenbauer offers several items that would be considered options, accessories and additional components that enhance and compliment our product offerings.	*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	◉ Yes ○ No	Rosenbauer provides customization, remounting, refurbishing, inspecting, maintenance, repair, training and support for everything we sell.	*
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	◉ Yes ○ No	We have included specialty apparatus as well as brush and wildland /urban interface vehicles as part of our main submission.	*

Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
84	Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers	○ Yes ○ No		*
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	○ Yes ○ No		*
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	○ Yes ○ No		*
87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	○ Yes ○ No		*

Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
88	Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units	○ Yes ○ No		*
89	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 85 above	○ Yes ○ No		*
90	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 85 - 86	○ Yes ○ No		*
91	Category 3 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment solutions in their response	○ Yes ○ No		*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 92. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Rosenbauer Pricing.zip - Tuesday August 19, 2025 16:20:53
- Financial Strength and Stability - Rosenbauer America 2024-12 Final FS.pdf - Tuesday August 19, 2025 08:49:56
- Marketing Plan/Samples - Marketing Material.zip - Tuesday August 19, 2025 15:32:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sourcewell PO.pdf - Tuesday August 19, 2025 15:33:18
- Upload Additional Document - Warranty forms.pdf - Tuesday August 19, 2025 15:33:28
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Lichtscheidl, Director of Inside Sales, Rosenbauer America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Apparatus_RFP_082025 Wed August 6 2025 04:28 PM	☑	2
Addendum_6_Firefighting_Apparatus_RFP_082025 Mon August 4 2025 05:42 PM	☑	1
Addendum_5_Firefighting_Apparatus_RFP_082025 Thu July 31 2025 04:55 PM	☑	1
Addendum_4_Firefighting_Apparatus_RFP_082025 Fri July 25 2025 04:25 PM	☑	2
Addendum_3_Firefighting_Apparatus_RFP_082025 Wed July 23 2025 04:42 PM	☑	3
Addendum_2_Firefighting_Apparatus_RFP_082025 Thu July 3 2025 03:37 PM	☑	1
Addendum_1_Firefighting_Apparatus_RFP_082025 Wed July 2 2025 03:49 PM	☑	1

Docusign Envelope ID: 772DFAD2-619C-44AB-B3DF-0187C10B29E4

AMENDMENT #1
TO
MASTER AGREEMENT # 082025-RSD

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Rosenbauer America, LLC** (Supplier).

Sourcewell awarded an Agreement (# 082025-RSD) to Supplier to provide Firefighting Apparatus and Fire Service Vehicles (Agreement).

Supplier requests to update the Agreement.

NOW, THEREFORE, the parties amend the Agreement as follows:

The Response in Line 3 of Table 1: Proposer Identity & Authorized Representatives, is deleted in its entirety and replaced with:

Rosenbauer South Dakota, LLC
Rosenbauer Minnesota, LLC
Rosenbauer Motors, LLC
Rosenbauer Aerials, LLC
Rosenbauer International

Except as amended, the Agreement remains in full force and effect.

Sour

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 12/23/2025 | 11:46 AM CST

Ros **C**

Signed by:
Joe Lictscheidl
DAFA4EBE5A014DA...

By: _____
Joe Lictscheidl
Director of Inside Sales

Date: 12/23/2025 | 11:36 AM CST

Docusign Envelope ID: F0CDA440-7B83-401B-B9F0-AC2D6FEB4FE7

AMENDMENT #2
TO
MASTER AGREEMENT # 082025-RSD

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Rosenbauer America, LLC** (Supplier).

Sourcewell awarded a master agreement (# 082025-RSD) to Supplier to provide Firefighting Apparatus and Fire Service Vehicles (Agreement).

Supplier requests to update the Agreement.

NOW, THEREFORE, the parties amend the Agreement as follows:

The following is added to Article 1, subsection 16 "Provisions for non-United States federal entity procurements under United States federal awards or other awards":

> xxi) **FAA CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS COMPLIANCE.** To the extent applicable, Supplier must comply with the requirements, standards, and policies set forth in the *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on December 29, 2025)*, including any amendments thereto, which is incorporated into this Agreement by reference. Supplier certifies that it will incorporate all required provisions into its agreements, adhere to all applicable federal requirements, and ensure that all subcontractors, vendors, and lower-tier participants comply with such guidelines for the duration of the applicable agreement and its performance period.

Except as amended, the Agreement remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 4/3/2026 | 12:26 PM CDT

Ro[illegible] LC

Signed by: [illegible]
Joe Lictscheidl
DAFA4EBE5A014DA...

By: _____
Joe Lictscheidl
Director of Inside Sales

Date: 4/4/2026 | 12:30 PM CDT

EXHIBIT B

September 10, 2026

Sourcewell
Formerly NJPA
Awarded Contract

City of Madera Fire Deparment
2558 Condor Drive
Madera, Ca 93638

27811

Battalion Chief Anthony Garcia:

Thank you for the opportunity to propose the following Rosenbauer fire apparatus:

One (1) Rosenbauer FX Type 1 Quote #3208

	Base Price
Body Price	$600,108.00
Chassis Price	$547,490.00
Contingency	$15,000.00
Delivery	$4,500.00
Ca State Sales Tax	$87,001.61
8.250%	$1,263,012.34

Please note: Pre-Con for (3) from Dept. at Factory
Mid-Point Inspection for (3) from Dept. at Factory
Final Inspection for (3) from Dept. at Factory
Final Delivery will be made by Burton's Fire to the Dept.
Performance Bond Not Required
Quoted Delivery is 900 days after receipt of order
(1) Day of Familiarization training by Burton's

Terms:

Final payment due upon delivery. Price good
until September 30, 2026.
Please review specifications to see terms and conditions relating to your specified penalty clause.

Thank you again for this opportunity to work with your department, if you have any questions regarding the above proposal, please contact me at 209-544-3161 or at blake@burtonsfire.com

Sincerely,

Blake Giles

Blake Giles
Burton's Fire

Burton's Fire Inc.
1301 Doker Drive
Modesto, CA 95351
209-544-3161
209-544-1109 Fax
www.burtonsfire.com

South Dakota Division
100 Third Street
Lyons, SD 57041
605-543-5591
605-543-9701 Fax
E-mail: sales@
rosenbaueramerica.com

Minnesota Division
5181 260th Street
P.O. Box 549
Wyoming, MN 55092
651-462-1000
651-462-1700 Fax
E-mail: sales@
rosenbaueramerica.com

Aerial Division
870 South Broad Street
Fremont, NE 68025
402-721-7622
402-721-7622 Fax
E-mail: sales@
rosenbaueramerica.com

Attachment 2: 2002 Spartan Metro Star Engine

MADERA CITY
FIRE
SPARTAN
E258

Attachment 3: Model proposed for this purchase

MADERA CITY FIRE
E57
MADERA CITY
FIRE

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: D-7

SUBJECT:

Seventh Amendment to the City Clerk At-Will Employment Agreement

RECOMMENDATION:

This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Seventh Amendment to the City Clerk At-Will Employment Agreement.

Public Announcement - *Pursuant to Government Code § 54953 (d) (3), prior to taking action on this item, the Council must orally report a summary of the action being considered. If approved, the proposed amendment to the City Clerk's Employment Agreement will modify the existing agreement as follows:*

- *Provide a 5% certificate pay incentive effective 9/5/26*
- *Extend the term of the agreement by one (1) year*

SUMMARY:

Following negotiations between the Council and City Clerk, the parties wish to amend the City Clerk Employment Agreement to provide certification pay and extend the term by one (1) year.

DISCUSSION:

The City Clerk is a direct report of the Council and the terms and conditions of her employment are set in an Agreement between the Council and the employee. The current City Clerk's Agreement was initially negotiated and approved in August 2019 and contained benefits similar to other management employees at that time. Since that time, the Agreement has been amended as follows:

- *First Amendment: October 7, 2020*
    - Extended term from August 2022 to August 2025
    - Awarded a merit step increase from Step A to Step B for satisfactory job performance effective on her anniversary date of August 26, 2020
- *Second Amendment: October 20, 2021*
    - Awarded a merit step increase from Step B to Step C for satisfactory job performance effective on her anniversary date of August 26, 2021
    - Provided for a one-time lump sum payment of $1,500 to be paid on the October 29, 2021, pay date
- *Third Amendment: December 7, 2022*
    - Awarded a merit step increase from Step C to Step D for satisfactory job performance effective on her anniversary date of August 26, 2022
    - Provided for 2% Cost of Living adjustments effective:
        - 12/31/2022
        - 6/17/2023
        - 12/30/2023
        - 6/15/2024
        - 12/28/2024
    - Provided lump sum payments of $1,500 the first paycheck of July 2023 and July 2024
    - Provided for participation in the City's Holiday Closure between Christmas Day and New Year's Day 2022, 2023, and 2024
- *Fourth Amendment: December 6, 2023*
    - Extended term from August 2025 to August 2026
    - Awarded a merit step increase from Step D to Step E for satisfactory job performance effective on her anniversary date of August 26, 2023
- *Fifth Amendment: November 20, 2024*
    - Extended term two years from August 2026 to August 2028
    - Awarded a merit step increase from Step E to Step F for satisfactory job performance effective on her anniversary date of August 26, 2024
    - Continued eligibility for Holiday Closure if benefit is provided to Mid Management employees
- *Sixth Amendment: September 17, 2025*
    - Cost-of-Living Adjustments (COLAs)
        - 3% of base pay effective September 6, 2025
        - 2% of base pay effective June 13, 2026
    - Added Longevity Pay per the following table

Table 1: *Longevity Pay Program*	
Years of Service	*Pay Incentive*
10	2.5%
15	5.0%
20	7.5%

- Updated language setting the City contribution to health insurance equal to the Core health plan + dental + vision, with no automatic adjustments to City contribution after 2027 premiums
- Added $1,500 lump sum Retention Bonus to be paid January 2026 and January 2027
- Added Juneteenth holiday and replaced Columbus Day with Indigenous Peoples Day
- Removed the employee contribution towards the CalPERS Employer Contribution
- Updated bereavement leave to comply with California law regarding the duration of bereavement leave (up to 5 days) and reproductive loss leave
- Updated family sick leave to comply with California law regarding use of leave for a Designated Person

The proposed Seventh Amendment will modify the Agreement as follows:

- *Certification Pay:* The City Clerk has attained the California Professional Municipal Clerks (CPMC) certification through the University of California, Riverside. The proposed amendment will recognize this certification and provide incentive pay equal to 5% of base pay effective September 5, 2026, the start of the City's current pay period.
- *Agreement Term:* The term of the agreement will be extended by one (1) year to August 26, 2029.

FINANCIAL IMPACT:

The estimated cost for the proposed amendment in Fiscal Year 2026/27 is $4,746. The estimated cost includes roll-ups to provide total estimated cost. The City Clerk Department is a General Fund Department, however approximately 15% of the total budget is funded through administrative overhead charges against enterprise and special funds. There are adequate funds appropriated in the Fiscal Year 2026/27 Adopted Budget to pay the proposed amendment costs.

ALTERNATIVES:

If the Council does not take action on the resolution, the existing agreement terms will continue. Council may also determine to conduct further negotiations on the Employment Agreement.

ATTACHMENTS:

1. Resolution approving Seventh Amendment to the City Clerk At-Will Employment Agreement

    a. Exhibit A: Seventh Amendment to City Clerk At-Will Employment Agreement.

2. City Clerk At-Will Employment Agreement with Amendments 1-6

Attachment 1: Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SEVENTH AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

WHEREAS, the City of Madera and Alicia Gonzales entered a City Clerk At-Will Employment Agreement ("Agreement") effective August 26, 2019, and amended October 7, 2020; October 20, 2021; December 7, 2022; December 6, 2023; November 20, 2024; and September 17, 2025; and

WHEREAS, the City Council and City Clerk desire to amend the Agreement.

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 City Council approves the Seventh Amendment to City Clerk At-Will Employment Agreement, attached hereto as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

* *

Exhibit A: Seventh Amendment to City Clerk At-Will Employment Agreement.

SEVENTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Seventh Amendment to the City Clerk At-Will Employment Agreement ("Seventh Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019, and amended October 7, 2020; October 20, 2021; December 7, 2022; December 6, 2023; November 20, 2024; and September 17, 2025.

B. The City and Employee desire to modify the Agreement to provide a certification incentive and extend the agreement term.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Subsection A of Section 1 of the Agreement titled "Term" is amended by adding the following paragraph to the end of said Subsection A of Section 1:

> The term of the Agreement shall be extended one (1) additional year, thereby extending this Agreement to August 26, 2029. The Employer will provide written notice to the Employee on or before May 28, 2029, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

SECTION 2. Section 6 of the Agreement is amended by addition of a new subsection I titled "Certification Pay" as follows:

> Employee has attained the California Professional Municipal Clerks (CPMC) certification. In recognition of this certification, Employee is eligible for Certification Pay equal to 5% of base pay effective the pay period beginning September 5, 2026.

SECTION 3. Except as amended by this Seventh Amendment, all terms and conditions of the Agreement and First, Second, Third, Fourth, Fifth, and Sixth Amendments shall continue in full force and effect.

SECTION 4. This Seventh Amendment to City Clerk At-Will Employment Agreement shall be effective September 16, 2026.

IN WITNESS WHEREOF, the City of Madera has caused this Sixth Amendment to the Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Seventh Amendment on the day and year first above written.

EMPLOYEE

_____
Alicia Gonzales

CITY OF MADERA

_____
Cecelia K. Gallegos, Mayor

ATTEST

By:_____
Zelda Leon, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Shannon L. Chaffin, City Attorney

Attachment 2: City Clerk At-Will Employment Agreement with Amendments 1-6

CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 7TH day of August, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Alicia Gonzales as City Clerk for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Clerk; and

WHEREAS, Alicia Gonzales desires to be employed as City Clerk for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 26, 2019. The Employer will provide written notice to the Employee on or before May 28, 2022, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Clerk shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 26, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Clerk Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.

B. The City Clerk is exempt from the overtime provisions of the Fair Labor Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Clerk.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Clerk job duties, the Employer will comply with the law in regard to separating the City Clerk from employment.

Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may collectively determine.

Section 5: SALARY

Employer agrees to pay the City Clerk for her services rendered pursuant hereto a base salary of $2,654.86 bi-weekly (City of Madera Salary Schedule Range 419, Step A), payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary in such amounts and to such extent as the Council determines, consistent with the published City of Madera Salary Schedule publicly adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after-tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed and is in addition to the above accrual schedule.

Employee may request to cash out vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City. Employees with 0-5 years of City services are eligible to request up to 40 hours of vacation cash out. Employees with 6 or more years of City service are eligible to request up to 80 hours of vacation cash out.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave at the rate of 1% a year for each year of service up to a maximum of 30% for 30 years. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. The cash out provision of sick leave pertains only to retirements and positive terminations. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

3. Family Sick Leave
   Sick Leave may be used up to the limit of forty-eight hours each calendar year:

   3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

      3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

      3.1.2. Spouse or Registered Domestic Partner

      3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

      3.1.4. Grandparent

      3.1.5. Grandchild.

      3.1.6. Sibling.

   3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

      3.2.1. A temporary restraining order or restraining order.

      3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

      3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

      3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

      3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

      3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
   In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
   The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

   The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

   The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

   In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed

under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Other

The Council shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the City Clerk, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Clerk is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Clerk' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: Council, City of Madera, 205 West Fourth Street, Madera CA 93637
Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 26, 2019.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Interim City Clerk, and Alicia Gonzales has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Andrew J. Medellin, Mayor

ATTEST

Claudia Mendoza, Interim City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

FIRST AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This First Amendment to City Clerk At-Will Employment Agreement ("First Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement relating to the term of the Agreement and memorializing a merit step increase.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Subsection A of Section 1 of the Agreement titled "Term" is amended to read as follows:

> The term of the Agreement shall be extended three (3) years from August 26, 2022, thereby extending this Agreement to August 26, 2025. The Employer will provide written notice to the Employee on or before May 28, 2025, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

SECTION 2. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph after the two paragraphs under said Section 5:

> Effective August 26, 2020, Employer agrees to increase the Employee's base salary one merit step to $2,788.05 bi-weekly, which is Step B as set forth in City of Madera Salary Schedule Range 419 payable in installments at the same time as the majority of the Employer's employees.

SECTION 3. Except as amended by this First Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

SECTION 4. This First Amendment to City Clerk At-Will Employment Agreement shall be effective October 7, 2020.

IN WITNESS WHEREOF, the City of Madera has caused this First Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this First Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Andrew J. Medellin, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

SECOND AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Second Amendment to City Clerk At-Will Employment Agreement ("Second Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and award a one-time payment in addition to base salary.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph after the three paragraphs under said Section 5:

> Effective August 26, 2021, Employer agrees to increase the Employee's base salary one merit step to $2,927.10 bi-weekly, which is Step C as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.
>
> Employee will receive a one-time lump sum $1,500 payment to be paid on the October 29, 2021 pay date, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

SECTION 2. Except as amended by this Second Amendment, all terms and conditions of the Agreement and First Amendment shall continue in full force and effect.

SECTION 3. This Second Amendment to City Clerk At-Will Employment Agreement shall be effective October 20, 2021.

IN WITNESS WHEREOF, the City of Madera has caused this Second Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Second Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

THIRD AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Third Amendment to City Clerk At-Will Employment Agreement ("Third Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020, and October 20, 2021.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and provide additional compensation and benefit adjustments.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraphs after the five paragraphs under said Section 5:

> Effective August 26, 2022, Employer agrees to increase the Employee's base salary one merit step to $3,073.51 bi-weekly, which is Step D as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.
>
> Cost of Living Adjustments will be made to base salary as follows:
>
> - Effective the pay period beginning December 31, 2022, with paycheck date January 20, 2023, Employee will receive a 2% base wage increase.
> - Effective June 17, 2023, with paycheck date July 7, 2023, Employee will receive a 2% base wage increase.
> - Effective December 30, 2023, with paycheck date January 19, 2024, Employee will receive a 2% base wage increase.
> - Effective June 15, 2024, with paycheck date July 5, 2024, Employee will receive a 2% base wage increase.
> - Effective December 28, 2024, with paycheck date January 17, 2025, Employee will receive a 2% base wage increase.
>
> In addition to the percent-based wage increases noted above, Employee will receive a lump sum $1,500 payment to be paid on the first regular paycheck on or after July

1, 2023, and July 1, 2024, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

SECTION 2. Section 6 of the Agreement titled "Other Terms and Conditions of Employment" is amended by adding the following sub-section 6 under said Section 6A:

6. Holiday Closure
   The City will close non-safety functions of City services between Christmas Day (December 25) and New Years' Day (January 1) for 2022, 2023, and 2024. Employee will be provided her normally scheduled workdays between December 25 and January 1 of the noted years herein as days off with no loss in pay.

SECTION 3. Except as amended by this Third Amendment, all terms and conditions of the Agreement and First and Second Amendments shall continue in full force and effect.

SECTION 4. This Third Amendment to City Clerk At-Will Employment Agreement shall be effective December 7, 2022.

IN WITNESS WHEREOF, the City of Madera has caused this Third Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Third Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

FOURTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Fourth Amendment to City Clerk At-Will Employment Agreement ("Fourth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020; October 20, 2021; and December 7, 2022.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and extend the agreement term by one (1) year.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Subsection A of Section 1 of the Agreement titled "Term" is amended by adding the following paragraph to the end of said Subsection A of Section 1:

> The term of the Agreement shall be extended one (1) additional year, thereby extending this Agreement to August 26, 2026. The Employer will provide written notice to the Employee on or before May 28, 2026, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

SECTION 2. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph at the end of said Section 5:

> Effective August 26, 2023, Employer agrees to increase the Employee's base salary one merit step to $3,357.64 bi-weekly, which is Step E as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.

SECTION 3. Except as amended by this Fourth Amendment, all terms and conditions of the Agreement and First, Second, and Third Amendments shall continue in full force and effect.

SECTION 4. This Fourth Amendment to City Clerk At-Will Employment Agreement shall be effective December 6, 2023.

IN WITNESS WHEREOF, the City of Madera has caused this Fourth Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Fourth Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

FIFTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Fifth Amendment to the City Clerk At-Will Employment Agreement ("Fifth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020; October 20, 2021; December 7, 2022; and December 6, 2023.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase, extend the term, and provide conditions of employment consistent with other employees of employer.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Subsection A of Section 1 of the Agreement titled "Term" is amended by adding the following paragraph to the end of said Subsection A of Section 1:

> The term of the Agreement shall be extended two (2) additional years, thereby extending this Agreement to August 26, 2028. The Employer will provide written notice to the Employee on or before May 28, 2028, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

SECTION 2. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph at the end of said Section 5:

> Effective August 26, 2024, Employer agrees to increase the Employee's base salary one merit step to $3,668.19 bi-weekly, which is Step F as set forth in City of Madera Salary Schedule M-20 with effective date June 15, 2024, Range 419, payable in installments at the same time as the majority of the Employer's employees.

SECTION 3. Section 6, subsection A6 of the Agreement titled "Holiday Closure" is amended by replacing the existing paragraph with the following:

Employee will receive the same Holiday Closure benefit as that received by the City of Madera Mid Management Group.

SECTION 4. Except as amended by this Fifth Amendment, all terms and conditions of the Agreement and First, Second, Third, and Fourth Amendments shall continue in full force and effect.

SECTION 5. This Fifth Amendment to City Clerk At-Will Employment Agreement shall be effective November 20, 2024.

IN WITNESS WHEREOF, the City of Madera has caused this Fifth Amendment to the Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Fifth Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

By: Zelda Leon, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By: Shannon L. Chaffin, City Attorney

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

SIXTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Sixth Amendment to the City Clerk At-Will Employment Agreement ("Sixth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019, and amended October 7, 2020; October 20, 2021; December 7, 2022; December 6, 2023; and November 20, 2024.

B. The City and Employee desire to modify the terms and conditions of the Agreement to provide wage adjustments and benefits consistent with other employees of employer.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraphs at the end of said Section 5:

> Effective September 6, 2025, with paycheck date September 26, 2025, Employee will receive a 3% base wage increase.
>
> Effective June 13, 2026, with paycheck date July 3, 2026, Employee will receive a 2% base wage increase.

SECTION 2. Section 6, subsection A3 of the Agreement titled "Family Sick Leave" is amended by adding the following to the list of eligible family members:

> 3.1.7 Designated Person (Employee may designate 1 Designated Person per 12-month period)

SECTION 3. Section 6, subsection A5 of the Agreement titled "Holidays" is amended by replacing the first paragraph with the following:

> The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

SECTION 4. Section 6, subsection B of the Agreement titled "Disability, Health, and Life Insurance" is amended by replacing paragraph 2 with the following:

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The City's defined contribution towards health insurance will be capped using the following formula. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

- The City contribution towards Kaiser Core and Buy-up plans will be the Kaiser Core plan premium + Vision premium + Dental premium
- The City contribution towards Anthem Core and Buy-up plans will be the Anthem Core plan premium + Vision premium + Dental premium
- Waiver will be $450 per month and is subject to proof of other group coverage.

The above formula will apply for rates for the 2026 and 2027 benefit plan years. The City's defined contribution for health insurance will be set at the January 2027 core rates going forward until such time that this agreement is modified through amendment or restatement. There will be no other automatic increases in the City's contributions unless specifically agreed to by the parties.

Because the City's benefit plans are administered in whole month increments, when an employee is terminated for cause or convenience by the City, benefit contributions as defined above will continue for the current coverage month regardless of paid status.

SECTION 5. Section 6, subsection C of the Agreement titled "Retirement" is amended by adding the following at the end of said Section 6, subsection C:

Effective September 6, 2025, Employee will no longer be required to contribute 2.375% towards the Employer Contribution to CalPERS.

SECTION 6. Section 6, subsection D of the Agreement titled "Bereavement Leave" is amended by adding the following at the end of said Section 6, subsection D:

Employee may request use of other leave (vacation, sick or floating holiday) if additional time off is desired in excess of three (3) days.

When a death occurs in the immediate family of an employee, the employee shall be granted up to five (5) days leave for the death. Such time will be charged to sick leave, vacation leave, administrative leave or floating holiday at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

In accordance with government code 12945.6, employees employed for 30 days or more with the City may take up to five (5) days of leave for a reproductive loss event. Reproductive loss leave is not required to be taken consecutively but must be

completed within three (3) months of the loss. If an employee experiences more than one loss in a year, they are entitled to no more than twenty (20) days of reproductive loss leave in that one-year period. Employees may use any of their available accrued time off (vacation, sick or compensatory time off) to cover their reproductive loss leave. If an employee does not have any accrued leave time, they may be approved for unpaid leave.

SECTION 7. Section 6 of the Agreement is amended by addition of a new subsection G titled "Longevity Pay" as follows:

In recognition of continuous full-time City employment, Employee will be eligible for longevity pay as follows. For any employee approved for rehire under the reinstatement provision of the City's Personnel Rules & Regulations, years of service will be calculated using the adjusted Service Date, calculated as Rehire Date + prior full-time continuous service. This is the same adjusted Service Date used for benefit accrual calculations for reinstated employees.

Employee will be eligible for Longevity Pay based on the following table. If Employee becomes eligible for a new Longevity Pay rate in the future based on years of service, the pay will be effective the first whole pay period following the applicable anniversary date.

Years of Service	Percent of Base Salary
10	2.5%
15	5.0%
20	7.5%

SECTION 8. Section 6 of the Agreement is amended by addition of a new subsection H titled "Retention Bonus" as follows:

Employees employed with the City at the time of paycheck issuance will receive a retention bonus payment in the amount of $1,500 to be paid in the January 16, 2026, and January 15, 2027, paychecks. This provision shall automatically sunset after January 15, 2027.

SECTION 9. Except as amended by this Sixth Amendment, all terms and conditions of the Agreement and First, Second, Third, Fourth, and Fifth Amendments shall continue in full force and effect.

SECTION 10. This Sixth Amendment to City Clerk At-Will Employment Agreement shall be effective September 17, 2025.

IN WITNESS WHEREOF, the City of Madera has caused this Sixth Amendment to the Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Sixth Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Cecelia K. Gallegos, Mayor

ATTEST

By: _____
Zelda Leon, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Shannon L. Chaffin, City Attorney

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

RETURN TO AGENDA

Madera City Council Meeting
September 16, 2026
Agenda Item E-1

E-1 Selecting Recipients for October Proclamations

Recommendation: Request for Council's Selection of Recipients for the following Proclamations: Breast Cancer Awareness Month, Indigenous People's Day, Domestic Violence Awareness Month (Report by Alicia Gonzales)

There is no written report for this item.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

for Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2026

Agenda Number: E-2

SUBJECT:

Caltrans Highway Capital Preventive Maintenance (CAPM) Project 06-0Y180 on State Route 145 (Project) Construction Update

RECOMMENDATION:

This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider the information and direction at its discretion.

SUMMARY:

The intended purpose of this report is to provide Council with an update of construction activities and progress that has occurred over the course of the last four weeks. This second report extends to incorporates activities since August 13, 2026 through approximately September 16, 2026.

DISCUSSION:

This update largely reflects feedback received from Caltrans as they are actively involved with the project on a day-to-day basis.

Overall Construction Progress

The contractor continues to make steady progress on the project, with work advancing across all four segments. Construction activities remain active throughout the project area, and crews are working to complete improvements as efficiently as possible.

For the north segment which is defined as Yosemite Avenue east of High Street, the contractor has completed demolition and reconstruction of six curb ramps along Yosemite Avenue north of High Street. Grind and overlay operations are anticipated to begin in the coming months.

For the south segment which is defined as Avenue 13 (Pecan) to Lewis Street, the contractor has replaced and newly installed several hundred feet of sidewalk and has also completed the replacement of several driveways along the corridor. Work in this area continues to progress steadily.

For the mid segment which is defined as Olive Avenue to Yosemite Avenue, the contractor has sawcut approximately nine curb ramps in preparation for demolition. This work is anticipated to proceed following completion of the south segment.

For the downtown segment which is defined as E Street to Lake Street, temporary K-rail has been installed to close the north side of the roadway, with westbound and eastbound traffic currently shifted to the south side. In this segment, several curb ramps, curb and gutter sections, and sidewalks have either been completely demolished or sawcut in preparation for demolition. Crews are actively grading, forming, and pouring new curb and gutter. The contractor has also completed installation of most of the conduits for the decorative street-lighting system on the north side of the roadway and continues to install the underground electrical system and pull boxes. All traffic signal mast arms along this corridor have been removed.

The current construction sequence in the downtown area is focused on completing the underground improvements first, including electrical and irrigation work, before progressing into the remaining hardscape improvements such as curb and gutter, sidewalks, and curb ramps.

Public Concerns

Caltrans indicates the contractor has been responsive to concerns as they arise and has taken corrective action promptly, particularly where traffic control, pedestrian access, or business access has been affected. Caltrans indicates they will continue monitoring these issues closely as the project progresses and will work with the contractor to address concerns as quickly as possible.

Traffic Operations

Construction activities and traffic control measures will continue to change as work progresses. Please slow down, use caution, and remain alert when traveling through the construction and cone zones. We appreciate the community's patience and understanding as this work moves forward. The contractor will continue working diligently to complete the project as efficiently and safely as possible.

Figure 1: Looking east on Yosemite at the intersection of S. E St.

FINANCIAL IMPACT:

There are no impacts to the City's General Fund as a result of this update.

ALTERNATIVES:

This report does not make recommendations to which there may be alternatives.

ATTACHMENTS:

None