



CITY COUNCIL SPECIAL AND REGULAR MEETING AGENDA JULY 16, 2024

SPECIAL MEETING: 6:00 P.M. – 7:00 P.M
REGULAR MEETING: 7:00 P.M.

WE ENCOURAGE ALL MEMBERS OF THE PUBLIC TO PARTICIPATE IN THE MEETING VIA TELECONFERENCE BY CALLING (520) 525-8911. ANY MEMBER OF THE PUBLIC PARTICIPATING VIA TELECONFERENCE WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

ADDITIONALLY, THE REGULAR MEETING WILL BE STREAMED ON YOUTUBE LIVE
https://www.youtube.com/channel/UCB_ZmQZIHlH-ECEPZ2VwZg

Notice is hereby given that the City Council will hold a Special and Regular Meeting on July 16, 2024, at the City Council Chambers, 663 Main Street, Livingston, California. Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the Deputy City Clerk at least 24 hours prior to this meeting at (209) 394-8041, Ext. 121. Any writings or documents pertaining to an Open Session item provided to a majority of the members of the legislative body less than 72 hours prior to the meeting shall be made available for public inspection by email if requested. Public comments can be submitted via email at citycouncil@livingstoncity.com. Comments must be received by 2:00 p.m. on the day of the City Council meeting in order for them to be distributed to the Council prior to consideration of the matter. You will need to provide: Meeting date, item number, name, email and comment (please limit to 300 words or 3 minutes). Please include: PUBLIC COMMENT in the subject for the email. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt by 4:00 p.m., please call the City Clerk's Office at (209) 394-8041, Ext. 121 (Note: This technology is not a guaranteed method).

SPECIAL MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance.
4. Moment of Silence – First Responders and Military Members.
5. Citizen Comments

CLOSED SESSION

*A “Closed” or “Executive” Session of the City Council or the Successor Agency to the Redevelopment Agency of the City of Livingston may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators, conference with legal counsel regarding pending litigation. The Closed Session will be held in the City Council Chambers located at 663 Main Street, Livingston, California. **Any public comment on Closed Session items will be taken before the Closed Session.** Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers, 633 Main Street, Livingston, California.*

6. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Christopher Lopez, Interim City Manager
Employee Organizations:
OE3- Clerical Bargaining Unit
OE3 - Police Supervisory Employees Association.
OE3 - Management/Confidential Bargaining Unit
OE3 - Livingston Police Officer Association
AFSCME- Public Works and Park Unit

REGULAR MEETING

CALL TO ORDER

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

Closed Session Announcement.

Changes to the Agenda.

Next Resolution No.: 2024-43
Next Ordinance No.: 656

CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item NOT on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, and identify themselves. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

City Staff Announcements and Reports.

City Manager Announcements and Reports.

City Council Members' Announcements and Reports.

Mayor's Announcements and Reports.

Robert Wallis

- City Council Alternate Liaison - Parks, Recreation and Arts Commission – **Vacant**
- Merced Integrated Regional Water Management Plan (MIRWMA) – **Vacant, Representative and Jason Roth, Alternate Representative.**
- Central Valley Division League of California Cities – **Maria Soto, Representative and Vacant, Alternate.**

Jason Roth

- City Council Liaison - Livingston Planning Commission – **Jason Roth**
- Special City Selection Committee of the San Joaquin Valley Air Pollution Control Board – **Jason Roth, Representative and Gurpal Samra, Alternative.**
- Merced Integrated Regional Water Management Plan (MIRWMA) – **Vacant, Representative and Jason Roth, Alternate Representative.**

Maria Soto

- Merced County Local Agency Formation Commission (LAFCO) – **Maria Soto, Representative.**
- Central Valley Division League of California Cities – **Maria Soto, Representative and Jason Roth, Alternate.**

Gurpal Samra

- Merced County Mosquito Abatement District Board of Directors – **Gurpal Samra, Representative and Jason Roth, Alternate.**

Jose Moran

- Merced County Association of Governments (MCAG) Governing Board – **Jose Moran, Representative and Gurpal Samra, Alternate.**
- City Council Liaison - Parks, Recreation and Arts Commission – **Jose Moran.**
- Utility Stakeholders Committee – **Jose Moran and Gurpal Samra.**

CONSENT AGENDA

Items on the Consent Calendar are considered routine or non-controversial and will be enacted by one vote, unless separate action is requested by a member of the public, the City Manager or City Council Member. There will be no separate discussion of these items unless members of the public, City Council or City Manager request that specific items be removed. Public comment on consent agenda items shall be limited to three (3) minutes per-person regardless of the number of items contained within the consent agenda.

1. **RATIFY CHECK WARRANTS**
Ratify Warrant Register Dated July 11, 2024.
2. Consideration of a Resolution Ratifying Emergency Equipment Procurement and Repairs to Well 13;
1) Approve the Emergency Procurement of a New Variable Frequency Drive from Telstar Instruments in the Amount of \$25,280.00; 2) Approve Emergency Service Call to Tesco Controls in the Amount of \$7,906.25; 3) Authorize the Interim City Manager to Execute All Required Documents. Staff Recommendation: Approve Resolution.
3. Consideration of a Resolution to Accept BID and Award a Contract to Resource Development Company for the Sludge Thickener Installation Project at the Wastewater Treatment Plant and Authorizing the Interim City Manager to Execute the Agreement. Staff Recommendation: Approve Resolution.
4. Consideration of a Resolution Approving Amendment Number One to an Employment Agreement Between the City of Livingston and Anthony Chavarria. Staff Recommendation: Approve Resolution.
5. Consideration of a Resolution Authorizing Interim City Manager to Execute a Professional Services Agreement with Bob Murray & Associates for City Manager Recruitment Services. Staff Recommendation: Approve Resolution.

DISCUSSION AND POTENTIAL ACTION ITEMS

6. Discussion and Direction Regarding Economic Development.
7. Discussion and Direction Regarding Main Street Banner Permits and Installation.
8. Consideration of a Resolution Authorizing the Interim City Manager to Execute a Memorandum of Understanding (MOU) with Merced County for Stop Gap Funding in an Amount Not to Exceed \$90,000. Staff Recommendation: Approve Resolution.
9. Discussion and Make City Council Appointments to City Boards, Commissions and Committees:
 - a. City Council Liaison – Parks, Recreation and Arts Commission (Currently: Vacant).
 - b. Merced Integrated Regional Water Management Plan (MIRWMA) (Currently: Vacant, Representative and Jason Roth, Alternate Representative).

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

ADJOURNMENT

STAFF REPORT



AGENDA ITEM: Warrant Register July 11, 2024
MEETING DATE: July 16, 2024
PREPARED BY: Nancy Fuentes, Accounting Technician
REVIEWED BY: Christopher Lopez, Interim City Manager

RECOMMENDATION:

Ratify the warrant register dated July 16, 2024

DISCUSSION:

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification:

May 31, 2024 – July 11, 2024

GENERAL WARRANTS.....	\$	1,359,709.24	11322-11547
PAYROLL/WIRE WARRANTS.....	\$	696,876.54	3199-3268
TOTAL WARRANTS.....	\$	2,056,585.78	

ATTACHMENTS:

Warrant Register (detailed by date and check number)

Accounts Payable

Checks by Date - Summary by Check Date

User: nfuentes
 Printed: 7/12/2024 8:48 AM



City of Livingston
 1416 C Street
 Livingston, CA 95334

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11322	422	U.S. Bank Corporate Payment Systems	06/10/2024	30,251.60
Total for 6/10/2024:				30,251.60
11323	1166	Irma Aguilar	06/14/2024	300.00
11324	1485	Marcela Aguilar	06/14/2024	150.00
11325	250	Alhambra	06/14/2024	615.54
11326	678	Allstar Fire Equipment, Inc.	06/14/2024	5,787.49
11327	253	AT&T	06/14/2024	236.89
11328	566	Barton Overhead Door, Inc.	06/14/2024	1,539.87
11329	193	BSK Associates	06/14/2024	6,324.25
11330	1489	California Association of Code Enforcemen	06/14/2024	520.00
11331	272	Charter Communications Holdings, LLC	06/14/2024	221.39
11332	1488	City of Atwater	06/14/2024	70.00
11333	291	City of Livingston c/o L & L District Irrigati	06/14/2024	12,666.07
11334	1239	Clark Pest Control of Stockton, Inc.	06/14/2024	123.00
11335	1375	Arcelia Cruz	06/14/2024	14.29
11336	1308	CSG Consultants, Inc.	06/14/2024	1,160.26
11337	1486	Celia Del Toro	06/14/2024	150.00
11338	1481	Viviana Diaz	06/14/2024	165.00
11339	319	Division of The State Architect	06/14/2024	12.80
11340	163	EZ Auto Supply	06/14/2024	45.10
11341	641	Ferguson Enterprises LCC #686	06/14/2024	60.11
11342	1479	Ferguson Waterworks #2777	06/14/2024	584.96
11343	1410	FFP Fund VII TEI Partnership 1, LLC	06/14/2024	16,183.84
11344	188	Frontier	06/14/2024	4,446.58
11345	387	Frontier Communications Corp Frontier Co	06/14/2024	165.59
11346	164	Garza Tire & Wheel, Inc	06/14/2024	210.04
11347	262	Gilton Solid Waste	06/14/2024	188,305.35
11348	1482	Gustavo Gomez	06/14/2024	150.00
11349	795	Maria G. Guillen	06/14/2024	150.00
11350	811	Pete Hulse, DVM, Pa Hilmar Animal Hospi	06/14/2024	666.00
11351	358	Hilmar Ready Mix Rockery Nursery, LLC	06/14/2024	969.75
11352	267	Hoffman Security	06/14/2024	265.90
11353	501	Hunt & Sons, LLC	06/14/2024	8,302.26
11354	1491	Oscar Ibarra Rosas	06/14/2024	1,000.00
11355	521	Jim Brisco Enterprises, Inc.	06/14/2024	400.00
11356	318	La Rue Communications	06/14/2024	2,796.33
11357	675	Lance, Soll & Lunghard, LLP	06/14/2024	10,725.00
11358	268	Language Line Services, Inc.	06/14/2024	402.32
11359	461	LEAF	06/14/2024	741.59
11360	1487	Rosa Lopez	06/14/2024	150.00
11361	1484	Gricelda Mendoza	06/14/2024	132.50
11362	269	Merced Pest Control	06/14/2024	80.00
11363	389	Mid Valley IT	06/14/2024	69.00
11364	952	Liberato Millan	06/14/2024	150.00
11365	180	Mission Linen Service	06/14/2024	561.77

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11366	270	Modern Air Mechanical	06/14/2024	403.00
11367	899	Jose A. Moran	06/14/2024	203.40
11368	459	Municipal Maintenance Equipment	06/14/2024	1,311.04
11369	199	Northstar Chemical	06/14/2024	3,654.28
11370	302	Office Depot, Inc./ODP Business Solutions.	06/14/2024	104.00
11371	UB*02052	PAVEMENT COATINGS CO	06/14/2024	718.04
11372	203	PG&E	06/14/2024	49,837.55
11373	303	Price Ford of Turlock	06/14/2024	259.74
11374	1415	Public Opinion Strategies, LLC	06/14/2024	13,000.00
11375	1483	Cristina Quiroz	06/14/2024	150.00
11376	265	Resourceability	06/14/2024	1,552.02
11377	450	S & A Manufacturing	06/14/2024	700.00
11378	407	San Joaquin Valley Air Pollution Control D	06/14/2024	429.00
11379	1330	James D Sanders	06/14/2024	400.00
11380	408	Sapien Family Trust	06/14/2024	1,000.00
11381	271	State Water Resources Control Board	06/14/2024	116,299.38
11382	1405	Taylor Backhoe Service, Inc.	06/14/2024	1,702.07
11383	1175	UBEO West, LLC	06/14/2024	467.71
11384	366	USABlueBook	06/14/2024	863.88
11385	704	Cindy Valencia	06/14/2024	150.00
11386	1150	Valley 29 Electric, LLC	06/14/2024	1,219.88
11387	314	Valley Coffee & Water	06/14/2024	72.15
11388	296	Visual Edge IT, Inc	06/14/2024	921.16
11389	287	West Coast Code Consultants, Inc.	06/14/2024	750.00
11390	210	WGR Southwest, Inc.	06/14/2024	555.00
11391	860	Witmer Public Safety Group	06/14/2024	4,069.20
Total for 6/14/2024:				468,563.34
11392	434	AFSCME District Council 57	06/20/2024	1,626.24
11393	397	American Fidelity Assurance Company	06/20/2024	1,103.32
11394	393	California State Disbursement Unit	06/20/2024	2,544.88
11395	612	Livingston Peace Officers Association	06/20/2024	3,930.00
11396	437	Operating Engineers Local 3	06/20/2024	848.00
11397	438	Operating Engineers Local Union No.3	06/20/2024	1,242.00
11398	405	Premier Access Insurance Company	06/20/2024	1,445.70
11399	598	Standard Insurance Company RB	06/20/2024	2,853.22
11400	1284	State of California	06/20/2024	130.16
11401	564	Texas Life Insurance	06/20/2024	275.28
11402	608	Vision Service Plan- CA	06/20/2024	568.47
Total for 6/20/2024:				16,567.27
11403	251	ABS Direct, Inc.	06/26/2024	1,261.10
11404	472	Aqua-Metric Sales Company	06/26/2024	4,484.99
11405	282	AT&T Mobility	06/26/2024	2,046.21
11406	928	Atwater Electric	06/26/2024	3,975.00
11407	162	Steve Bassi	06/26/2024	25.00
11408	272	Charter Communications Holdings, LLC	06/26/2024	129.98
11409	1488	City of Atwater	06/26/2024	175.00
11410	1239	Clark Pest Control of Stockton, Inc.	06/26/2024	163.00
11411	1495	Gerald Conte	06/26/2024	667.95
11412	283	CoreLogic Solutions, LLC	06/26/2024	200.00
11413	1308	CSG Consultants, Inc.	06/26/2024	37,605.75
11414	293	Department of Justice Accounting Office	06/26/2024	228.00
11415	258	Ewing Irrigation Products, Inc.	06/26/2024	618.72
11416	295	Ferguson Waterworks #1423	06/26/2024	662.45

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11417	1479	Ferguson Waterworks #2777	06/26/2024	2,112.65
11418	449	Fineline Striping	06/26/2024	4,955.00
11419	1151	Jose Flores	06/26/2024	25.00
11420	164	Garza Tire & Wheel, Inc	06/26/2024	2,169.36
11421	356	Gouveia Engineering, Inc.	06/26/2024	42,700.54
11422	501	Hunt & Sons, LLC	06/26/2024	2,304.90
11423	1404	Lozano Smith	06/26/2024	12,972.97
11424	615	McClatchy Company LLC	06/26/2024	626.28
11425	278	Merced Irrigation District	06/26/2024	62,450.60
11426	269	Merced Pest Control	06/26/2024	80.00
11427	389	Mid Valley IT	06/26/2024	69.00
11428	180	Mission Linen Service	06/26/2024	72.39
11429	194	Modesto Welding Products	06/26/2024	24.00
11430	635	Normac- Modesto	06/26/2024	1,311.36
11431	1147	PAC Machine Company, INC.	06/26/2024	35,536.84
11432	1493	Jose Padilla Martinez	06/26/2024	5,932.50
11433	203	PG&E	06/26/2024	141.95
11434	1437	Precision Emprise LLC	06/26/2024	4,000.00
11435	430	Quadient Finance USA, Inc.	06/26/2024	1,000.00
11436	433	Razzari Ford	06/26/2024	451.89
11437	1215	Rexel USA, Inc.	06/26/2024	7,664.50
11438	1496	RJMS Corporation	06/26/2024	1,691.50
11439	208	Saenz Pest Control, Inc.	06/26/2024	129.00
11440	1494	Santa Fe Mercados, Inc.	06/26/2024	2,182.50
11441	307	Shred-It, C/O Stericycle, Inc.	06/26/2024	595.30
11442	671	Natalie Sobalvarro	06/26/2024	150.00
11443	835	Solar Reflections Window Tinting	06/26/2024	259.80
11444	323	Springbrook Holding Company LLC	06/26/2024	2,122.00
11445	309	St. Francis Electric	06/26/2024	525.00
11446	1490	The Sherwin-Williams Company	06/26/2024	267.71
11447	1268	Totally Delicious Catering	06/26/2024	875.00
11448	310	Totlcom, Inc.	06/26/2024	427.71
11449	284	Trans Union LLC	06/26/2024	263.93
11450	313	U.S. Bank Equipment Finance	06/26/2024	366.66
11451	314	Valley Coffee & Water	06/26/2024	56.85
11452	1447	Velocity Triple Automotive, Inc	06/26/2024	63,499.36
11453	367	Verizon Wireless	06/26/2024	1,702.36
11454	504	VIP Audio Visual Company, Inc	06/26/2024	1,000.00
11455	818	Renee Waite-Mendonca	06/26/2024	25.00
11456	536	Robert Wallis	06/26/2024	25.00
11457	597	Work Wellness	06/26/2024	162.00
Total for 6/26/2024:				315,171.56
11458	548	Doras Fashion	07/03/2024	2,237.50
11459	1015	Pyro Spectac	07/03/2024	12,750.00
11460	1504	Radio Merced SMG	07/03/2024	2,500.00
11461	1503	Sounds Remedy, Marcos Flores	07/03/2024	1,000.00
11462	1502	Top Notch Talent, Kelly Allred	07/03/2024	3,000.00
Total for 7/3/2024:				21,487.50
11463	934	Howard Gentry	07/08/2024	1,200.00
Total for 7/8/2024:				1,200.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11464	395	Administrative Solution, Inc.	07/09/2024	105.00
11465	434	AFSCME District Council 57	07/09/2024	762.30
11466	396	American Fidelity Assurance	07/09/2024	6,464.92
11467	397	American Fidelity Assurance Company	07/09/2024	1,103.32
11468	393	California State Disbursement Unit	07/09/2024	1,272.44
11469	612	Livingston Peace Officers Association	07/09/2024	1,888.00
11470	438	Operating Engineers Local Union No.3	07/09/2024	1,098.00
11471	405	Premier Access Insurance Company	07/09/2024	3,166.40
11472	1284	State of California	07/09/2024	65.08
11473	564	Texas Life Insurance	07/09/2024	275.28
Total for 7/9/2024:				16,200.74
11474	1442	Absolute Solutions	07/11/2024	5,000.00
11475	1510	Dolores Aguilar	07/11/2024	150.00
11476	1509	Sandra Aguilar	07/11/2024	132.50
11477	1309	Aleshire & Wynder LLP	07/11/2024	82,617.97
11478	250	Alhambra	07/11/2024	501.21
11479	UB*02079	BRANDY ANDRADE	07/11/2024	339.38
11480	472	Aqua-Metric Sales Company	07/11/2024	9,314.70
11481	446	Belkorp Ag, LLC	07/11/2024	221.06
11482	1381	Brink's Incorporated	07/11/2024	346.17
11483	193	BSK Associates	07/11/2024	3,897.00
11484	192	Cal Traffic	07/11/2024	1,809.86
11485	1511	Katia Carrillo-Zapata	07/11/2024	35.00
11486	1287	CED Merced	07/11/2024	3,453.39
11487	291	City of Livingston c/o L & L District Irrigati	07/11/2024	18,109.82
11488	1239	Clark Pest Control of Stockton, Inc.	07/11/2024	51.00
11489	787	Custom Weed Control Inc.	07/11/2024	400.00
11490	293	Department of Justice Accounting Office	07/11/2024	1,876.98
11491	455	Ernest Packaging Solutions	07/11/2024	1,854.93
11492	1497	Elisa Estrada	07/11/2024	150.00
11493	163	EZ Auto Supply	07/11/2024	13.90
11494	1479	Ferguson Waterworks #2777	07/11/2024	550.97
11495	260	First Communications, LLC	07/11/2024	13.51
11496	188	Frontier	07/11/2024	2,721.73
11497	1508	Chantelle Fuentes	07/11/2024	150.00
11498	726	Tina Garcia	07/11/2024	150.00
11499	164	Garza Tire & Wheel, Inc	07/11/2024	435.42
11500	262	Gilton Solid Waste	07/11/2024	191,763.75
11501	61	Teresa Gonzalez	07/11/2024	70.00
11502	811	Pete Hulse, DVM, Pa Hilmar Animal Hospi	07/11/2024	356.00
11503	482	Hi-Tech EVS, Inc,	07/11/2024	3,095.08
11504	1014	Hunt Equipment DBA Donlee Pump Comp:	07/11/2024	571.37
11505	878	Laura Hurtado	07/11/2024	150.00
11506	388	Interstate Battery System of Fresno	07/11/2024	613.18
11507	165	J L Analytical Services, Inc.	07/11/2024	35.00
11508	786	J.B, Anderson Land Use Planning	07/11/2024	2,137.50
11509	1231	Fidencio Jimenez	07/11/2024	150.00
11510	1130	Kellogg Supply	07/11/2024	17.85
11511	268	Language Line Services, Inc.	07/11/2024	346.86
11512	610	Lehr	07/11/2024	2,513.55
11513	1088	Carolyn Marshall	07/11/2024	850.00
11514	1170	Martin Marietta Materials, Inc.	07/11/2024	114.99
11515	389	Mid Valley IT	07/11/2024	10,991.40
11516	170	MintierHarnish Planning Consultants	07/11/2024	8,592.50
11517	180	Mission Linen Service	07/11/2024	1,562.75

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11518	899	Jose A. Moran	07/11/2024	1,040.66
11519	635	Normac- Modesto	07/11/2024	586.79
11520	199	Northstar Chemical	07/11/2024	9,724.66
11521	949	Nova Heating and Air Conditioning	07/11/2024	630.00
11522	302	Office Depot, Inc./ODP Business Solutions.	07/11/2024	801.73
11523	695	Old Hickory Sheds, LLC	07/11/2024	9,632.85
11524	1147	PAC Machine Company, INC.	07/11/2024	5,238.62
11525	1498	Maria Guadalupe Padilla De Mota	07/11/2024	165.00
11526	1499	Orlando Padron	07/11/2024	150.00
11527	203	PG&E	07/11/2024	63,576.08
11528	1507	Monica Ponce	07/11/2024	935.00
11529	303	Price Ford of Turlock	07/11/2024	26.66
11530	948	Pump Pros Inc.	07/11/2024	2,696.35
11531	1397	Jose Ramirez	07/11/2024	150.00
11532	1500	Maria Ramirez	07/11/2024	82.50
11533	433	Razzari Ford	07/11/2024	172.68
11534	265	Resourceability	07/11/2024	676.37
11535	UB*02080	SILVIA RUELAS & RODOLFO CORTES	07/11/2024	75.15
11536	439	Sharpening Shop	07/11/2024	126.00
11537	1501	Lucrecia Sicairos	07/11/2024	205.00
11538	UB*02078	GURVINDER SINGH	07/11/2024	198.21
11539	1068	Steele Public Safety Systems	07/11/2024	1,090.00
11540	1436	Sustainable Supply LLC	07/11/2024	8,285.94
11541	609	T & T Valve and Instrument	07/11/2024	7,774.85
11542	440	Target Specialty Products	07/11/2024	2,515.37
11543	1117	The Sherwin Williams Co. Store 708616	07/11/2024	661.78
11544	366	USABlueBook	07/11/2024	512.48
11545	1150	Valley 29 Electric, LLC	07/11/2024	9,346.34
11546	296	Visual Edge IT, Inc	07/11/2024	3,434.80
11547	1480	Woody's Poultry Supply, Inc	07/11/2024	1,527.08
Total for 7/11/2024:				490,267.23
Report Total (226 checks):				1,359,709.24



STAFF REPORT

AGENDA ITEM: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON RATIFYING EMERGENCY EQUIPMENT PROCUREMENT AND REPAIRS TO WELL 13; 1) APPROVE THE EMERGENCY PROCUREMENT OF A NEW VARIABLE FREQUENCY DRIVE FROM TELSTAR INSTRUMENTS IN THE AMOUNT OF \$25,280.00; 2) APPROVE EMERGENCY SERVICE CALL TO TESCO CONTROLS IN THE AMOUNT OF \$8,101.94; 3) AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS.

MEETING DATE: July 16, 2024

PREPARED BY: Jesus Jr. Chavez, Water/Wastewater Manager

REVIEWED BY: Christopher Lopez, Interim City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of the City Council of the City of Livingston approving the resolution ratify emergency procurement and repairs to Well 13; 1) Approve the emergency procurement of a new variable frequency drive (VFD) from Telstar Instruments, in the amount of \$25,280.00; 2) Approve emergency service call to Tesco Controls in the amount of \$8,101.94; 3) Authorize the Interim City Manager to execute all required documents.

BACKGROUND:

On June 4, 2024, staff reported well 13 failed to operate, multiple issues were found, overheating VFD and water well failed to stay running. Staff immediately called Telstar Instruments, who is an automation control company, to schedule an emergency service call. Telstar identified a couple of issues. One issue was a failed internal hardware within the variable frequency drive. The failed hardware does not allow for heat displacement and causes variable frequency drive failure which results in well shutdown.

Given the nature of the emergency, staff confirmed with the City Attorney that this constituted an emergency. A new variable frequency drive was ordered from Telstar on June 4, 2024, and installed on June 5, 2024, on an emergency basis due to the variable frequency drive being an older unit and now obsolete with parts no longer being made for it.

The second problem that emerged was the well would not stay running due to high pressure in the water well system and caused the well to shut down. After hours of diagnosing the issue, Telstar and City staff found that the well pressure transmitter was misinterpreting the PSI in the main water pipe to the Tesco control panel.

The Tesco control panel (L2000) is a proprietary system and for that reason Tesco needed to be called out for an emergency repair. Tesco found that their systems were working as designed and that the interference was coming from the psi transmitter. Staff authorized the replacement of the transmitter, and the well is now working as designed.



DISCUSSION:

The Livingston Municipal Code requires formal bidding procedures for all purchases over \$10,000 unless the formal bidding process is undesirable, impossible, unavailing or incongruous as determined by the City Manager. Section 1-11-6 waiver of formal bid procedures of the Municipal Code states that formal bid procedure of items over \$10,000 can only be waived if the purchase is (A) Of urgent necessity for the preservation of life, health or property, (B) Waived by Council resolution passed by at least four affirmative votes; and/or (C) Available from only one source. Sole source must be adequately justified.

An emergency was enacted due to the high demand of water, extreme heat and programming issues with Well 17 at the time, it was critical to order and install the new variable frequency drive and replace the transmitter to maintain consistent water pressure to meet demand. The city cannot maintain adequate water system pressure for too long if any of our city water wells are inoperable. The City of Livingston owns and operates a one-million-gallon water storage tank. The water storage tank will only last about 12 hours if two out of the three water booster pumps are activated.

FISCAL IMPACT:

\$25,280.00 Expended from FY2023-2024 approved budget from the Water Enterprise Fund
\$8,101.94 Expended from FY2023-2024 approved budget from the Water Enterprise Fund

ATTACHMENTS:

1. Resolution No. 2024-__
2. Exhibit A Tesco Controls Invoice and Customer Service Report
3. Exhibit B Telstar Instruments Invoice

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON RATIFYING EMERGENCY EQUIPMENT PROCUREMENT AND REPAIRS TO WELL 13; 1) APPROVE THE EMERGENCY PROCUREMENT OF A NEW VARIABLE FREQUENCY DRIVE FROM TELSTAR INSTRUMENTS IN THE AMOUNT OF \$25,280.00; 2) APPROVE EMERGENCY SERVICE CALL TO TESCO CONTROLS IN THE AMOUNT OF \$8,101.94; 3) AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS

WHEREAS, on June 4, 2024, staff reported well 13 failed to operate, multiple issues were where found, over heating of VFD and failing to stay running, staff immediately called Telstar Instruments, who is an automation control company, to schedule an emergency service call; and

WHEREAS, Telstar identified a couple of issues. One issue was a failed internal hardware within the variable frequency drive and the failed hardware does not allow for heat displacement and causes variable frequency drive failure which results in well shutdown; and

WHEREAS, given the nature of the emergency, staff confirmed with the City Attorney that this constituted an emergency; and

WHEREAS, a new variable frequency drive was ordered from Telstar on June 4, 2024, and installed on June 5, 2024, on an emergency basis due to the variable frequency drive being an older unit and now obsolete with parts no longer being made for it; and

WHEREAS, the second problem that emerged was the well would not stay running due to high pressure in the water well system and caused the well to shut down; and

WHEREAS, after hours of diagnosing the issue, Telstar and City staff found that the well pressure transmitter was misinterpreting the PSI in the main water pipe to the Tesco control panel; and

WHEREAS, the Tesco control panel (L2000) is a proprietary system and for that reason Tesco also needed to be called out for an emergency repair and Tesco found that their systems were working as designed and that the interference was coming from the psi transmitter.

WHEREAS, staff authorized the replacement of the transmitter and the well is now working as designed; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Livingston as follows:

Section 1. Adopt a Resolution of the City Council of the City of Livingston approving the purchase of a new variable frequency drive from Telstar Instruments, in the amount of \$25,280.00 and emergency call out for Tesco Controls, in the amount of \$8,101.94.

Section 2. Authorize the Interim City Manager to execute all required documents.

Section 3. This Resolution will become effective immediately.

I hereby certify that the foregoing Resolution No. 2024-____ is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 16th day of July 2024, by the vote recorded as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jose A. Moran, Mayor
Of City of Livingston

ATTEST

Monica Cisneros, Deputy City Clerk

APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney

Invoice

TESCO CONTROLS, LLC
8440 Florin Road
Sacramento, CA 95828
(916) 395-8800
AR@tescocontrols.com

Invoice Number: 0083175-IN
Invoice Date: 6/21/2024
Customer Number: LIVI/CI
Job Number: 30209R
Order Date: 6/21/2024
Salesperson: RM

Sold To:
 CITY OF LIVINGSTON
 1416 C STREET
 LIVINGSTON, CA 95334

Ship To:
 CITY OF LIVINGSTON
 1416 C STREET
 LIVINGSTON, CA 95334

30209R/T&M SERVICES/REPAIRS

TONY AVIA; 2099-394-8041

Customer P.O.	Ship VIA	Ship Date	Terms				
			NET 30 DAYS				
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount	
TIME&MATERIAL SERVICES/REPAIRS; STANDARD RATES APPLY							
73LBR	EACH	1.00	1.00	0.00	318.75	318.75	
375 MILES TRAVELED @\$.85/MI							
73LBR	EACH	1.00	1.00	0.00	1,350.00	1,350.00	
6HRS TIME TRAVELED @\$225/HR							
73LBR	EACH	1.00	1.00	0.00	3,712.50	3,712.50	
16.5HRS JOB SITE TIME @\$225/HR							
73MISC	EACH	1.00	1.00	0.00	2,525.00	2,525.00	
MATERIAL FOXBORO PT							

Remittance Details

ACH: Tesco Controls, LLC **Check:** Tesco Controls, LLC
Account #: 796152905 **PO Box:** 103214
Routing #: 322271627 **Pasadena, CA**
Bank: JPMorgan Chase **91189-3214**

Net Invoice: 7,906.25
Less Discount: 0.00
Freight: 0.00
Sales Tax: 195.69
Invoice Total: 8,101.94

THANK YOU



Corporate Office
 8440 Florin Road, Sacramento, CA 95828
 P.O. Box 299007, Sacramento, CA 95829
 PH: 916.395.8800 FX: 916.429.2817

CUSTOMER SERVICE REPORT

June 11, 2024

Tony Avina
 Livingston, City of

RE:City of Livingston-Repair
 Project Ref. # T-30209R
 CSR#: 5

Livingston, CA 95334
 Phone: 209-394-8041
 Mobile: -209-564-7510

Type of Service Performed:

- Routine start-up
- Equipment repair
- Installation
- Warranty repair
- Time & Material (Ref. customer P.O.#: _____)
- Field -order / directive#: _____
- Change-order#: _____
- Customer Service contract Ref.#: _____
- Other (see comments below)

Current Status of Project:

- Waiting for parts
- Acceptance testing
- Training required
- Re-schedule future visit
- Punchlist in progress
- Project complete
- Other (see comments below)

◆ Miles traveled (RT):	375	@	\$ 0.85	Rate / Mile	\$ 318.75
◆ Travel time (RT):	6	@	\$ 225.00	Rate / Hour	\$ 1,350.00
◆ Job site time:	16.5	@	\$ 225.00	Rate / Hour	\$ 3,712.50
◆ In-House/Shop time:	0	@	\$ 225.00	Rate / Hour	\$ 0.00
◆ Material:	Foxboro PIT	Lot	\$ 2,525.00		\$ 2,525.00
◆ Expenses:	0	Lot			
TOTAL:					\$ 7,906.25
QUOTE:					\$ 0.00

Date(s) of Service: 6/6/2024 – 6/7/2024

Comments: Emergency Call out to Well site 13

Nick Fiddler and I (Fernando Blanco) received an emergency call from City of Livingston for troubleshooting and repairing a Rosemont PIT on well site 13. The time was calculated for two technicians on 6/6/2024. Our total man-hours for June 6th were 12 hours. With our round-trip drive time being 6 hours. (1.5hrs one way). The miles traveled were also calculated for two technicians on June 6th for a total of 372 miles round trip.

We left the office June 6th, 2024, at 0930am and arrived onsite to meet with the well site manager (Jesus). We arrived on-site at 1130am. The issue with the well is describe as follows:

(Prior to Well 13 PIT not properly transmitting, The VFD was recently replaced by a different company because the old VFD ventilation fans became inoperable and the VFD replacement parts became obsolete.)

There was an analog pressure gauge mounted on the top of the main water line, with a Rosemont PIT mounted slightly below horizontally to the main water line. In a separate room was the Tesco PLC that would receive the signal from the PIT and display the pressure using LED indication. The analog pressure gauge was used to verify that the PIT was reading correctly because the two would concur with each other. When the Well pump was called to start the pressure drops to 4psi

Comments: Emergency Call out to Well site 13

and is correctly tracking on the analog gauge, PIT, and PLC. A 10 second timer (Pre-lube time delay) would change state and while the pressure was still at 4psi until the dump to waste valve closed the PLC would immediately start reading a pressure range of 45psi-65psi. The analog and PIT would track correctly during the evolution keeping up with the pressure changes. This led us to believe the analog out put for the Pressure transmitter was going bad, but when we tied into the loop using (Fluke 87) in series we were able to simulate to the PLC a full range of 4-20mA. Even with another meter at the PLC and one at the transmitter the simulation would pass. We left both meters in series with the loop and started the pump.

When the Pump ran with our meters in line at the PLC and transmitter, we heard the 10 second timer change states and watched the mA output increase from near 4.000mA to around 9 – 10 mA. During this time, the transmitter and analog gauge would read 4psi upon start up.

This led to more troubleshooting and checking the signal wiring back to the PLC. I simulated using the Fluke 87 with the transmitter disconnected from the loop. Simulating a full 4-20mA this test passed.

We then inspected the I/O card to the PLC for any burned resistors and blown fuses but did not find any faulty fuse or resistor.

After talking over the potential issues, we finally ran a ground wire from the control cabinet to the transmitter. With the transmitter grounded now we ran a test by starting the pump. The PLC, Analog gauge, and PIT would all track the pressure correctly through its cycle. Nick and I were confident in this solution and recommended Jesus have an electrician run a ground wire with the Transmitter. Although there wasn't an obvious issue at hand with the equipment, we suspected that the new VFD that was installed was inducing electromagnetic interference on the signal cable back to the PLC.

We then left the site at 1630.

On 6-7-2024 I (Fernando Blanco) received an emergency phone call from the well site manager (Jesus) at 0600 stating the same problem as before had come back. It would seem the ground connection we left the day before was not efficient enough to remedy the issue. The time calculated for 6-7-2024 is for one tech as follows: 186 miles traveled round trip. Drive time was a total of 3 hours round trip (1.5hrs one way) and total site time was 4.5 hours.

I left the office at 0900 with spare Foxboro pressure transmitter that we had on hand. Details listed below:

- Model IGP10-T22D1F-L1,
- Voltage rating: 12.5 – 42vdc,
- Range: 0-300psi.
- Attached to this transmitter was a diaphragm seal, sealed with silicon.

I would arrive on site at 1030 to meet with Jesus. I was able to attach the transmitter using a PVC 90-degree elbow at the bleed valve to isolate the transmitter from the piping. For this test I wanted to see if isolating the transmitter from the piping would help reduce the electromagnet interference that may have been induced onto the main water piping. I then used twisted pair jumper from the old transmitter to connect the new one and re-attached the ground. I scaled the Foxboro transmitter and was able to correctly display pressure on it and the PLC. Upon starting the well the transmitter was able to correctly track pressure reading and output a correct signal to the PLC. I also removed the PVC elbow and re-connected the transmitter without it and ran another test to see if the problem would arise again. Although the problem did not follow, I recommended to Jesus (Well site manager) that the Rosemont transmitter should be replaced as well as running a ground wire and adding a PVC connection to isolate the transmitter.

After discussion, Jesus had me stand by while his operator did a wire pull with a new pair of signal wire and a ground to replace the current Rosemont PIT. His operator was able to install the new Foxboro PIT with a new isolating valve and PVC connection before the Transmitter. With the new installation of the Foxboro, we ran the well again and verified it was working properly. After some tests were ran, we agreed it was a successful solution. There was no "smoking gun" as to why the Rosemont PIT was not correctly outputting mA when the well was running because when testing the output of the transmitter it seemed to have passed. The interference from the new VFD may have just been too overbearing for the transmitters output.

I left the Jobsite at 1500 leaving the Foxboro Transmitter.

Comments: Emergency Call out to Well site 13

Fernando Blanco, Nick Fiddler

EMASS Technicians

June 13, 2024

Date

TELSTAR

INSTRUMENTS

4017 Vista Park Court
 Sacramento, CA 95834
 916-646-1999

Date 06/19/2024	Invoice # 122038	Due Date 7/19/2024
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Cust Id LIVWT **Job Address** 2370 WALNUT AVE
 LIVINGSTON, CA 95334

Bill To
 LIVINGSTON WATER, CITY OF
 1416 C STREET
 LIVINGSTON, CA 95334

PO No. APPROVAL ANTHONY CHAVARRIA	Terms NET 30	Project 20-43169
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Description	Quantity	U/M	Rate	Amount
WELL 13 VFD REPLACEMENT				
LABOR				6,500.00
VFD				18,780.00

REFERENCE: CHARGES FOR EMERGENCY SERVICES PERFORMED FOR LIVINGSTON WATER.

TELSTAR JOB NO. 20-43169

PLEASE MAKE CHECKS PAYABLE TO
Telstar Instruments
 THANK YOU FOR YOUR BUSINESS

	25,280.00
Sales Tax	0.00
Retention	0.00

DUE THIS INVOICE	25,280.00
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TERMS: If payment is not received by the invoice due date, a .05% daily service charge (18.75% per annum) will be charged on all accounts past due. We accept all major credit cards. A 2% administration fee will be added to the credit card charge.



STAFF REPORT

AGENDA ITEM: Resolution of the City Council of the City of Livingston to accept Bid and Award a Contract to Resource Development Company for the Sludge Thickener Installation Project at the Wastewater Treatment Plant and authorizing the Interim City Manager to execute the Agreement.

MEETING DATE: July 16, 2024

PREPARED BY: Mario Gouveia, City Engineer

REVIEWED BY: Christopher Lopez, Interim City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2024-____, accepting the low bid from Resource Development Company in the amount of \$793,400.00 and authorize the Interim City Manager to execute the Agreement.

BACKGROUND:

The City of Livingston's Wastewater Treatment Plant (WWTP) consists of an extended aeration treatment process. Extended aeration treatment is a biological treatment process. Biosolids (sludge) must be periodically purged from the system to maintain a healthy population of organisms in the aeration tank. Biosolids, in the form of waste activated sludge, are purged from the system and conveyed to one of four lined sludge drying beds. At the sludge drying beds water evaporates and the sludge becomes thicker. Eventually the sludge is thick enough and it is transported to a dewatered sludge storage area until it is hauled away.

The City's WWTP lacks adequate sludge dewatering capacity. The sludge drying beds are insufficient to handle the current production of sludge on a year-round basis. The pace at which the sludge drying beds can dewater sludge is closely related to the weather. During hot summer months sludge dries faster than during cold and rainy months.

In the last few years, the City's WWTP four sludge drying beds fill up during the winter months and biosolids cannot be removed until late spring or early summer. In order to purge biosolids from the system, the City's WWTP has used several interim sludge dewatering methods to supplement the capacity of the sludge drying beds.

In April of 2021, City Council of the City of Livingston awarded a contract to Process Wastewater Technologies, LLC to supply a skid mounted sludge thickener thicken waste activated sludge from a solids concentration of approximately 1 percent to approximately 6 percent. The thickening process will reduce the volume of sludge by approximately 5 times. The thickened sludge will be conveyed to the sludge drying beds and further dewatered until it can be removed and hauled away.

In June of 2022, City Council issued a purchase order to Process Wastewater Technologies, LLC to supply a sludge feed pump in order to provide adequate pressure to feed the skid mounted sludge thickener.

The City had originally planned to have this work performed in-house by City forces, but in 2022 the City to bid it out and have the work performed by a Contractor.

DISCUSSION:

Following a public bidding process, the project was advertised in the Merced Sun Star on May 21, 2024, May 28, 2024, and June 4, 2024. The City received a total of three (3) bids that were opened and read aloud at 2:00 p.m. on June 11, 2024, at the City of Livingston City Hall, this being the advertised bid opening date and time. The City Attorney determined that the bid submitted by GSE Construction Company, Inc. was considered nonresponsive due to the Contractor's failure to acknowledge the addendum in writing. The lowest responsible and responsive bid was submitted by Resource Development Company. The bid results were as listed below:

GSE Construction Company, Inc.	\$ 757,800.00
Resource Development Company	\$ 793,400.00
Rolfe Construction, Inc.	\$ 823,623.00
Engineer's Estimate	\$ 850,000.00

It is recommended that a Contract be awarded to Resource Development Company in the amount of seven hundred ninety-three thousand four hundred dollars and zero cents (\$793,400.00).

FISCAL IMPACT:

The funding for this project was approved for Fiscal Year 2024/2025 Budget. The Sludge Thickener Installation Project will be funded using Sewer Enterprise Funds.

ATTACHMENTS:

1. Resolution
2. Abstract of Bids
3. Agreement
4. Contractor's Bid
5. Return of Non-Responsive Bid Letter to GSE Construction Company, Inc.
6. Response Letter by GSE Construction Company, Inc.
7. Notice of City Intent to Reject Bid and Award the Bid to the Next Lowest Monetary Bidder

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON TO ACCEPT BID AND AWARD A CONTRACT TO RESOURCE DEVELOPMENT COMPANY FOR THE SLUDGE THICKENER INSTALLATION PROJECT AT THE WASTEWATER TREATMENT PLANT AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Livingston’s Wastewater Treatment Plant (WWTP) has insufficient sludge dewatering capacity, especially during the winter months; and

WHEREAS, the City of Livingston has identified the need to install an Owner furnished skid mounted sludge thickener at the WWTP to reduce the volume of waste activate sludge; and

WHEREAS, the Invitation to Bid for the Installation of the Sludge Thickener Project was advertised in the Merced Sun Star on May 21, 2024; and

WHEREAS, on June 5, 2024, the City issued Addendum No. 1 (Addendum) as part of the Invitation to Bid, which included material changes and clarifications to the scope of the Project, including work related to instrumentation and control for process systems, and PLC base control system software requirements; and

WHEREAS, a total of three (3) bids were received and read aloud at 2:00 p.m. on June 11, 2024 at the City of Livingston City Hall, this being the advertised bid opening date and time. The bid results were as listed below:

<u>Contractor</u>	<u>Bid Amount</u>
GSE Construction Company, Inc.	\$ 757,800.00
Resource Development Company	\$ 793,400.00
Rolfe Construction, Inc.	\$ 823,623.00
Engineer’s Estimate	\$ 850,000.00

WHEREAS, the City’s Engineer has reviewed the bids, and examined them for compliance with the Invitation to Bid Specifications;

WHEREAS, The City Attorney determined that the bid submitted by GSE Construction Company, Inc. was deemed nonresponsive due to the Contractor’s failure to acknowledge the addendum in writing.

WHEREAS, the Invitation to Bid requires bidders to submit a complete bid. The Invitation to Bid requires that a “signed Addendum, if issued, must also be submitted with the sealed bid.” In the alternative, the “receipt of Addendum must be acknowledged in the appropriate area of the proposal. Failure to acknowledge receipt of the Addendum may cause a bid to be deemed non-responsive.” This may not occur if a signed Addendum is otherwise submitted with the bid packet. However, if a signed Addendum is provided, then a failure to also acknowledge receipt of the Addendum is not required; and

WHEREAS, the lowest monetary bidder, GSE Construction Company, Inc.’s bid did not include the signed Addendum as part of its sealed bid; and

WHEREAS, in the alternative, GSE Construction Company, Inc.'s bid also did not acknowledge receipt of the Addendum, and instead expressly stated that such an acknowledgement was "N/A" (aka "not applicable"), which is effectively a rejection of the same; and

WHEREAS, this refusal to acknowledge the Addendum is not inconsequential, and (among others) affect the ability to make bid comparisons regarding material issues as to bidders who will comply with the requirements of the Addendum verses those who may not or who have otherwise affirmatively disregarded the Addendum; and

WHEREAS, when reviewing bids, the City of Livingston has discretion to determine responsiveness and may demand strict compliance with the bid specifications; and

WHEREAS, on June 13, 2024, the City send a "Return of Non-Responsive Bid Livingston Sludge Thickener Installation" to GSE Construction Company, Inc., providing notice that the bid was not responsive; and

WHEREAS, on July 1, 2024, the City sent a notice to GSE Construction Company, Inc., of its intent to reject its bid and award the bid to the next lowest monetary bidder, and providing an opportunity to protest the same; and

WHEREAS, the bids have been reviewed and Resource Development Company submitted the lowest responsive and responsible bid.

WHEREAS, the City Council now desires to award the bid to Resource Development Company and enter into an agreement with it to construct the Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Livingston hereby:

Section 1. Rejects the bid by GSE Construction Company, Inc., as non-responsive for all the reasons stated herein and included in the record.

Section 2. Finds that Resource Development Company is the lowest responsive and responsible bidder.

Section 3. Adopt a Resolution to award a contract to Resource Development Company in the amount of seven hundred ninety-three thousand four hundred dollars and zero cents (\$793,400.00).

Section 4. Authorize the Interim City Manager to execute an agreement with Resource Development Company on behalf of the City of Livingston.

Section 5. This Resolution will become effective immediately.

I hereby certify that the foregoing Resolution No. 2024- ____ is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 16th day of July 2024, by the vote recorded as follows:

AYES:
NOES:
ABSENT:

ABSTAIN:

By: _____
Jose A. Moran, Mayor
of City of Livingston

ATTEST

Monica Cisneros, Deputy City Clerk

APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney

**ABSTRACT OF BIDS FOR
CITY OF LIVINGSTON
Sludge Thickener Installation
Bid Opening: June 11, 2024 at 2:00 p.m.**

Item No.	Item Description	Quantity and Unit	Engineer's Estimate		Resource Development Co. 1050 Linda Way Sparks, NV 89431		Rolfe Construction 3573 Southern Pacific Ave. Atwater, CA 95301		GSE Construction Co. Inc. 7633 Southfront Rd. Ste 160 Livermore, CA 94551	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1 LS	30,000.00	30,000.00	29,500.00	29,500.00	30,000.00	30,000.00	30,000.00	30,000.00
2	WAS/TWAS Piping, Valves, and Connections	1 LS	140,000.00	140,000.00	99,500.00	99,500.00	165,000.00	165,000.00	163,600.00	163,600.00
3	Drainage Piping, Connections, and Drop Manhole	1 LS	115,000.00	115,000.00	158,500.00	158,500.00	41,759.00	41,759.00	88,200.00	88,200.00
4	Water Supply and Appurtenances	1 LS	35,000.00	35,000.00	27,500.00	27,500.00	28,294.00	28,294.00	31,500.00	31,500.00
5	Sheeting, Shoring, and Bracing	1 LS	30,000.00	30,000.00	25,000.00	25,000.00	16,952.00	16,952.00	8,800.00	8,800.00
6	Construct Equipment Foundation	1 LS	60,000.00	60,000.00	64,500.00	64,500.00	32,812.00	32,812.00	145,800.00	145,800.00
7	Install Skid Mounted Sludge Thickener	1 LS	15,000.00	15,000.00	29,200.00	29,200.00	20,930.00	20,930.00	14,800.00	14,800.00
8	Install Sludge Feed Pump	1 LS	5,000.00	5,000.00	22,400.00	22,400.00	22,880.00	22,880.00	2,200.00	2,200.00
9	Polymer Feed System	1 LS	85,000.00	85,000.00	82,300.00	82,300.00	56,366.00	56,366.00	63,500.00	63,500.00
10	Metal Shade Structure	1 LS	20,000.00	20,000.00	39,500.00	39,500.00	19,630.00	19,630.00	21,600.00	21,600.00
11	Electrical and Instrumentation	1 LS	300,000.00	300,000.00	208,500.00	208,500.00	340,000.00	340,000.00	170,600.00	170,600.00
12	Startup	1 LS	15,000.00	15,000.00	7,000.00	7,000.00	49,000.00	49,000.00	17,200.00	17,200.00
BID TOTAL			\$850,000.00		\$793,400.00		\$823,623.00		* \$757,800.00	

Subcontractors Listed: Lighthouse Electrical

Strategic Mechanical

* Non-responsive
S.D. Electric Inc.
Mason Painting Inc.

Project Name/No.: Sludge Thickener Installation

Contract No.: 630.09-2024

Project Manager: Christopher Lopez, Interim City Manager **Approved:** _____

**PUBLIC WORKS AGREEMENT
BETWEEN CITY OF LIVINGSTON AND
RESOURCE DEVELOPMENT COMPANY**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 12th day of July, 2024 by and between the CITY OF LIVINGSTON, a municipal corporation, (“**City**”) and RESOURCE DEVELOPMENT COMPANY, a CORPORATION (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “**Party**” or “**Parties.**”

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the authority of the City of Livingston Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Sludge Thickener Installation (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project to the extent applicable or appropriate (it being understood that one or more of such documents may not be applicable in the event a competitive bidding process is not utilized due to existence of emergency or exigent circumstances), including but not limited to, the Notice Inviting Bids, Summary of Work, Instructions to Bidders, Bid or Bid Proposal, General Provisions, Special Provisions, Plans, Drawings, and Addenda, and any other documents included, referenced,

or incorporated therein. The Bid Documents are incorporated into this Agreement. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions 2018 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on with the City at 1416 C Street, Livingston, CA 95334 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed; (ii) has carefully considered how the services should be performed; and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. 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.

1.7 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000.00 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming

materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Project Manager to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Project Manager prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000.00, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Project Manager. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Project Manager. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.12 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as Exhibit A and incorporated herein by this

reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation of **SEVEN HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$793,400.00)** for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within fifteen (15) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within seventy-five (75) consecutive working days from the date on which the work was started and in accordance with any schedule contained in or required to be provided by the Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Eight Hundred Dollars (\$800.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such

gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jeff Farr	President
_____ (Name)	_____ (Title)
Christopher Erb	Vice President
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Christopher Lopez, Interim City Manager or any other person as may be designated by the Project Manager. It shall be the Contractor’s responsibility to assure

that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City General Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in

an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

(c) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000.00 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against 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 City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements 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 the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. 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 City.

(p) Timely Notice of Claims. Contractor shall give 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.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

(r) Endorsements.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, 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 which is caused by the sole or 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 counsels 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.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance, Labor, and Warranty Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City the following bonds:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A labor and materials bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.9 of this Agreement, in an amount not less than 20% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on a form approved by the City Clerk. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required in Section 5.5 may be changed accordingly upon receipt of written notice from the City.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given

to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions,

response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Merced, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Merced, State of California.

7.2 Termination.

This Agreement may be terminated in accordance with Section 6-7 and 6-8 of the 2018 Edition of the Standard Specifications for Public Works Construction (the Greenbook).

7.3 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work

and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City 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 City shall have up to three days following the next duly publicly noticed 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.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have

against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 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, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. 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 City 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 City 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 City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) 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.

(ii) For purposes of this section, 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.

(iii) Unless otherwise agreed to by the City 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.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City'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 of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000.00 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000.00 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City 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. § 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 related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Livingston 1416 C Street, Livingston, CA 95334 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating

to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

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CITY:

CITY OF LIVINGSTON, a California
Municipal Corporation.

Christopher Lopez, Interim City Manager

CONTRACTOR:

Resource Development Company

*By: _____
Name: Jeff Farr
Title: President

ATTEST:

Monica Cisneros, Deputy City Clerk

*By: _____
Name: Christopher Erb
Title: Vice-President

Address:
1050 Linda Way
Sparks, Nevada 89431

**APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP**

Roy C. Santos, City Attorney

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE 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 MERCED

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 MERCED

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

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<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
_____ _____	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

 SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

CITY OF LIVINGSTON

DEPARTMENT OF PUBLIC WORKS



BID BOOK

FOR

**FOR CONSTRUCTION OF
SLUDGE THICKENER INSTALLATION**

Bid Opening Date: June 11, 2024 @ 2:00 P.M. PDT

GOUVEIA ENGINEERING
456 Sixth Street, Gustine, California 95322

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PROPOSAL TO THE CITY OF CITY OF LIVINGSTON
DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER Farr Construction Corporation dba. Resource Development Company

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP Sparks, NV 89431
(Please include even if P.O. Box used)

BUSINESS STREET ADDRESS 1050 Linda Way

CITY, STATE, ZIP Sparks, NV 89431

TELEPHONE NO.: AREA CODE (775) 356-8004

FAX NO.: AREA CODE () N/A

CONTRACTOR LICENSE NO.: 1050646

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions and plans for the work to be done are dated MAY 2024 and are entitled:

**CITY OF CITY OF LIVINGSTON
DEPARTMENT OF PUBLIC WORKS
CONTRACT DOCUMENTS
FOR CONSTRUCTION OF
SLUDGE THICKENER INSTALLATION**



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **1050646** Entry **CORP**

Business Name **FARR CONSTRUCTION
CORPORATION DBA RESOURCE
DEVELOPMENT COMPANY**

Classification(s) **A C33 C61/D12 B C61/D38**

Expiration Date **02/28/2025**

www.cslb.ca.gov



Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY of LIVINGSTON's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY of LIVINGSTON*, and that discretion will be exercised in the manner deemed by the *CITY of LIVINGSTON* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY of LIVINGSTON* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY of LIVINGSTON*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY of LIVINGSTON* that the contract has been awarded, the *CITY of LIVINGSTON* may, at its option, 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 the security accompanying this proposal shall operate and the same shall be the property of the *CITY of LIVINGSTON*.

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 he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal

is accepted, that he will contract with the CITY of LIVINGSTON, in the form of the copy of the contract annexed hereto, 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 Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**CITY OF LIVINGSTON
DEPARTMENT OF PUBLIC WORKS
BID SCHEDULE
SLUDGE THICKENER INSTALLATION**

ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Mobilization <i>*(Item 1 not to exceed \$30,000)</i>	1 LS	\$ <u>29,500.00</u>	\$ <u>29,500.00</u> <i>*(See Note)</i>
2	WAS Piping, Valves, and Connections	1 LS	\$ <u>99,500.00</u>	\$ <u>99,500.00</u>
3	Drainage Piping, Connections, and Drop Manhole	1 LS	\$ <u>158,500.00</u>	\$ <u>158,500.00</u>
4	Water Supply and Appurtenances	1 LS	\$ <u>27,500.00</u>	\$ <u>27,500.00</u>
5	Sheet, Shoring, and Bracing	1 LS	\$ <u>25,000.00</u>	\$ <u>25,000.00</u>
6	Construct Equipment Foundation	1 LS	\$ <u>64,500.00</u>	\$ <u>64,500.00</u>
7	Install Skid Mounted Sludge Thickener	1 LS	\$ <u>29,200.00</u>	\$ <u>29,200.00</u>
8	Install Sludge Feed Pump	1 LS	\$ <u>22,400.00</u>	\$ <u>22,400.00</u>
9	Polymer Feed System	1 LS	\$ <u>82,300.00</u>	\$ <u>82,300.00</u>
10	Metal Shade Structure	1 LS	\$ <u>39,500.00</u>	\$ <u>39,500.00</u>
11	Electrical and Instrumentation	1 LS	\$ <u>208,500.00</u>	\$ <u>208,500.00</u>
12	Startup	1 LS	\$ <u>7,000.00</u>	\$ <u>7,000.00</u>
TOTAL BID			\$ <u>793,400.00</u>	

NOTE: "TOTAL BID" is only on the last page of the Bid Schedule List

INFORMATION REQUIRED OF BIDDER
List of Subcontractors

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Bid Item No.	Description of Work to be Performed	Percent of Total Contract	Subcontractor's License No.	Dept. of Industrial Relations (DIR) Registration No.	Subcontractor's Name and Address
<i>All other bid items</i>	All work but what is listed below.	<i>74%</i>	1050646	1000064750	Farr Construction Corporation dba. Resource Development Company 1050 Linda Way Sparks, NV 89431
<i>11</i>	Electrical.	<i>26%</i>	871256	1000024650	Lighthouse Electrical Inc 520 Park Creek Avenue Clovis 93611
	<i>NONE.</i>				



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 871256

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17)
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database

Data current as of 6/11/2024 7:26:46 AM

Business Information

LIGHTHOUSE ELECTRICAL INC
 520 PARK CREEK DR
 CLOVIS, CA 93611
 Business Phone Number:(559) 498-0290

Entity Corporation
 Issue Date 01/20/2006
 Expire Date 01/31/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 10132891

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JOEL ANTHONY RATTO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/25/2015

Workers' Compensation

This license has workers compensation insurance with the OAK RIVER INSURANCE COMPANY

Policy Number:INWC512656

Effective Date: 01/01/2024

Expire Date: 01/01/2025

[Workers' Compensation History](#)

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor Information

Legal Entity Name
LIGHTHOUSE ELECTRICAL INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000024650
Registration effective date
07/01/24
Registration expiration date
06/30/27
Mailing Address
520 Park Creek Avenue Clovis 93611 CA United Stat...
Physical Address
520 Park Creek Avenue Clovis 93611 CA United Stat...
Email Address
vratto@icadautomation.com
Trade Name/DBA
LIGHTHOUSE ELECTRICAL INC
License Number (s)
CSLB:871256
CSLB:871256

Registration History

Effective Date	Expiration Date
06/19/18	06/30/19
06/15/17	06/30/18
06/22/16	06/30/17
07/01/15	06/30/16
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24
07/01/24	06/30/27

Legal Entity Information

Corporation Entity Number: C2818147
President Name: Vicki Ratto
Vice President Name:
Treasurer Name: Joel Ratto
Secretary Name: Joel Ratto
CEO Name:

Agency for Service:
Agent of Service Name: Lawvex
Agent of Service Mailing Address: 2565 Alluvial Ave #202 Clovis 93611 CA

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:
PEO Name Kerr Payroll PEO Phone (559) 405-9700 PEO
PEO Information Email

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

Policy Number:

Inception date:

Expiration Date:

Lighthous

Oak River

INWC5121

01/01/24

01/01/25

Contractor Information

Legal Entity Name
 FARR CONSTRUCTION CORPORATION
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000064750
Registration effective date
 07/01/21
Registration expiration date
 06/30/24
Mailing Address
 1050 LINDA WAY SPARKS 89431 NV United States of A...
Physical Address
 1050 LINDA WAY SPARKS 89431 NV United States of A...
Email Address
 hbaker@resourcedevelopmentco.com
Trade Name/DBA
 RESOURCE DEVELOPMENT COMPANY
License Number (s)
 CSLB:1050646
 Other:1050646
 CSLB:1050646
 CSLB:1050646

Registration History

Effective Date	Expiration Date
03/14/19	06/30/19
07/31/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/24

Legal Entity Information

Corporation Entity Number: C4219400
President Name: JEFF FARR
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:

Agent of Service Name:

JEFF FARR

Agent of Service Mailing Address:

1050 LINDA WAY SPARKS 89431 NV United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:

FARR CONSTRUCTION CORPORATION

Insurance Carrier:

Old Republic Insurance

Policy Number:

MWC31827624

Inception date:

05/31/24

Expiration Date:

05/31/25

STATEMENT OF QUALIFICATIONS

Experience

Bidder shall identify three (3) most recently completed projects similar to Work described in these Contract Documents.

	1	2	3
Project Title	Chalk Bluff WTP (7&8)	Chalk Bluff WTP Filer 11 & 12 Underdrains	Edison Way & University Lift Station
Public Agency	Truckee Meadows Water Authority (TMWA)	Truckee Meadows Water Authority (TMWA)	City of Reno
Address	1355 Capital Blvd, Reno, NV 89502	1355 Capital Blvd, Reno, NV 89502	1 E. First Street PO Box 1900 Reno, NV 89505
Telephone No.	(775) 834-8080	(775) 834-8080	(775) 334-4636
Engineer in Charge	Juan Esparza	Juan Esparza	Marc Belanger Shaw Engineering
Project Value (\$)	\$905,500	\$874,240	\$3,912,546
Date Accepted	2/11/2021	4/15/2022	10/16/2023
Claims Filed?	None.	None.	None.
<i>If yes explain below:</i>			

N/A

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Farr Construction Corporation dba. Resource Development Company, proposed subcontractor(s)

Lighthouse Electrical, Inc
(list Subcontractor(s) above)

hereby certifies that he

has

has not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance 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 offenses 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.

Farr Construction Corporation dba. Resource Development Company

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, 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.

Farr Construction Corporation dba. Resource Development Company

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-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 the National Labor Relations Board.

Note: 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.

Farr Construction Corporation dba. Resource Development Company

CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION INSURANCE

Nevada
State of ~~California~~

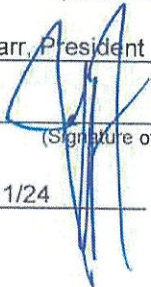
County of Washoe

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Farr Construction Corporation dba.
Resource Development Company

(Name of Contractor)

By: Jeff Farr, President



(Signature of Contractor)

Date: 6/11/24

Noncollusion Affidavit

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

To the CITY of LIVINGSTON DEPARTMENT OF PUBLIC WORKS.

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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

Farr Construction Corporation dba. Resource Development Company

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, 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 to an additional sheet of paper and include with the bid.

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.

Farr Construction Corporation dba. Resource Development Company

NPDES/MS4 Compliance Certification

All construction projects within the City limits must comply with the National Pollutant Discharge Elimination System (NPDES) storm water regulation adopted by the EPA, and as applicable, and the Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit requirements, regardless of size.

The City is required under these permits to provide information to Contractors performing work within City limits about training opportunities to assist in managing potential pollutants from construction –related activities, selection, installation, implementation, and maintenance of Best Management Practices (BMPs), as well as overall program compliance.

The Bidder acknowledges that they are aware of the necessity to be in compliance with the NPDES and MS4 permits while working within City limits.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certifications are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Certifications.

Accompanying this proposal is Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Farr Construction Corporation dba. Resource Development Company

Jeff Farr- President, Secretary, Treasurer, Manager

Christopher Erb- Vice President

Licensed in conformance with an act providing for the registration of Contractors,

License No. 1050646 Classification(s) A C33 C61/D12 B C61/D38

Department of Industrial Relations (DIR) Registration No. 1000064750

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in Addenda Number/s
1, 6/5/24

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

Date: 6/11/24



Jeff Farr

President

Signature and Title of Bidder

Business Address 1050 Linda Way Sparks, NV 89431

Place of Business 1050 Linda Way Sparks, NV 89431

Place of Residence 1050 Linda Way Sparks, NV 89431

ADDENDUM NO. 01

Date of Addendum: June 5, 2024

Project: Sludge Thickener Installation
Owner: City of Livingston
Bid Date: *June 11, 2024 at 2:00 p.m.*
To: Prospective Bidders
From: Gouveia Engineering
456 Sixth Street
Gustine, CA 95322

1. This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract Documents, as applicable. All other conditions of the Contract Documents remain unchanged. The following changes, additions, or deletions as set forth herein shall apply to the Contract Documents and shall be made a part thereof and shall be subject to all the requirements thereof as though originally shown and/or specified.
2. The Technical Specifications are hereby modified to effect the following changes:
 - a. Section 409100 Instrumentation and Control for Process Systems
 - i. Remove paragraph 1.01.D.1.
 - b. Section 409520 PLC-Base Control System Software
 - i. Paragraph 1.01.C, replace with the following:


“C. The SCADA System modifications required for monitoring, control and information systems implementing ~~PLC~~-based PLC controls for existing and new system processes.”
 - ii. Paragraph 1.09.B.1, replace with the following:


“The CONTRACTOR shall coordinate with the System Supplier (~~i.e. FESCO~~) and the Sludge Thickening System Supplier (i.e. PWTECH) to provide a complete and fully functional system. Coordination requirements include scheduling meetings between the two system providers, request additional information as required to complete installation, and schedule testing requirements prior to system start-up.”
 - iii. Paragraph 3.02.A, replace with the following:

“The PLC programming software shall be provided for the existing **TESCO** PLC.”

3. Bids shall be submitted in accordance with this Addendum. All Bidders MUST acknowledge receipt of this Addendum by signing and returning this Addendum with your Bid.

Gouveia Engineering


By: Noe Martinez, PE

Firm Name: Farr Construction Corporation dba. Resource Development Company
By:  _____
-Jeff Farr
Title: President
Date: 06/11/24

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
*Deputy Secretary for
Commercial Recordings*

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

*Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888*

Certified Copy

06/25/2021 14:26:56 PM

**Work Order
Number:** W2021062501371 - 1418133
Reference Number: 20211562836
Through Date: 06/25/2021 14:26:56 PM
Corporate Name: FARR CONSTRUCTION
CORPORATION

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
00000334560-41	Articles of Incorporation - 08/04/2005	1



Certified By: Electronically Certified
Certificate Number: B202106281785238
You may verify this certificate
online at <http://www.nvsos.gov>

Respectfully,

A handwritten signature in cursive script that reads "Barbara K. Cegavske".

BARBARA K. CEGAVSKE
Nevada Secretary of State



DEAN HELLER
 Secretary of State
 206 North Carson Street
 Carson City, Nevada 89701-4299
 (775) 684 5708
 Website: secretaryofstate.biz

Articles of Incorporation
 (PURSUANT TO NRS 78)

Filed in the office of <i>Dean Heller</i>	Document Number 00000334560-41
Dean Heller Secretary of State State of Nevada	Filing Date and Time 08/04/2005 7:59 AM
	Entity Number E0538802005-4

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	<u>Fast Construction Corporation</u>
2. Resident Agent Name and Street Address: <small>(must be a Nevada address when process may be served)</small>	Name <u>Jeff Farr</u>
	Street Address <u>3760 Boulder Ct.</u> <u>Reno</u> <u>NEVADA</u> <u>89507</u> City State Zip Code
	Optional Mailing Address _____ City State Zip Code
3. Shares: <small>(number of shares authorized to issue)</small>	Number of shares with par value: <u>5,000,000</u> Par value: \$ <u>.001</u> Number of shares without par value: <u>0</u>
4. Names & Addresses of Board of Directors/Trustees: <small>(attach additional page if there is more than 3 directors/trustees)</small>	1. <u>Jeff Farr</u> Name
	<u>3760 Boulder Ct</u> <u>Reno</u> <u>NV</u> <u>89507</u> Street Address City State Zip Code
	2. _____ Name
	_____ Street Address City State Zip Code
	3. _____ Name
	_____ Street Address City State Zip Code
5. Purpose: <small>(optional-see instructions)</small>	The purpose of this Corporation shall be: <u>Conduct Legal Business</u>
6. Names, Address and Signature of Incorporator: <small>(attach additional page if there is more than 1 incorporator)</small>	Name <u>Jeff Farr</u> Signature
	<u>3760 Boulder Ct</u> <u>Reno</u> <u>NV</u> <u>89507</u> Address City State Zip Code
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named corporation. Authorized Signature of R.A. or On Behalf of R.A. Company Date <u>04 Aug 2005</u>

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form TA ARTICLES.2003
 Revised on 11/21/03

BID BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address)
Farr Construction Corporation dba
Resource Development Company
1050 Linda Way
Sparks, NV 89431

SURETY (Name, and Address of Principal Place of Business):
Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

OWNER (Name and Address):

City of Livingston
1416 C Street
Livingston, CA 95334

BID

Bid Due Date: June 11, 2024
Description: (Project Name and Location) Sludge Thickener Installation, Gallo Rd., Livingston, California

BOND

Bond
Number: Bid Bond
Date: June 6, 2024
Penal
Sum: Ten (10%) Percent Of Total Amount Bid \$ 10% Of Total Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Farr Construction Corporation dba
Resource Development Company (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Jeff Farr

Print Name

President

Title

SURETY

Old Republic Surety Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Roger Kaltenbach (CA License 6006876)
Print Name

Attorney-in-Fact
Title

Attest:

Signature

Witness
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claays, Ronald J. Lange, Guy P. Amfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kallenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Charla M. Boadie, Derek D. Sabo, Andrew Kerslake,

Katelyn Cooper, Alec Gumpfer, Gregory C. Ryerson, Andrew P. Larsen of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 8820



Signed and sealed at the City of Brookfield, WI this 6th day of June 2024

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

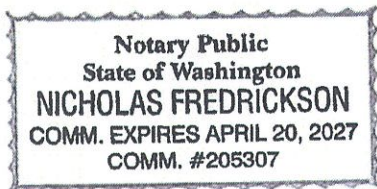
Parker, Smith & Feek Ins LLC

ACKNOWLEDGMENT

State of Washington)
County of King)

On this 6th day of June, 2024, before me, Nicholas Fredrickson notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Roger Kaltenbach, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Old Republic Surety Company as surety in said instrument, and acknowledged to me that he/she subscribed the name of said corporation thereto as surety, and his/her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC


Commission Expires: April 20, 2027

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in *bold and italics*.

GSE CONSTRUCTION COMPANY, INC.
7633 SOUTHERN ROAD, SUITE 160
LIVERMORE, CA 94551
License No. H01493

Bid Enclosed: Sludge Thickener Installation

Attention: City Clerk
City of Livingston
1416 C Street
Livingston, CA 95334

RECEIVED
JUN 11 2024
1:52 PM
CITY OF LIVINGSTON

CITY OF LIVINGSTON

DEPARTMENT OF PUBLIC WORKS



BID BOOK

FOR

**FOR CONSTRUCTION OF
SLUDGE THICKENER INSTALLATION**

Bid Opening Date: June 11, 2024 @ 2:00 P.M. PDT

GOUVEIA ENGINEERING
456 Sixth Street, Gustine, California 95322

**BID BOOK
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PROPOSAL TO THE CITY OF CITY OF LIVINGSTON
DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER GSE Construction Company Inc.

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP N/A

(Please include even if P.O. Box used)

BUSINESS STREET ADDRESS 7633 Southfront Rd., Ste, 160

CITY, STATE, ZIP Livermore, CA 94551

TELEPHONE NO.: AREA CODE (925) 447- 0292

FAX NO.: AREA CODE (925) 447- 0962

CONTRACTOR LICENSE NO.: 401498

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions and plans for the work to be done are dated MAY 2024 and are entitled:

**CITY OF CITY OF LIVINGSTON
DEPARTMENT OF PUBLIC WORKS
CONTRACT DOCUMENTS
FOR CONSTRUCTION OF
SLUDGE THICKENER INSTALLATION**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY of LIVINGSTON's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY of LIVINGSTON*, and that discretion will be exercised in the manner deemed by the *CITY of LIVINGSTON* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY of LIVINGSTON* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY of LIVINGSTON*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY of LIVINGSTON* that the contract has been awarded, the *CITY of LIVINGSTON* may, at its option, 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 the security accompanying this proposal shall operate and the same shall be the property of the *CITY of LIVINGSTON*.

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 he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal

is accepted, that he will contract with the CITY of LIVINGSTON, in the form of the copy of the contract annexed hereto, 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 Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**CITY OF LIVINGSTON
DEPARTMENT OF PUBLIC WORKS
BID SCHEDULE
SLUDGE THICKENER INSTALLATION**

ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Mobilization <i>*(Item 1 not to exceed \$30,000)</i>	1 LS	\$ <u>30,000</u>	\$ <u>30,000</u> <i>*(See Note)</i>
2	WAS Piping, Valves, and Connections	1 LS	\$ <u>163,600</u>	\$ <u>163,600</u>
3	Drainage Piping, Connections, and Drop Manhole	1 LS	\$ <u>88,200</u>	\$ <u>88,200</u>
4	Water Supply and Appurtenances	1 LS	\$ <u>31,500</u>	\$ <u>31,500</u>
5	Sheet, Shoring, and Bracing	1 LS	\$ <u>8,800</u>	\$ <u>8,800</u>
6	Construct Equipment Foundation	1 LS	\$ <u>145,800</u>	\$ <u>145,800</u>
7	Install Skid Mounted Sludge Thickener	1 LS	\$ <u>14,800</u>	\$ <u>14,800</u>
8	Install Sludge Feed Pump	1 LS	\$ <u>2,200</u>	\$ <u>2,200</u>
9	Polymer Feed System	1 LS	\$ 77,600 ^{63,500} _{DS}	\$ 77,600 ^{63,500} _{DS}
10	Metal Shade Structure	1 LS	\$ <u>21,600</u>	\$ <u>21,600</u>
11	Electrical and Instrumentation	1 LS	\$ <u>170,600</u>	\$ <u>170,600</u>
12	Startup	1 LS	\$ <u>17,200</u>	\$ <u>17,200</u>
TOTAL BID			\$ 771,900	\$ <u>757,800</u> _{DS}

NOTE: "TOTAL BID" is only on the last page of the Bid Schedule List

INFORMATION REQUIRED OF BIDDER

List of Subcontractors

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Bid Item No.	Description of Work to be Performed	Percent of Total Contract	Subcontractor's License No.	Dept. of Industrial Relations (DIR) Registration No.	Subcontractor's Name and Address
11 1 12	Electrical & Instrumentation	18.9%	850914	1000005683	S.D. Electric Inc. 1852 W. 11th St. #327 Tracy, CA 95376
2	Coatings	1.2%	819987	1000008947	Mason Painting Inc. P.O. Box 1115 Orangevale, CA 95662

STATEMENT OF QUALIFICATIONS

Experience

Bidder shall identify three (3) most recently completed projects similar to Work described in these Contract Documents.

	739	760	779
	1	2	3
Project Title	San Clemente Gravity Belt Thickeners Replacement	FSSD Digester Reliability Improvement Project	Redlands MBR & Digester Improvements Project, 521006 - Phase 1B
Public Agency	City of San Clemente	Fairfield Suisun Sewer District	City of Redlands
Address	910 Calle Negocio Suite 100 San Clemente, CA 92673	1010 Chadbourne Rd. Fairfield, CA 94534	35 Cajon St., Suite 15A Redlands, CA 92373
Telephone No.	(949) 361-6140	(707) 429-8930	(909) 798-7584
Engineer in Charge	Pace Engineering	Stantec	Parsons
Project Value (\$)	\$1,581,158	\$3,144,638	\$7,557,634
Date Accepted	02/12/2021	07/01/2021	12/30/2022
Claims Filed?	No	No	No
<i>If yes explain below:</i>			

N/A

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder GSE Construction Company Inc., proposed subcontractor(s)

Mason Painting Inc. and S.D. Electric Inc.

(list Subcontractor(s) above)

hereby certifies that he

has

has not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance 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 offenses 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 conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, 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.

N/A

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-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 the National Labor Relations Board.

Note: 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.

CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION INSURANCE

State of *California*

County of Alameda

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

GSE Construction Company Inc.

(Name of Contractor)

By: Dennis Gutierrez, President



(Signature of Contractor)

Date: 06/11/2024

Noncollusion Affidavit

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

To the CITY of LIVINGSTON DEPARTMENT OF PUBLIC WORKS.

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 or association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, 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 to an additional sheet of paper and include with the bid.

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.

NPDES/MS4 Compliance Certification

All construction projects within the City limits must comply with the National Pollutant Discharge Elimination System (NPDES) storm water regulation adopted by the EPA, and as applicable, and the Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit requirements, regardless of size.

The City is required under these permits to provide information to Contractors performing work within City limits about training opportunities to assist in managing potential pollutants from construction –related activities, selection, installation, implementation, and maintenance of Best Management Practices (BMPs), as well as overall program compliance.

The Bidder acknowledges that they are aware of the necessity to be in compliance with the NPDES and MS4 permits while working within City limits.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certifications are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Certifications.

Accompanying this proposal is Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

<u>GSE Construction Company Inc.</u>	
<u>Dennis Gutierrez, President</u>	<u>Steve Mazza, Chief Operating Officer</u>
<u>Nate Jones & Richard Harte, Vice President</u>	<u>Iris Sosa, Secretary</u>

Licensed in conformance with an act providing for the registration of Contractors,

License No. 401498 Classification(s) A, B, C16, C36, C61/D21

Department of Industrial Relations (DIR) Registration No. 1000000077

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in Addenda Number/s

N/A

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

Date: 06/11/2024



[Handwritten Signature]

Dennis Gutierrez, President

Signature and Title of Bidder

Business Address 7633 Southfront Rd., Ste. 160, Livermore, CA 94551

Place of Business Livermore, CA

Place of Residence Hayward, CA

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

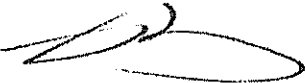
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stanley J. MATRANGA and Eric V. MATRANGA, both of Granite Bay, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

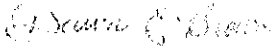
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of August, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Robert D. Murray*
Vice President



By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 13th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Placer)

On May 29, 2024 before me, Eric Matranga, Notary Public

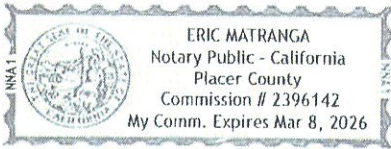
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
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 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 *[Handwritten Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of San Joaquin)

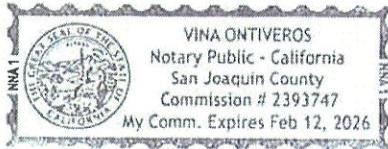
On 06/06/2024 before me, Vina Ontiveros-Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dennis Gutierrez
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 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 Vina Ontiveros
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

G.S.E. Construction Company, Inc.

CORPORATE RESOLUTION

The undersigned, constituting all of the directors of G.S.E. Construction Company, Inc., hereby adopt the recitals and resolutions as shown below. This action is taken in accordance with the provisions of Section 307(b) of the California General Corporation Law, which authorized the Board of Directors to take any action without a meeting may be taken at any annual or special meeting if the board consents in writing to the action. The effective date of the actions taken by this unanimous written consent is January 7, 2020

WHEREAS, construction contracts and proposals are executed only by authorized agents of the corporation.

RESOLVED, that the directors reaffirm that the following persons, with titles as designated, are authorized to perform the roles and responsibilities on behalf of G.S.E. Construction Company, Inc.

NAME	TITLE
Dennis Gutierrez	President
Steve Mazza	Chief Operating Officer (COO)
Nate Jones	Vice President
Richard Harte	Vice President
Iris Villasenor Sosa	Secretary

CERTIFICATION OF SECRETARY

I certify that:

I am duly qualified and acting as Secretary of G.S.E. Construction Company, Inc., a licensed California Corporation.

The foregoing is a true copy of a resolution duly adopted by the board of Directors of the corporation at a special meeting duly held on January 6, 2020 and entered in the minutes of such meeting in the minute book of the corporation.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repeated, and is now in full force and effect.

Dated: January 7, 2020


Iris Sosa, Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **401498**

Entity **CORP**

Business Name **G S E CONSTRUCTION COMPANY
INC**

Classification **A C36 B HAZ C16 C61/D21**



Expiration Date **03/31/2025**

www.cslb.ca.gov



State of California
Department of Industrial Relations
 (https://www.dir.ca.gov/)

Contractor Information

Legal Entity Name
 GSE CONSTRUCTION COMPANY INC
 Legal Entity Type
 Corporation
 Status
 Active
 Registration Number
 100000077
 Registration effective date
 07/01/21
 Registration expiration date
 06/30/24
 Mailing Address
 7633 Southfront Road, Suite 160 LIVERMORE 94551 CA United States of America
 Physical Address
 7633 Southfront Road, Suite 160 LIVERMORE 94551 CA United States of America
 Email Address
 dgutierrez@gseconstruction.com
 Trade Name/DBA
 License Number (s)
 CSLB:401498
 CSLB:401498

Registration History

Effective Date	Expiration Date
06/13/18	06/30/19
05/09/17	06/30/18
06/07/16	06/30/17
06/16/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/24

Legal Entity Information

Corporation Entity Number: C0985828
 Federal Employment Identification Number: 942667247
 Agency for Service:
 Agent of Service Name: GSE Construction Co., Inc
 Agent of Service Mailing Address: 7633 Southfront Road, Suite 160 Livermore 94551 CA United States of America
 President Name: Dennis Gutierrez
 Vice President Name: Nate Jones & Richard Harte
 Treasurer Name:
 Secretary Name: Iris Sosa
 CEO Name: Steve Mazza, COO

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)? No
 Please provide your current worker's compensation insurance information below:

PEO PEO PEO
 PEO InformationName Phone Email

Insured by Carrier
 Policy Holder Name:
 Insurance Carrier: GSE CONSTRUCTION COMPANY, INC.
 Policy Number: The Travelers Indemnity Company of Connecticut
 Inception date: DT22-CO-3R384155-TCT-21
 10/01/21



California Environmental Protection Agency
Air Resources Board

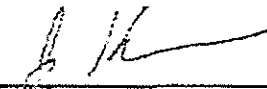
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

GSE 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 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2872

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



City of Livingston

1416 C Street
Livingston, CA 95334

June 13, 2024

DENNIS GUTIERREZ, PRESIDENT
GSE Construction Company, Inc.
7633 Southfront Road, Ste. 160
Livermore, CA 94551

RE: Return of Non-Responsive Bid
Livingston Sludge Thickener Installation

Dear Mr. Gutierrez:

Thank you for submitting a bid for the above referenced project. After careful review, your bid was deemed non-responsive by the City Attorney for failure to acknowledge Addendum 1 in your submitted bid. Consequently, your bid was deemed not fully responsive to the bid requirements.

Therefore, the City of Livingston (City) is returning your submitted bid.

Thank you for your interest in the project and hope you will continue to bid City projects.

Sincerely,

Mario Gouveia, City Engineer

Attachments: Submitted Bid Package

cc: Christopher Lopez, Interim City Manager
Roy Santos, City Attorney
Anthony Chavarria, Public Works Director



June 20th, 2024

By Email

twhitsitt@gouveiaengineering.com

Tina Whitsitt
Engineering Assistant
Gouveita Engineering Inc.

Re: Response Letter by GSE Construction, Inc. of Sludge Thickener Installation bid for City of Livingston.

Dear Tina:

We are writing to request that the City consider our bid for the Sludge Thickener Installation on June 11th, 2024 on the merits. GSE submitted the lowest priced proposal of \$757,800, less \$35,600 from the second lowest proposal; equally important, our company has decades of experience with projects of this type, and we have a track record of completing such projects on time and on budget.

GSE's bid is fully responsive. We have committed to fully performing all of the contract scope of work, in accordance with all of the contract documents, including the addenda. Our commitment to performing the work is backed by our bid bonds, which requires us to enter into a contract based on proposal, which states as follows:

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Thus, failure to identify the addenda is irrelevant and a trivial and nonmaterial variation. See *Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181 (2014) (failure to include several pages of bid bond did not required bid to be rejected, as terms of the bid bond were incorporated by reference).

GSE did not obtain a competitive advantage or the ability to withdraw its bid. The addendum's only change was allowing multiple integrators to be accepted on the project, which GSE's listed electrical subcontractor (which provides integration) noted on their proposal.

Because the addenda addressed matters that did not materially affect what our bid would be, even if we had not taken the addenda into account, the failure to consider the addendum would not constitute a mistake that would allow GSE to withdraw its bid. See Pub. Contract Code 5100 & 5103; *Valley Crest Landscape, Inc. v. City Council*, 41 Cal. App. 4th 1432, 1437 (1996). At most, the failure to acknowledge the addenda is a trivial variance that may be waived by the City. See *Bay Cities Paving & Grading, Inc.*, 223 Cal. App. 4th at 1196.

Additionally, the bid documents allow for failure to note an addendum as a minor omission by giving the City of the option. See below ...

A complete bid includes the Bid Form, Bid Schedule, List of Subcontractors, Experience, Equal Employment Opportunity, Public Contract Code (Statements and Questionnaire), Non-Collusion Affidavit, Debarment and Suspension Certification, Bid Bond with surety, and a copy of a current California State Contractor's License. A signed Addendum, if issued, must also be submitted with the sealed bid, or receipt of Addendum must be acknowledged in the appropriate area of the proposal. Failure to acknowledge receipt of addendum may cause your bid to be deemed non-responsive.

In conclusion, we therefore respectfully request that the City of Livingston consider our bid on the merits and accept our bid as the lowest price proposal from a responsible bidder and not cost the City unnecessary additional money to fund the project. Thank you for your careful review and consideration of this matter.

Thank you for your time & consideration.

Sincerely,

Nate Jones

GSE Construction Company, Inc.
Nate Jones, Vice President of Estimating

From: [Anthony Chavarria](#)
To: [Linda Gouveia](#)
Cc: [Christopher Lopez](#); [Roy C. Santos](#); [Mario Gouveia](#); [Nick Fontaine](#); [Tina Whitsitt](#)
Subject: RE: Sludge Thickener Installation - Low Bidder Bid
Date: Thursday, June 13, 2024 9:06:02 AM
Attachments: [image001.jpg](#)

Hi Linda,

After consultation with legal it was determined that by not signing the addendum the contractors bid is deemed non-responsive.

Kind Regards,

Anthony Chavarria

Director of Public Works
City of Livingston
Office (209) 394-8044
Fax (209) 394-7296
achavarria@livingstoncity.com

logo color email



Confidentiality Notice: *This message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipients, please contact the sender by reply e-mail or phone and destroy all copies of the original message.*

From: Linda Gouveia <lgouveia@gouveiaengineering.com>
Sent: Wednesday, June 12, 2024 9:40 AM
To: Anthony Chavarria <achavarria@livingstonca.gov>
Cc: Christopher Lopez <clopez@livingstonca.gov>; Roy C. Santos <rsantos@awattorneys.com>; Mario Gouveia <mgouveia@gouveiaengineering.com>; Nick Fontaine <nfontaine@gouveiaengineering.com>; Tina Whitsitt <twhitsitt@gouveiaengineering.com>
Subject: Sludge Thickener Installation - Low Bidder Bid

Hello Anthony,

In reviewing the bid packages submitted for the Sludge Thickener Installation, the Low Bidder (GSE Construction Company, Inc.) did not acknowledge the Addendum on the Signature Page (pg. 11-13). Addendum was emailed and

posted to the Contractor's exchanges. Legal will need to determine if this irregularity makes the Contractor's bid non-responsive.

If you have any questions, please contact our office.

Regards,
Linda

Linda C. Gouveia
Vice President/Secretary
Gouveia Engineering
456 Sixth Street
Gustine, CA 95322
Phone: (209) 854-3300

From: [Tina Whitsitt](#)
To: [Linda Gouveia](#)
Cc: [Nick Fontaine](#); [Mario Gouveia](#)
Subject: RE: 630.09
Date: Friday, June 14, 2024 1:46:00 PM
Attachments: [image001.png](#)

Hi Linda,

We received 6 email confirmations of received addendum and they are on the server in the non-responsive folder.

Golden State plan room is a co-op of 22 builders exchanges. I spoke with Kandice at Central California Builders Exchange and she told me that they are part of the Golden State Plan Service, there are 22 exchanges that are part of it, see below. They all share the same planroom, so if one BX posted it, they all see it.

Hope this makes sense!

GOLDEN STATE PLAN SERVICE

The most comprehensive planroom network available

22 locally grounded exchanges and associations
make up the largest planroom network in the state.

- Our Collaboration means more projects -**
We don't upload from a single location we cultivates local relationships to bring the best projects to the planroom.
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- Accurate Bidders Lists, Projects, & Addenda-** Real time updates - never miss a project update
- Mobile Device Accessible -**
Take your planroom with you

For more information
www.gsplanservice.org
or call 916-771-7229

Warm regards,

Tina Whitsitt
Engineering Assistant
Gouveia Engineering, Inc.
456 Sixth Street
Gustine, CA 95322
Ph. 209.854.3300 Direct/Fax. 209.780.4907

From: Linda Gouveia <louveia@gouveiaengineering.com>
Sent: Friday, June 14, 2024 11:26 AM
To: Tina Whitsitt <twhitsitt@gouveiaengineering.com>
Cc: Nick Fontaine <nfontaine@gouveiaengineering.com>; Mario Gouveia <mgouveia@gouveiaengineering.com>
Subject: Re: 630.09

Tina,

Please check with all exchanges and get confirmation in an email. Thank you.

Regards,
Linda

On 14 Jun 2024, at 4:49 PM, Tina Whitsitt <twhitsitt@gouveiaengineering.com> wrote:

FYI...

I just spoke with Michelle at Dodge and she shows 1 addendum that they have posted that was sent to them on 6/5/2024. Attached is her acknowledgement.

Warm regards,

Tina Whitsitt
Engineering Assistant
Gouveia Engineering, Inc.
456 Sixth Street
Gustine, CA 95322
Ph. 209.854.3300 Direct/Fax. 209.780.4907

<mime-attachment>

From: [BABX Planroom](#)
To: [Tina Whitsitt](#)
Subject: Re: 630.09 Sludge Thickener Installation - Addendum No. 1
Date: Thursday, June 6, 2024 7:34:33 AM

Received, thank you.



3055 Alvarado Street
San Leandro, CA 94577
(510) 483-8880
planroom@bayareabx.com

On Wed, Jun 5, 2024 at 4:56 PM Tina Whitsitt <twhitsitt@gouveiaengineering.com> wrote:

***** PLEASE ACKNOWLEDGE RECEIPT OF THE ATTACHED ADDENDUM NO. 1
- THANK YOU *****

Good Afternoon,

Attached you will find addendum no. 1 for the Sludge Thickener Installation in the City of Livingston.

Owner: City of Livingston

Engineer's Estimate: \$750K – 850K

Mandatory Pre-Bid Meeting: None

DBE Goal: None

Bid Opening: June 11, 2024 at 2:00 p.m.

Addenda Issued: 01

If you need additional information, please contact our office.

Warm regards,

Tina Whitsitt

Engineering Assistant

Gouveia Engineering, Inc.

456 Sixth Street

Gustine, CA 95322

Ph. 209.854.3300 Direct/Fax. 209.780.4907

From: [Kandice Bohner](#)
To: [Tina Whitsitt](#)
Subject: Re: 630.09 Sludge Thickener Installation - Addendum No. 1
Date: Friday, June 14, 2024 1:00:41 PM
Attachments: [Outlook-Text_Desc.gif](#)

Good Afternoon Tina,

Yes it is posted to our website.

Thank you,

Kandice Bohner, Office Assistant
1244 N. Mariposa St., Fresno, CA 93703
559-237-1831



From: Tina Whitsitt <twhitsitt@gouveiaengineering.com>
Sent: Friday, June 14, 2024 12:00 PM
To: [projectinfo](mailto:projectinfo@cencalbx.com) <projectinfo@cencalbx.com>; planroom@besonline.com
<planroom@besonline.com>; planroom@placerbx.com <planroom@placerbx.com>;
planroom@srbx.org <planroom@srbx.org>
Subject: RE: 630.09 Sludge Thickener Installation - Addendum No. 1

Good Morning All,

Please confirm that addendum no.1 was posted to your website for the above referenced project. See the attached for reference.

Thank you for your help!

Warm regards,

Tina Whitsitt
Engineering Assistant
Gouveia Engineering, Inc.
456 Sixth Street
Gustine, CA 95322
Ph. 209.854.3300 Direct/Fax. 209.780.4907

From: Tina Whitsitt
Sent: Wednesday, June 5, 2024 4:56 PM
To: bruiz@tkcbe.com; CalBx (projectinfo@cencalbx.com) <projectinfo@cencalbx.com>;

dodge.bidding (dodge.bidding@construction.com) <dodge.bidding@construction.com>; Holly Bowden <habowden@valleybx.com>; Michelle Vanvleet <michelle.vanvleet@construction.com>; planroom <planroom@bayareabx.com>; planroom@besonline.com; planroom@placerbx.com; planroom@srbx.org; planroom@valleybx.com; planroom@vceonline.com
Cc: achavarria@livingstonca.gov; tavina@livingstonca.gov; Adabel Pirita <APirita@livingstonca.gov>; Mario Gouveia <mgouveia@gouveiaengineering.com>; 'Linda Gouveia' <lgouveia@gouveiaengineering.com>; 'Nick Fontaine' <nfontaine@gouveiaengineering.com>; Noe Martinez <nmartinez@gouveiaengineering.com>; Kolbi Ayala <kayala@gouveiaengineering.com>
Subject: 630.09 Sludge Thickener Installation - Addendum No. 1

***** PLEASE ACKNOWLEDGE RECEIPT OF THE ATTACHED ADDENDUM NO. 1 – THANK YOU *****

Good Afternoon,

Attached you will find addendum no. 1 for the Sludge Thickener Installation in the City of Livingston.

Owner: City of Livingston
Engineer's Estimate: \$750K – 850K
Mandatory Pre-Bid Meeting: None
DBE Goal: None
Bid Opening: June 11, 2024 at 2:00 p.m.
Addenda Issued: 01

If you need additional information, please contact our office.

Warm regards,

Tina Whitsitt
Engineering Assistant
Gouveia Engineering, Inc.
456 Sixth Street
Gustine, CA 95322
Ph. 209.854.3300 Direct/Fax. 209.780.4907

From: [Michelle Vanvleet](#)
To: [Tina Whitsitt](#)
Subject: RE: 630.09 Sludge Thickener Installation - Addendum No. 1
Date: Thursday, June 6, 2024 7:29:29 AM
Attachments: [image001.png](#)
[image002.png](#)

Michelle Van Vleet
Dodge Construction Network
562-378-8988
[construction.com](#)



From: Tina Whitsitt <twhitsitt@gouveiaengineering.com>
Sent: Wednesday, June 5, 2024 4:56 PM
To: bruiz@tkcbe.com; CalBx (projectinfo@cencalbx.com) <projectinfo@cencalbx.com>; Dodge Bidding <dodge.bidding@construction.com>; Holly Bowden <habowden@valleybx.com>; Michelle Vanvleet <michelle.vanvleet@construction.com>; planroom <planroom@bayareabx.com>; planroom@besonline.com; planroom@placerbx.com; planroom@srbx.org; planroom@valleybx.com; planroom@vceonline.com
Cc: achavarria@livingstonca.gov; tavina@livingstonca.gov; Adabel Pirita <APirita@livingstonca.gov>; Mario Gouveia <mgouveia@gouveiaengineering.com>; Linda Gouveia <lgouveia@gouveiaengineering.com>; Nick Fontaine <nfontaine@gouveiaengineering.com>; Noe Martinez <nmartinez@gouveiaengineering.com>; Kolbi Ayala <kayala@gouveiaengineering.com>
Subject: [EXTERNAL] 630.09 Sludge Thickener Installation - Addendum No. 1

***** PLEASE ACKNOWLEDGE RECEIPT OF THE ATTACHED ADDENDUM NO. 1 – THANK YOU *****

Good Afternoon,

Attached you will find addendum no. 1 for the Sludge Thickener Installation in the City of Livingston.

Owner: City of Livingston
Engineer's Estimate: \$750K – 850K

Mandatory Pre-Bid Meeting: None
DBE Goal: None
Bid Opening: June 11, 2024 at 2:00 p.m.
Addenda Issued: 01

If you need additional information, please contact our office.

Warm regards,

Tina Whitsitt

Engineering Assistant

Gouveia Engineering, Inc.

456 Sixth Street

Gustine, CA 95322

Ph. 209.854.3300 Direct/Fax. 209.780.4907

Disclaimer

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From: bruiz@tkcbe.com
To: Tina Whitsitt
Subject: RE: 630.09 Sludge Thickener Installation - Addendum No. 1
Date: Thursday, June 6, 2024 8:23:26 AM

Thank you.

From: Tina Whitsitt <twhitsitt@gouveiaengineering.com>
Sent: Wednesday, June 5, 2024 4:56 PM
To: bruiz@tkcbe.com; CalBx (projectinfo@cencalbx.com) <projectinfo@cencalbx.com>; [dodge.bidding \(dodge.bidding@construction.com\)](mailto:dodge.bidding@dodge.bidding@construction.com) <dodge.bidding@construction.com>; Holly Bowden <habowden@valleybx.com>; Michelle Vanvleet <michelle.vanvleet@construction.com>; [planroom \(planroom@bayareabx.com\)](mailto:planroom@bayareabx.com); planroom@besonline.com; planroom@placerbx.com; planroom@srbx.org; planroom@valleybx.com; planroom@vceonline.com
Cc: achavarria@livingstonca.gov; tavina@livingstonca.gov; Adabel Pirita <APirita@livingstonca.gov>; Mario Gouveia <mgouveia@gouveiaengineering.com>; Linda Gouveia <lgouveia@gouveiaengineering.com>; Nick Fontaine <nfontaine@gouveiaengineering.com>; Noe Martinez <nmartinez@gouveiaengineering.com>; Kolbi Ayala <kayala@gouveiaengineering.com>
Subject: 630.09 Sludge Thickener Installation - Addendum No. 1

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Good Afternoon,

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Engineer's Estimate: \$750K – 850K
Mandatory Pre-Bid Meeting: None
DBE Goal: None
Bid Opening: June 11, 2024 at 2:00 p.m.
Addenda Issued: 01

If you need additional information, please contact our office.

Warm regards,

Tina Whitsitt
Engineering Assistant
Gouveia Engineering, Inc.
456 Sixth Street
Gustine, CA 95322
Ph. 209.854.3300 Direct/Fax. 209.780.4907

From: [Rachael Wishart](#)
To: [Tina Whitsitt](#)
Subject: RE: 630.09 Sludge Thickener Installation - Addendum No. 1
Date: Thursday, June 6, 2024 7:58:05 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.jpg](#)
[image004.png](#)

Thank you

Best regards,
Rachael Wishart

Planroom Admin & Social Media Coordinator
Valley Builders Exchange, Inc.
1118 Kansas Ave, Modesto, CA 95351
Ph: (209) 522-9031
www.valleybx.com



From: Tina Whitsitt <twhitsitt@gouveiaengineering.com>
Sent: Wednesday, June 5, 2024 4:56 PM
To: bruiz@tkcbe.com; CalBx (projectinfo@cencalbx.com) <projectinfo@cencalbx.com>; [dodge.bidding \(dodge.bidding@construction.com\)](mailto:dodge.bidding@dodge.bidding@construction.com) <dodge.bidding@construction.com>; [Holly Bowden \(hollybowden@valleybx.com\)](mailto:HollyBowden@valleybx.com); [Michelle Vanvleet \(michelle.vanvleet@construction.com\)](mailto:MichelleVanvleet@construction.com); [planroom \(planroom@bayareabx.com\)](mailto:planroom@bayareabx.com); planroom@besonline.com; planroom@placerbx.com; planroom@srbx.org; [Rachael Wishart \(rachael.wishart@valleybx.com\)](mailto:RachaelWishart@valleybx.com); planroom@vceonline.com
Cc: achavarria@livingstonca.gov; tavina@livingstonca.gov; [Adabel Pirita \(APirita@livingstonca.gov\)](mailto:APirita@livingstonca.gov); [Mario Gouveia \(mgouveia@gouveiaengineering.com\)](mailto:MarioGouveia@gouveiaengineering.com); [Linda Gouveia \(lgouveia@gouveiaengineering.com\)](mailto:LindaGouveia@gouveiaengineering.com); [Nick Fontaine \(nfontaine@gouveiaengineering.com\)](mailto:NickFontaine@gouveiaengineering.com); [Noe Martinez \(nmartinez@gouveiaengineering.com\)](mailto:NoeMartinez@gouveiaengineering.com); [Kolbi Ayala \(kayala@gouveiaengineering.com\)](mailto:KolbiAyala@gouveiaengineering.com)
Subject: 630.09 Sludge Thickener Installation - Addendum No. 1

***** PLEASE ACKNOWLEDGE RECEIPT OF THE ATTACHED ADDENDUM NO. 1 – THANK YOU *****

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Owner: City of Livingston

Engineer's Estimate: \$750K – 850K
Mandatory Pre-Bid Meeting: None
DBE Goal: None
Bid Opening: June 11, 2024 at 2:00 p.m.
Addenda Issued: 01

If you need additional information, please contact our office.

Warm regards,

Tina Whitsitt

Engineering Assistant

Gouveia Engineering, Inc.

456 Sixth Street

Gustine, CA 95322

Ph. 209.854.3300 Direct/Fax. 209.780.4907

From: [Elizabeth Carter](#)
To: [Tina Whitsitt](#)
Subject: Re: 630.09 Sludge Thickener Installation - Addendum No. 1
Date: Thursday, June 6, 2024 8:49:12 AM
Attachments: [Outlook-iv32ieqk.jpg](#)
[Outlook-c01lqky.jpg](#)

Thanks Tina!

Elizabeth Carter

Planroom Manager & Reporter, Valley Contractors Exchange
Planroom Reporter, Shasta Builders Exchange & North Coast Builders Exchange
951 E. 8th Street, Chico, CA, 95928
(530) 343-1981
elizabeth@vceonline.com



From: Tina Whitsitt <twhitsitt@gouveiaengineering.com>
Sent: Wednesday, June 5, 2024 4:56 PM
To: bruiz@tkcbe.com <bruiz@tkcbe.com>; CalBx (projectinfo@cencalbx.com) <projectinfo@cencalbx.com>; dodge.bidding@construction.com (<dodge.bidding@construction.com>); Holly Bowden <habowden@valleybx.com>; Michelle Vanvleet <michelle.vanvleet@construction.com>; planroom@bayareabx.com (<planroom@bayareabx.com>); planroom@besonline.com (<planroom@besonline.com>); planroom@placerbx.com (<planroom@placerbx.com>); planroom@srbx.org (<planroom@srbx.org>); planroom@valleybx.com (<planroom@valleybx.com>); Elizabeth Carter <Elizabeth@vceonline.com>
Cc: achavarria@livingstonca.gov <achavarria@livingstonca.gov>; tavina@livingstonca.gov <tavina@livingstonca.gov>; Adabel Pirita <APirita@livingstonca.gov>; Mario Gouveia <mgouveia@gouveiaengineering.com>; Linda Gouveia <lgouveia@gouveiaengineering.com>; Nick Fontaine <nfontaine@gouveiaengineering.com>; Noe Martinez <nmartinez@gouveiaengineering.com>; Kolbi Ayala <kayala@gouveiaengineering.com>
Subject: 630.09 Sludge Thickener Installation - Addendum No. 1

***** PLEASE ACKNOWLEDGE RECEIPT OF THE ATTACHED ADDENDUM NO. 1 – THANK YOU *****

Good Afternoon,

Attached you will find addendum no. 1 for the Sludge Thickener Installation in the City of Livingston.

Owner: City of Livingston
Engineer's Estimate: \$750K – 850K
Mandatory Pre-Bid Meeting: None
DBE Goal: None
Bid Opening: June 11, 2024 at 2:00 p.m.

Addenda Issued: 01

If you need additional information, please contact our office.

Warm regards,

Tina Whitsitt

Engineering Assistant

Gouveia Engineering, Inc.

456 Sixth Street

Gustine, CA 95322

Ph. 209.854.3300 Direct/Fax. 209.780.4907



STAFF REPORT

AGENDA ITEM: A Resolution of the City Council of the City of Livingston Approving Amendment Number One to an Employment Agreement Between the City of Livingston and Anthony Chavarria

MEETING DATE: July 16, 2024

PREPARED BY: Christopher Lopez, Interim City Manager

REVIEWED BY: Roy Santos, City Attorney

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of Livingston Approving Amendment Number One to the Employment Agreement Between the City of Livingston and Anthony Chavarria.

BACKGROUND AND DISCUSSION:

On February 7, 2023, the Mayor and City Council approved an agreement with Anthony Chavarria to serve as Public Works Director. During Anthony's employment, he identified that no cost-of-living adjustment (COLA) had been approved in his employment agreement. Mr. Chavarria's current agreement does not allow the City Manager to approve COLAs to employees not in bargaining groups. As a result, the City Manager's Office is recommending that the employment agreement be amended to allow for COLAs.

Additionally, the resolution allows the City Manager to make additional changes to the agreement with consultation with the City Attorney. It should be noted that employee salaries are set by the Mayor and City Council.

ATTACHMENTS:

1. Resolution
2. Amendment Number One

RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LIVINGSTON APPROVING AMENDMENT NUMBER ONE TO THE EMPLOYMENT
AGREEMENT FOR THE POSITION OF PUBLIC WORKS DIRECTOR BETWEEN THE
CITY OF LIVINGSTON AND ANTHONY CHAVARRIA**

WHEREAS, the City of Livingston City Council ("City") approved an agreement a Public Works Director on February 7, 2022.

WHEREAS, Mr. Chavarria has requested he be afforded Cost of Living Adjustments (COLAs) provided to employees in represented bargaining groups; and

WHEREAS, the attached Amendment One amends the existing contract with Mr. Chavarria; and

WHEREAS, due to the Council previously approving the agreement, the Council must approve any additional amendments to the original agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livingston hereby authorizes the following:

1. Approval of Amendment One to the employment agreement with Anthony Chavarria.
2. That the City Manager is hereby authorized to approve any other modifications to the agreement.
3. Any and all future increases to the Salary Schedule must be approved and adopted by the Livingston Mayor and City Council as prescribed in the City's personnel policies.

I hereby certify that the foregoing Resolution No. 2024- __ is a full, true and correct copy of a resolution duly passed and adopted by City Council of the City of Livingston at a regular meeting thereof duly held on 11th day of July 2024, by the vote recorded as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jose A. Moran, Mayor
of City of Livingston

ATTEST

Monica Cisneros, Deputy City Clerk

APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney

**AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF LIVINGSTON AND
ANTHONY CHAVARRIA FOR SERVICES AS PUBLIC WORKS DIRECTOR**

This Amendment No. 1 is made and entered into this ___ day of July 2024, by and between the City of Livingston, a municipal corporation (hereinafter "City"), and Anthony Chavarria ("Employee") jointly referred to herein as "Parties".

The City and Employee entered into an Agreement on ___. All terms of the aforementioned agreement will continue in force, with the exception of the following amendments:

Section __. "Compensation and Benefits" is amended to include the following additional language:

The Parties agreed to the following salary adjustments:

(a). Base Salary

- (i) **COLA Based Salary Adjustment.** Effective on ___, 2024, Employee's Base Salary shall be increased based upon the COLA provided to members of the Management and Confidential Employees Association bargaining pursuant to the negotiated and approved MOU.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the day and year first below written.

EMPLOYEE

Anthony Chavarria

Date:

CITY OF LIVINGSTON

Christopher Lopez, Interim City Manager

Date:

Attest:

Monica Cisneros, Deputy City Clerk

Approved as to Form:

Roy C. Santos, City Attorney



STAFF REPORT

AGENDA ITEM: Adopt a Resolution authorizing Mayor to execute a Professional Services Agreement with Bob Murray & Associates for City Manager Recruitment Services

MEETING DATE: July 16, 2024

PREPARED BY: Arcelia Cruz, Human Resources Coordinator

REVIEWED BY: Roy Santos, City Attorney

RECOMMENDATION:

Staff recommends the City Council adopt the resolution authorizing the Mayor to execute a professional services agreement with Bob Murray & Associates for the Executive Recruitment Services of a new permanent City Manager.

BACKGROUND/DISCUSSION:

At the March 19, 2024, Council Meeting, the City Council directed the City Attorney and Human Resources Coordinator to begin the Request for Proposal (RFP) for the selection of a recruitment firm to lead the recruitment process of a new permanent City Manager. The RFP was published in the City's website on May 9, 2024, and the submission deadline date was on June 10, 2024.

The City received four (4) RFPs from the following search firms they are listed in alphabetical order of the proponents and their respective pricing:

- Bob Murray & Associates (Roseville, California) not to exceed \$33,000
- CPS HR Consulting (Sacramento, California) professional services for outreach only \$10,000, partial recruitment \$20,000 or full recruitment \$30,000
- The Hive (Sacramento, California): not to exceed \$21,000
- WBCP (Headquarters: Rogue River, Oregon): \$28,900 flat rate, up to \$7,900 (direct expenses not-to-exceed)

Furthermore, at the June 18, 2024, Council Meeting, the City Council selected Bob Murray & Associates firm to lead the recruitment process of a new permanent City Manager.

FISCAL IMPACT:

The Finance Department will process a supplement appropriation not to exceed \$33,000

ATTACHMENTS:

1. Resolution
2. Bob Murray & Associates Professional Services Agreement

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON AUTHORIZING MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BOB MURRAY & ASSOCIATES FOR CITY MANAGER RECRUITMENT SERVICES

WHEREAS, At the March 19, 2024, Council Meeting, the City Council directed the City Attorney and Human Resources Coordinator to begin the Request for Proposal (RFP) for the selection of a firm to lead the recruitment process of a new permanent City Manager

WHEREAS, on May 9, 2024, the City of Livingston published a request for Proposals for the City Manager Recruitment Services; and

WHEREAS, on June 10, 2024, the City of Livingston received four (4) RFPs from the following search firms they are listed in alphabetical order of the proponents and their respective pricing:

- Bob Murray & Associates (Roseville, California) not to exceed \$33,000
- CPS HR Consulting (Sacramento, California) professional services for outreach only \$10,000, partial recruitment \$20,000 or full recruitment \$30,000
- The Hive (Sacramento, California): not to exceed \$21,000
- WBCP (Headquarters: Rogue River, Oregon): \$28,900 flat rate, up to \$7,900 (direct expenses not-to-exceed)

WHEREAS, on June 18, 2024, the City Council selected Bob Murray & Associates firm to lead the recruitment process of a new permanent City Manager

WHEREAS, the Finance Department will process a supplement appropriation not to exceed \$33,000

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves Resolution 2024-____, does hereby authorize the Mayor to execute the Professional Services Agreement with Bob Murray & Associates for City Manager Recruitment Services in the amount not to exceed \$33,000.

I hereby certify that the foregoing Resolution No. 2024- __ is a full, true and correct copy of a resolution duly passed and adopted by City Council of the City of Livingston at a regular meeting thereof duly held on 16th day of July 2024, by the vote recorded as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Jose A. Moran, Mayor
of the City of Livingston

ATTEST:

Monica Cisneros, Deputy City Clerk
of the City of Livingston

APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney

**CITY OF LIVINGSTON
CONTRACT PRPROFESSIONAL SERVICES AGREEMENT**

THIS CONTRACT PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into on , 2024, by and between the CITY OF LIVINGSTON, a municipal corporation ("City") and BOB MURRAY & ASSOCIATES (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of \$33,000 (Thirty-three thousand Dollars) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by

City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions,

riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ____ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for _____ additional one-year terms.]

4. COORDINATION OF WORK

4.1 Representative of Consultant. Stephanie Dietz is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. [redacted] [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain,

provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City 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 City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to

property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements 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 the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. 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 City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or

property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents,

interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. section 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Merced, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of

the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Livingston, 1416 C Street, Livingston, CA 95334, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or

association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures On The Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF LIVINGSTON, a municipal corporation

Jose A. Moran, Mayor

ATTEST:

Monica Cisneros, Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Roy C. Santos, City Attorney

CONSULTANT:

By: _____
Name: Valerie Gaeta-Phillips
Title: President

By: _____
Name: Gary Phillips
Title: Chief Financial Officer

Address: 1544 Eureka Rd, Ste 280
Roseville, CA 95661

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 PLACER

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <div style="text-align: center; border-top: 1px solid black; width: 80%; margin: 0 auto;">TITLE(S)</div>	<div style="text-align: center; border-top: 1px solid black; width: 80%; margin: 0 auto;">TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ <div style="text-align: center; border-top: 1px solid black; width: 80%; margin: 0 auto;">DATE OF DOCUMENT</div>	<div style="text-align: center; border-top: 1px solid black; width: 80%; margin: 0 auto;">NUMBER OF PAGES</div>
<p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<div style="text-align: center; border-top: 1px solid black; width: 80%; margin: 0 auto;">SIGNER(S) OTHER THAN NAMED ABOVE</div>

CALIFORNIA ALL-PURPOSE 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 PLACER

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
_____ _____	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

 SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the City Manager will lead to superlative results for the City of Livingston. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Livingston's needs will be key to a successful search. Stephanie Dietz will meet with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Manager position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Livingston.

Ms. Dietz will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and Ms. Dietz will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Livingston so desires, we will work with the City Council to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Dietz and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Livingston to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Livingston that you feel best represent your organization and your community.

Upon your approval, Ms. Dietz will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the City Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Three sample brochures are included in this proposal package for your reference.

Ms. Dietz will also design an effective advertising campaign appropriate for the City Manager recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Manager field.

Suggested City Manager-specific advertising sources for the City of Livingston's search include:

- ICMA Newsletter
- League of Women in Government
- National League of Cities
- California City Management Foundation
- California City News

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Dietz will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Livingston, to maximize the potential for individuals from a wide variety of backgrounds, cultures, physical abilities, life experiences, and gender to be considered for the City Manager position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential

applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Manager recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Ms. Dietz will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Dietz will discuss with the City Council how the City of Livingston wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Ms. Dietz will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses for our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom or other convenient video conferencing applications.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Ms. Dietz, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Dietz to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Dietz will recommend a limited number of candidates for your further consideration. She will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Livingston to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Council and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Dietz helps the City of Livingston to design.

Ms. Dietz will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- ✦ Recruitment brochure with candidate profile
- ✦ Interview schedule
- ✦ Suggested interview questions
- ✦ Experience summary, cover letter, resume, and rating form for each candidate
- ✦ Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Dietz and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Dietz knows what other organizations have done to put deals together with great candidates and what the current market is like for City Manager positions in organizations like the City of Livingston's. She will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

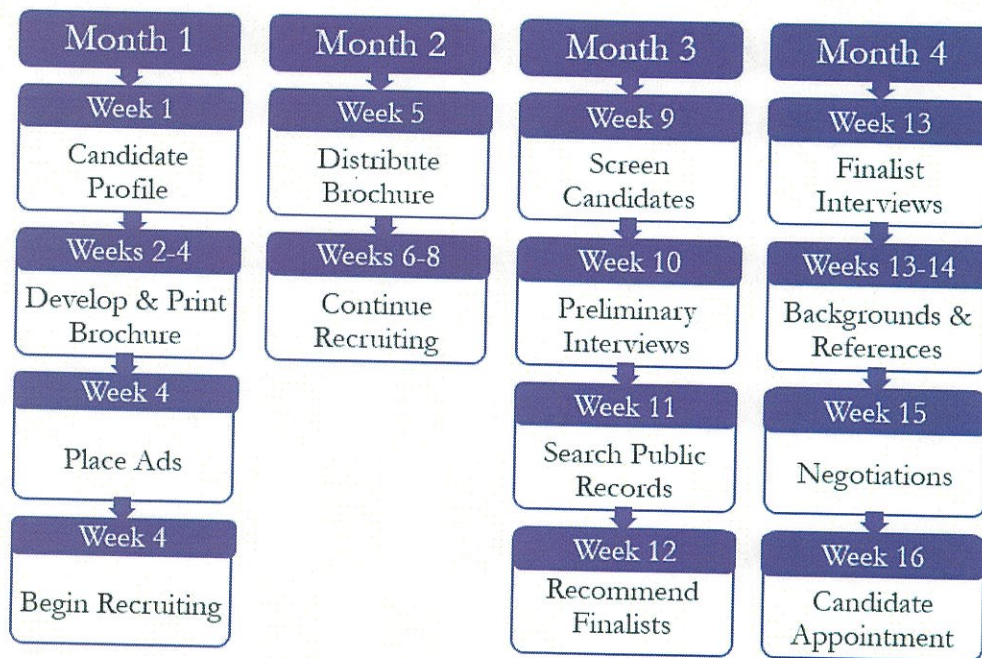
TASK	CHARGE	SUBTOTAL
TASK 1 – KICKOFF	\$3,500	\$3,500
TASK 2 – AD & RECRUITMENT BROCHURE	\$1,500	\$5,000
TASK 3 – OUTREACH	\$5,800	\$10,800
TASK 4 – RESUME SCREENING	\$1,200	\$12,000
TASK 5 – PRELIMINARY INTERVIEWS	\$5,500	\$17,500
TASK 6 – PUBLIC RECORDS SEARCH	\$800	\$18,300
TASK 7 – RF	\$3,200	\$21,500
TASK 8 – INTERVIEWS	\$2,500	\$24,000
TASK 9 – BKGS/REFS	\$1,500	\$25,500
TASK 10 - NEGOTIATIONS	\$0	
TOTAL	\$25,500	

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all the work performed, (Milestones accomplished during the billing period)**
 - B. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:



II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



STAFF REPORT

AGENDA ITEM: Discussion and Direction Regarding Economic Development
MEETING DATE: July 16, 2024
PREPARED BY: Christopher Lopez, Interim City Manager

RECOMMENDATION:

Discuss and provide direction on economic development opportunities, gathering data, and reporting back to the Mayor and City Council.

BACKGROUND AND DISCUSSION:

Council members Jason Roth and Mayor Jose Moran have both identified the following opportunities:

1. ICSC (International Council of Shopping Centers) attendance
2. Desire to obtain "leakage" reports on opportunities for future economic development opportunities

Staff is seeking direction on whether the Council would like to identify the potential costs for both items as well as additional information the Council may seek information on.

STAFF REPORT



AGENDA ITEM: Council Direction for Main Street Banner Permit and Installation Policy

MEETING DATE: July 16, 2024

PREPARED BY: Christopher Lopez, Interim City Manager

RECOMMENDED COUNCIL ACTION

Discuss and direct staff to develop a policy to allow groups other than the city to be able to hang a street banner across Main Street.

BACKGROUND/DISCUSSION

With the downtown renovation project, the city has two poles that will hold double sided street banners. The banner dimensions are thirty feet wide by three feet tall.

A local non-profit has requested to have a banner placed in one of these areas. Currently staff faces several items that we are seeking Council direction on including the following:

1. The City does not have a current policy
2. The City would incur costs to install and remove the banners
3. Need to have uniform requirements on banner types
4. Need to have requirements/standards on what the City will approve including the types of advertisements (non-profits promotional events, civic events, etc.)

Staff has other items that may be of interest to the Council:

1. Allow only local non-profits to have their banners hung.
2. Staff would need to reasonably estimate the amount of time required to install a banner
3. Banners should have a certain amount of time that they will be displayed
4. The type of font used, advertisements, and symbols may be limited based on Council feedback

RECCOMENDATION:

1. Staff recommends that the council discuss and provide direction on the development of a policy to be utilized and potential fee for recovery of City Public Works costs to install a banner



STAFF REPORT

AGENDA ITEM: Resolution of the City Council of the City of Livingston Authorizing the Interim City Manager to Execute a Memorandum of Understanding (MOU) with Merced County for Stop Gap Funding in an Amount not to exceed \$90,000

MEETING DATES: July 16, 2024

PREPARED BY: Christopher Lopez, Interim City Manager

REVIEWED BY: Roy Santos, City Attorney

RECOMMENDATION

City Council approve Resolution No. 2024- _____ "A Resolution of the City Council of the City of Livingston Authorizing the Interim City Manager to execute a Memorandum of Understanding (MOU) with Merced County for Stop Gap funding in an amount not to exceed \$90,000.

BACKGROUND:

On February 7, 2023, the Livingston City Council was scheduled to discuss an agreement with Merced County for enhanced staffing at Station 96 in the City of Livingston. The agenda item proposed staffing at a 2-0 level at a cost of \$399,903 to the city for the increased staffing. The proposed cost to the City of Livingston was proposed based on the call for service volume and was the rationale for the City's proportion of costs. That evening, the then Acting City Manager pulled the agenda item from discussion.

Within a couple of months, Merced County notified the City that it was increasing the contract amount to \$750,000 (from \$399,903). Currently, Livingston residents contribute approximately \$1,007,010 in fire parcel tax revenues to the County which it currently retains. The Livingston parcel tax revenues in excess of \$1M plus the proposed \$750,000 would mean Livingston resident contributions would total \$1.8M. Based on total station costs of approximately \$2.3M, city residents would be required to pay nearly 80% of the total station costs. Station 96 currently responds to Livingston calls for service as well as County calls for service. In 2022, the total calls for service totaled 61% Livingston calls, and 39% County resident calls.

Once presented with this information of the increase to \$750,000, the City Manager's Office questioned why the City of Livingston would be paying nearly 80% of the costs when Station 96 personnel respond to city and county calls.

In late January 2024, the City was notified that the County had "drafted" a proposal to potentially close the Livingston station as well as numerous other stations. This document was provided as an attachment to the February 6, 2024, meeting of the Mayor and City Council to undertake community wide polling for a potential sales tax measure since the City does not have an additional \$750,000 in revenues. Since that time, the Mayor and City Council have approved a special tax ballot question to go before the voters in the November 2024 election which would enact a 1% special tax for public safety services.



STAFF REPORT

The City of Livingston has always understood the need for additional funding necessary for a higher level of staffing and remains open to discussing an equitable arrangement which does not unfairly burden Livingston taxpayers.

DISCUSSION:

On April 9, 2024, the Merced County Board of Supervisors had a discussion related to the potential closure of Livingston Station 96. The Board of Supervisors ultimately continued the conversation until May 7, 2024. The closure would go into effect July 1, 2024.

At this Board meeting, the City Manager's Office and City Council members voiced their concern, thoughts, and questions to the Board of Supervisors related to the potential action.

The County Board of Supervisors eventually approved the closure of Station 96 effective October 1, 2024.

CITY OF LIVINGSTON PROPOSALS:

Since the April 9, 2024, Board meeting, the City Manager's Office provided the County CEO's Office with two proposals to keep Station 96 operational.

The City's proposals to the County include the following:

1. Stop gap funding via overtime from July 1, 2024—Safer Grant determination to avoid potential station closure.
 - a. The County should run the analyses to provide an estimated cost
 - i. Cal Fire staff has provided estimated total overtime costs totaling approximately \$28,000--\$30,000 per month.
 - b. The County should provide their rationale for their funding contribution.
 - c. The City would provide its faire share of OT costs
2. Station 96 Cost split via calls for service listed below which takes the total Station cost of \$2.3M and splits it 61% City, 39% County
 - a. The City's portion would be \$409,441/year after factoring in fire parcel tax revenue.

On April 16, 2024, the Mayor and City Council of the City of Livingston approved both options and provided direction to the City Manager's Office to move forward on the above-mentioned items.

Merced County was receptive to the idea of the stop gap funding agreement and have drafted the attached stop gap funding agreement for the Council's consideration.

Key portions of the agreement include the following:

1. City will be provided itemized records for actual hours worked by personnel
2. The agreement will not exceed \$90,000 or \$30,000/month
3. Staffing will be provided on a 2-0 basis at Station 96 via overtime

The City Manager's Office has discussed the stop-gap agreement with Cal Fire personnel and Cal-Fire management to assess the viability of the stop-gap agreement. Cal Fire Management has conveyed their support for the enhanced level of service for the interim period.



STAFF REPORT

It should be noted that Merced County has submitted a SAFER Grant which would cover the costs for additional personnel for a period of three years. The County should receive notification of whether it was awarded the grant sometime soon.

On June 14, 2024, the City Manager's Office met with the County CEO's Office to work towards a longer-term agreement in the event the SAFER Grant is not awarded, and the City conveyed its desire to work towards a solution in partnership with the County.

The County has advised the City that their preference is to work towards the stopgap agreement and not on a potential longer-term agreement at this moment.

ALTERNATIVES

The Council can choose not to approve the agreement and provide alternative direction.

ATTACHMENTS

1. Resolution
2. Proposed MOU

RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MERCED
COUNTY AND THE CITY OF LIVINGSTON FOR A STOP GAP FUNDING
AGREEMENT AND AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE**

WHEREAS, THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the County of Merced (“Merced County”) and the City of Livingston for the purposes set forth below; and

WHEREAS, Merced County and the City of Livingston are committed to working together in providing high-quality emergency services; and

WHEREAS, Merced County shall provides fire services to the City of Livingston via CalFire personnel;

WHEREAS, the Livingston Mayor and City Council provided previous direction to the Coty Manager’s Office to develop this agreement;

WHEREAS, the Finance Department has included the potential expenditure in the City’s FY 24/25 Budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVINGSTON, THAT:

1. The above recitals are true and correct.
2. The City Manager of the City of Livingston is authorized to execute the agreement.
3. This resolution is effective immediately upon adoption.

I hereby certify that the foregoing Resolution No. 2024- ____ is a full, true, and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 16th day of June 2024, by the vote recorded as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jose A. Moran, Mayor
Of City of Livingston

ATTEST

Monica Cisneros, Deputy City Clerk

APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MERCED
AND
CITY OF LIVINGSTON
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and the City of Livingston (hereinafter referred to as "City").

WHEREAS, County and City desire to implement limited-term, Stop-Gap Fire Protection Services as detailed in Exhibit A – Scope of Stop-Gap Fire Protection Services; and

WHEREAS, City desires to fund two (2) fire personnel twenty-four (24) hours per day at the Livingston Fire Station in order to provide strengthened fire suppression/prevention capabilities for the City located within the City of Livingston; and

WHEREAS, County is specially trained, experienced, and competent to perform such services in connection with comprehensive fire protection and other emergency incident response; and

WHEREAS, County fire protection services are provided under a Cooperative Fire Services Agreement with CAL FIRE; and

WHEREAS, the parties desire to conduct a complete service level analysis to provide comprehensive fire protection services; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

County shall provide comprehensive fire protection and other emergency incident response services, City Familiarization Training, and pre-planning documents in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A – Scope of Stop-Gap Fire Protection Services.
- Exhibit B – Personnel Cost by month.

2. TERM

The term of this Agreement shall commence on the 1st day of July 2024, and continue until the 30th day of September 2024. This Agreement may be terminated without cause by either City or County upon written notice of termination given to the other party at least thirty (30) calendar days in advance of the effective date of termination. Notice of termination shall be personally served or mailed, postage prepaid to the address designated under Section 8 - Notices; or to such other address as may be designated by written notice.

3. COMPENSATION

The City agrees to pay the County a Total Agreement Price of Thirty Thousand Dollars and No Cents (\$30,000.00) per month. Total agreement price not to exceed Ninety Thousand Dollars and No Cents (\$90,000.00). The overtime personnel costs will be billed to the City on a monthly basis upon County's receipt and review of charges. City shall pay amounts due within thirty (30) days following the receipt of an invoice from County.

4. NO EMPLOYMENT OR AGENCY RELATIONSHIP

This Agreement is a funding agreement only. Nothing in this Agreement shall be construed to create any employment or agency relationship between the parties or their officers, employees, or agents. The fire service personnel for which funding is provided under this Agreement are not employees of City, and the County shall be responsible for all wages and other employment benefits and is solely responsible for the supervision and management of said employees.

5. INSURANCE

The parties shall maintain, at their own expense, Commercial General Liability Insurance, Automobile Liability insurance, and Workers' Compensation insurance in such forms and amounts sufficient to cover claims arising from the duties and responsibilities under this agreement.

6. INDEMNIFICATION

To the full extent permitted by law, City agrees to indemnify, defend and hold harmless the County, its officers, employees and agents against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of the negligence or willful acts or omissions of the City or its employees, agents, and subcontractors, except claims or liabilities occurring as a result of County's (including County's officers, employees, agents, and subcontractors) negligence or willful acts or omissions. This provision shall not constitute a waiver by the Parties of the requirements of state, federal or local law governing claims or legal actions asserted against public agencies and/or entities. Further, the indemnity obligation contained within this Agreement shall be binding on successors and assigns of the Parties and shall survive termination or expiration of this Agreement.

7. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document(s) incorporated herein by specific reference (Exhibit A and Exhibit B) contain all the terms and conditions agreed upon by the parties. No other contracts, oral or otherwise, regarding the subject matter of this Agreement shall have any validity or bind any of the parties unless specifically identified within the Agreement.

8. RECORDS AND INSPECTIONS

County shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, City shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

9. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o
Merced County Fire Department
Attn: Division Chief
3500 N Apron Ave
Atwater, CA 95301

City of Livingston
Attn: City Manager
1416 C Street
Livingston, CA 95334

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

Signature page to follow

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

County of Merced

City of Livingston

By Rodrigo Espinosa

By Christopher Lopez

Board Chair, Board of
Supervisors

Interim City Manager

Date

Date

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____
Rina M. Gonzales
Deputy Chief County Counsel

Date

Exhibit A
Scope of Stop-Gap Fire Protection
Services

The following details the fire protection services, by category, provided under this Agreement. While this Agreement is to fund two fire personnel for the Livingston Fire Station, this scope of services memorializes the specific services that are typical of standard fire protection services and delineates organization responsibility where necessary.

Staffing:

- County shall assign staff to the Livingston Fire Station located at 1430 “C” Street in the City of Livingston with a minimum of two (2) personnel twenty-four (24) hours a day, seven (7) days a week.
- City’s Fire Station will be a “priority” cover station in the event the assigned staff at the Livingston Fire Station are committed to an incident.

Response by Type of Incident:

- County shall provide “all-risk” emergency response including Basic Life Support services that include Automatic External Defibrillation.
- Emergency Medical Service, Hazardous Material Level 1, Public Assist – one (1) Fire Engine
- Hazardous Material Level 2 – one (1) Battalion Chief, one (1) Type One Hazardous Material Unit, one (1) Fire Engine
- Vehicle Accident, Vegetation or Vehicle Fire, Fire Alarm Sounding – two (2) Fire Engines.
- Structure Fire - one (1) Battalion Chief, four (4) Fire Engines
 - Request Mutual Aid from the City of Atwater and/or City of Merced for apparatus, as needed
- Commercial Fire – two (2) Battalion Chiefs, six (6) Fire Engines, one (1) Rescue, two (2) Water-tenders
 - Request Mutual Aid from the City of Atwater and/or City of Merced for additional apparatus, as needed

Training:

- Personnel assigned to the Merced County Fire Department shall complete a minimum of four (4) hours familiarization training of the City upon being assigned.
- Personnel assigned to Merced County Fire Department; Battalion 19 shall annually complete a minimum of sixteen (16) hours familiarization training of the City.
- Personnel assigned to the Livingston Fire Station shall annually complete a minimum of forty (40) hours familiarization training of the City.
- Paid Call Firefighters/Emergency Responders assigned to Merced County Fire Department; Battalion 19 shall annually complete a minimum of four (4) hours familiarization training of the City.
- Paid Call Firefighters/Emergency Responders assigned to the Livingston shall annually complete a minimum of eight (8) hours familiarization training of the City.

Exercises:

- County shall annually complete a minimum of two (2), four (4) hour exercises at City consisting of an “all-risk” fire response.
- County will extend invitations to the Merced City and Atwater City Fire Departments for scenario-based exercises utilizing personnel and apparatuses.
- County shall annually participate in a minimum of four (4) tabletop exercises. These tabletop exercises are coordinated by City personnel.

Prevention:

- County, in coordination with City’s Lead Designated Fire Marshal or designee, shall complete pre-fire plans on all new buildings.
- County, in coordination with City’s Lead Designated Fire Marshal or designee, shall annually review pre-fire plans including Knox box key verification.
- County, in coordination with City’s Lead Designated Fire Marshal or designee, shall annually conduct weed abatement and education facility inspections.
- City shall provide information, such as detailed building plans, for the development of pre-fire plans.

**Exhibit B
Personnel Cost by Fiscal Year**

FY 24/25	July 1 - July 31, 2024	\$30,000
FY 24/25	August 1 - August 31, 2024	\$30,000
FY 24/25	September 1 - September 30, 2024	\$30,000
Agreement Cost		\$90,000

	Hourly Rate	24Hr	Benefit	Sub Total	30 days	Admin	Total
CAPT	\$ 41.93	\$1,006.32	\$ 14.59	\$1,020.91	\$30,627.35	\$3,678.34	\$34,305.69
FAE	\$ 31.77	\$ 762.48	\$ 11.06	\$ 773.54	\$23,206.08	\$2,787.05	\$25,993.13
					Total Monthly Cost		\$60,298.82