



**Agenda Item A.5**  
**CONSENT CALENDAR**  
**Meeting Date: March 17, 2020**

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**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** Julie Jang, Assistant Engineer

**SUBJECT:** Revised Project Contract Documents and Award of Construction Contract for the 2019 Miscellaneous Concrete Repair Project

**RECOMMENDATIONS:**

- A. Approve revised Contract Documents for the 2019 Miscellaneous Concrete Repair Project; and
- B. Authorize the City Manager to execute a construction contract with JJ Fisher Construction, Inc., for the 2019 Miscellaneous Concrete Repair Project in the not-to-exceed amount of \$203,300, subject to the requirements of the contract documents; and
- C. Authorize the City Manager to approve contract change orders for the 2019 Miscellaneous Concrete Repair Project, if necessary, in an amount not to exceed \$40,660.

**BACKGROUND:**

The City has a project to annually inspect, evaluate, and perform miscellaneous concrete repairs citywide, including removing and replacing damaged concrete sidewalks, driveways, curb and gutters, and access ramps on various streets within the City of Goleta. The City has completed inspections for this year's project and created a list of citywide concrete improvements in need of replacement. Based on this information, staff finalized the Contract Documents for the 2019 Miscellaneous Concrete Repair Project.

On December 3, 2019, the City Council approved the Contract Documents for the 2019 Miscellaneous Concrete Repair Project and authorized staff to advertise the project for bids for construction.

**DISCUSSION:**Contract Documents

Public Works staff recently completed the final design phase of the project and on December 3, 2019, Council approved the Contract Documents and authorized Public Works to advertise a notice inviting bids for the construction phase of the project. During the bidding process, Public Works issued two addendums. The addendums added a Location Map and made minor modifications to the bid schedule quantities. The Contract Documents consist of the bid documents, the City's General Provisions, Project Special Provisions, Appendices, and addendum numbers 1 and 2. The specifications also incorporate by reference the Greenbook Standard Plans and Specifications, the County of Santa Barbara Engineering Design Standards, Caltrans Standard Plans and Specifications, Occupational Safety and Health Administration (OSHA) regulations (the Construction Safety Orders), and the Manual of Uniform Traffic Control Devices (MUTCD). The Contract Documents are available for review in the City Clerk's office. Public Works is recommending City Council approve the revised project Contract Documents pursuant to Goleta Municipal Code section 3.05.200.

Bidding

The Public Works Department solicited competitive bids for the 2019 Miscellaneous Concrete Repair Project in the Santa Barbara Independent on December 12, 2019, and January 2, 2020, and posted the Contract Documents on the City's website and Construction Bidboard (eBidboard). Public Works issued addendum number 1 on January 7, 2020, and addendum number 2 on January 13, 2020. The sealed bids were opened at City Hall on Thursday, January 23, 2020. The City received a total of eight bids, however one bidder withdrew their bid due to a mistake made in filling out the bid. A summary of the seven responsive bids received and the engineer's estimate is shown in the table below.

<b>Contractor</b>	<b>City</b>	<b>Bid Amount</b>
<i>Engineer's Estimate</i>		<i>\$200,500</i>
JJ Fisher Construction Inc.	Nipomo	\$ 203,300
G. Sosa Construction Inc.	Santa Maria	\$ 211,800
R. Burke Corporation	San Luis Obispo	\$ 260,000
Toro Enterprise Inc.	Oxnard	\$ 292,300
Calportland Construction	Santa Maria	\$ 339,850
Granite Construction Company	Santa Barbara	\$ 346,643
Shaw Contracting Inc.	Carpinteria	\$ 511,300

The apparent low bidder is JJ Fisher Construction, Inc. Public Works has reviewed the bid, investigated the contractor, and has determined JJ Fisher Construction, Inc., to be responsive to the bid solicitation. The Public Works Department does not have reservations about the contractor's ability to perform the advertised work.

Public Works recommends that City Council find the bid from JJ Fisher Construction, Inc. to be the lowest responsive bid and award a construction contract for the 2019 Miscellaneous Concrete Repair Project to JJ Fisher Construction, Inc. in a not-to-exceed amount of \$203,300, as included in Attachment 1. Public Works is also requesting that the City Manager be given authority to approve contract change orders up to \$40,660 above the bid price.

### Construction Management

City staff will provide site inspection and construction management for this project. If consultant services are necessary during construction, staff will select a firm from the City's pre-qualified consultant list as needed. The scope of work and proposal will not exceed \$30,000.

### **FISCAL IMPACTS:**

The total estimated cost for the 2019 Miscellaneous Concrete Repair Project is \$293,960, based on a \$203,300 bid, plus contract change order authority, construction management, and consultants, and is shown in the following table.

### Project Cost Estimates

<b>Project Components</b>	<b>Estimated Costs</b>	<b>Funding Source</b>	<b>Funding Amounts</b>
Construction	\$203,300	General Fund	\$50,000
Contingency	\$40,660	Gas Tax	\$10,000
Consultants	\$20,000	Measure A	\$233,960
Construction Management*	\$30,000		
<b>Totals</b>	<b>\$293,960</b>	<b>Totals</b>	<b>\$293,960</b>

\*Staff time was not included/billed.

### Project Funding

The table below summarizes the FY 19/20 project budget. The FY 19/20 current budget for the Maintenance of Concrete is approximately \$692,074. Funding includes General Fund, Gas Tax, and Measure A funds. The table below also summarizes the FY 19/20 project budget, year-to-date expenditures and encumbrances, and revised project budget amounts. There is sufficient budget available for the proposed project costs.

<b>2019 Annual Miscellaneous Concrete Repair Project Budget – Project #5800</b>				
<b>Fund</b>	<b>Account</b>	<b>FY 19-20 Budget</b>	<b>YTD Actual / Encumbrances</b>	<b>Revised Budget</b>
General Fund	101-5-5800-411	\$160,800	\$753	\$160,047
Gas Tax	201-5-5800-411	\$39,718	\$-	\$39,718
Measure A	205-5-5800-411	\$548,571	\$56,262	\$492,309
	<b>Total</b>	<b>\$749,089</b>	<b>\$57,015</b>	<b>\$692,074</b>

**ALTERNATIVES:**

The City Council may elect not to approve the revised Contract Documents, reject all bids and direct staff to re-bid the project. This would delay the construction of the 2019 Annual Miscellaneous Concrete Repair Project and could also result in additional costs.

**Reviewed By:****Legal Review By:****Approved By:**


Kristine Schmidt  
Assistant City Manager



Michael Jenkins  
City Attorney



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Construction Contract with JJ Fisher Construction, Inc.

**ATTACHMENT 1**

**CONSTRUCTION CONTRACT WITH JJ FISHER CONSTRUCTION, INC.**



**PUBLIC WORKS AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
JJ FISHER CONSTRUCTION, INC.,**

This Public Works Agreement (herein referred to as "AGREEMENT") is made and entered into by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **JJ FISHER CONSTRUCTION, INC.**, (hereinafter referred to as "CONTRACTOR").

**R E C I T A L S**

**A.** Pursuant to the Notice Inviting Sealed Bids for the **2019 MISCELLANEOUS CONCRETE REPAIR PROJECT**, bids were received, publicly opened, and declared on the date specified in the notice.

**B.** On March 17, 2020, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT with CONTRACTOR for furnishing labor, equipment and material for the 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT in the City of Goleta.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally described in the "Notice Inviting Sealed Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and

in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within the timeframe specified in the Contract Documents from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
  - A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
  - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
  - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5,



1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
- (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- (4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

Pursuant to Labor Code § 1776, CONTRACTOR shall comply with all Department of Industrial Relations registration requirements.

E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards

and its branch offices.

- H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
6. LEGAL HOURS OF WORK: CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars (\$25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.
7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. CONTRACTOR'S LIABILITY: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S 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 Indemnatee. 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 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.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

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. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS: In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, 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 worker's 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."
11. INSURANCE: With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible

for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
16. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
18. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
19. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

20. **NOTICES:** All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF GOLETA  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
Attn: City Manager

CONTRACTOR  
JJ FISHER CONSTRUCTION, INC.,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. **DISPUTES:** Disputes arising from this contract will be determined in accordance with the contract documents.
22. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
23. **NO THIRD PARTY BENEFICIARY:** This Agreement and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.
24. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.
25. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES:** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or

electronic mail copies will be treated in all respects as having the same effect as an original signature.

26. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Santa Barbara County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this 17<sup>th</sup> day of March, 2020, at Goleta, California, and effective as of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF GOLETA:**

\_\_\_\_\_  
Michelle Greene, City Manager

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM:**  
**MICHAEL JENKINS, CITY ATTORNEY**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
Jayson J Fisher CEO of JJ Fisher Construction Inc.,

State of California License No.

939644

Department of Industrial Relations Registration No.

1000003980

Business Phone No.

805-723-5220

CONTRACTOR'S Emergency Phone No. at which  
contractor can be reached at any time

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A**  
**NOTICE INVITING SEALED BIDS**

**NOTICE INVITING SEALED BIDS  
FOR THE  
2019 MISCELLANEOUS CONCRETE REPAIR PROJECT**

130 Cremona Drive, Suite B, City of Goleta, CA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("CITY"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 130 Cremona Drive, Suite B, Goleta, California 93117, **before 3:00 P.M., January 15, 2020**, and will be publicly opened and read aloud promptly thereafter. Faxes or any electronic format is not acceptable. Copies of the Contract Documents and Specifications are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$20.00 non-refundable fee if picked up, or payment of a \$30.00 non-refundable fee, if mailed or no payment to CITY if obtained from Construction Bidboard, Inc. at <http://www.ebidboard.com/>, or CITY website at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver a finished 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT. Work includes removing and replacing concrete curb, gutter, and sidewalks, driveway access ramps and associated minor paving on various street within the City of Goleta, CA. The contract period is **Forty (40) Working Days**.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) per California Labor Code Section 1771.4, including prevailing wage rates and apprenticeship employment standards. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The CITY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved bid forms in conformance with the "Bidding Instructions" and the General Provisions and submitted in a sealed envelope plainly marked on the outside, **"SEALED BID FOR 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT. DO NOT OPEN WITH REGULAR MAIL."** The bid must be accompanied by cash or cashier's check, certified cashier's check, or bidder's bond executed by an admitted surety, made payable to CITY. The bid security shall be an amount equal to ten percent (10%) of the total maximum amount bid with their proposals as required by California law.

A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class "A" or Class "C-8" Contractor's license or specialty licensing in accordance with the provisions of the California Business and Professions Code.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must

be registered with the DIR. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. Failure to provide proof of current registration pursuant to Labor Code Section 1725.5 may result in rejection of the bid as non-responsive.

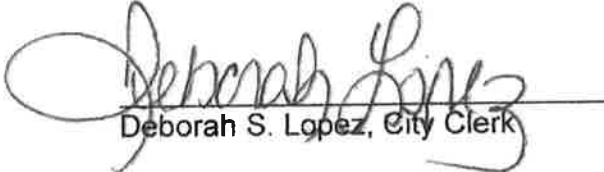
The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of three (3) years' experience successfully performing projects of substantially similar type, magnitude, and character of the work bid. The CITY reserves the right to reject all bids, reject any bid that is not responsive to the invitation, or to waive any minor irregularity and to take all bids under advisement for a period of up to ninety (90) days.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by CITY to ensure performance under the Contract or, in the alternative, request the CITY to make payment of retention to an escrow agent.

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805) 961-7505 or register on the CITY's website ([www.cityofgoleta.org](http://www.cityofgoleta.org)).

For information relating to the details of this Project and bidding requirements contact Julie Jang in writing at [jjang@cityofgoleta.org](mailto:jjang@cityofgoleta.org).

CITY OF GOLETA



Deborah S. Lopez, City Clerk

Published:

Santa Barbara Independent: December 12, 2019 and January 2, 2020.

**EXHIBIT B**  
**CONTRACTOR'S BID PROPOSAL**

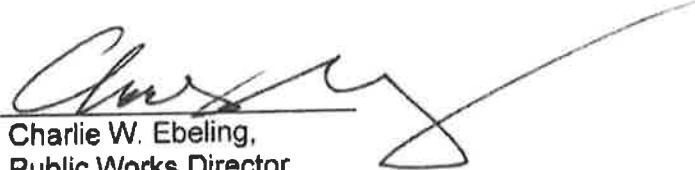
# CITY OF GOLETA



## CONTRACT BIDDING DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

### FOR THE 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT

By

  
Charlie W. Ebeling,  
Public Works Director

Project Number: 5800  
Bid Number: 05-19

Bid Opening: January 15, 2020 @ 3:00 P.M.

## **SECTION C PROPOSAL**

### **BID PROPOSAL FOR 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT**

TO THE CITY OF GOLETA ("City"):

In accordance with City's Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the **2019 MISCELLANEOUS CONCRETE REPAIR PROJECT** as set forth in the Plans, Specifications, and Contract Documents, and to perform all Work in the manner and time prescribed therein.

Bidder declares that this Bid is based upon careful examination of the Work site, Plans, Specifications, Bidding Instructions, and all other Contract Documents. If this Bid is accepted for award, Bidder agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the Bid Security accompanying this Bid.

Bidder understands that a Bid is required for the entire Work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing Bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily completed. **THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT** per these Contract Documents. It is agreed that the unit and/or lump sum prices bid include all overhead, profit, appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the Bidder's default in executing the Contract and filing the necessary bonds and insurance certificates **WITHIN FIFTEEN (15) WORKING DAYS**, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

**BID PROPOSAL  
FOR  
2019 MISCELLANEOUS CONCRETE REPAIR PROJECT**

Bids will be received before **3:00 P.M., Wednesday, January 15, 2020**, at the City of Goleta, City Hall Building, 130 Cremona Drive, Suite B, Goleta, CA 93117.

Questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, shall be submitted in writing and emailed to [jjang@cityofgoleta.org](mailto:jjang@cityofgoleta.org).

The Project insurance requirements are per the Standard Specifications as modified by the City General Provisions contained herein.

Contract Time: 40 Working Days. Time is of the essence in the performance of this contract

**BIDDER SHALL COMPLETE:**

Bidder's Name J.J. Fisher Construction, Inc.  
 Street Address PO Box 2219  
 City Nipomo State CA Zip Code 93444  
 Telephone Number 805-723-5220 Fax Number 805-723-5221  
 E-mail jj@jjfisherconstruction.com

The following Addenda are acknowledged:  
 (Bidder must fill in number and date of each  
 Addendum or may enter the word "none" if  
 appropriate)

Number	Dated	Initials
<u>1</u>	<u>1/7/2020</u>	<u>th</u>
<u>2</u>	<u>1/13/2020</u>	<u>th</u>

  
 BIDDERS Signature

Jan. 14, 2020  
 DATE

27-1643931  
 Tax I.D. Number

**2019 MISCELLANEOUS CONCRETE REPAIR PROJECT****BIDDING SHEET (Page 1 of 2)**

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit or lump sum prices for the various items shown herein.

The City further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract. The City's decision on the bid amount is final.

Bidders must bid on all items in the Bid Schedule including the Supplemental and/or Alternative Bid Items in order for their bids to be complete. The award of contract will be based on the lowest responsive Base Bid only.

In the case of unit basis items, the amount set forth under the "Item Total" column (total base bid in words) shall be the product of the unit price bid and the estimated quantity for the item.

Bids on lump sum items are item totals. If a unit price of a lump sum item is entered and it differs from the item total, the item total prevails.

Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price prevails, 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'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.



**ATTACHEMENT A2****BIDDING SHEET (Page 2 of 2)****BASE BID SCHEDULE**

ITEM NO	DESCRIPTION	UNIT	QTY		UNIT PRICE		TOTAL
1	Mobilization	LS	1	\$	52,000-	\$	52,000-
2	Traffic Control	LS	1	\$	10,800-	\$	10,800-
3	Remove and Replace Curb and Gutter	LF	500	\$	55-	\$	27,500-
4	Remove and Replace Sidewalk(4" thick)	SF	7000	\$	12-	\$	84,000-
5	Remove and Replace Driveway Approach )	SF	600	\$	20-	\$	12,000-
6	Remove and Replace Curb Ramp	EA	2	\$	8500-	\$	17,000-
TOTAL						\$	\$ 203,300- (in figures)

Two Hundred Three Thousand, Three Hundred and <sup>no</sup>/100 -  
(Total Base Bid in Words)

JJ Fisher Construction, Inc.  
Company Name of Bidder

### PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

The Bidder must indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid does not imply approval by the City of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the City.

Equipment/Materials	Supplier
<u>Kubota U45 Mini Ex</u>	<u>JJ Fisher Construction</u>
<u>Kubota SKL75 Skid Steer</u>	<u>JJ Fisher Construction</u>
<u>International 10 wheeler Dump Truck</u>	<u>JJ Fisher Construction</u>
<u>Concrete</u>	<u>Hanson Aggregates</u>
<u>Base</u>	<u>Granite</u>
<u>Asphalt</u>	<u>Granite</u>
<u>Forms / Rebar</u>	<u>Hayward Lumber</u>

**DESIGNATION OF SUBCONTRACTORS**

Bidder proposes to subcontract certain portions of the Work which are in excess of one-half of one percent (0.5%) of the total amount base bid or \$10,000, whichever is greater, and to procure materials and equipment from suppliers and vendors.

These Subcontractors are identified as follows:

Work to be Performed	Subcontractor License Number	Subcontractor DIR Registration Number (Note1)	Percent of Total Bid	Subcontractor's Name & Address
<u>Surveying</u>	<u>973308</u>	<u>1000005579</u>	<u>23%</u>	<u>1998 Santa Barbara Ave</u> <u>Suite 120</u> <u>San Luis Obispo, Ca</u> <u>93401</u>

Note 1: Bidders have 24 hours after the Bid Deadline to submit this information

**BIDDER'S REFERENCES**

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed projects of the same magnitude and character of the work bid within the past three years:

1. Name of Agency  
Agency Address  
Telephone  
Contact Person  
Contract Amount

City of Pismo Beach  
760 Mattie Rd Pismo Beach, Ca 93449  
805-773-7037  
Ben Fine  
\*472,000

2. Name of Agency  
Agency Address  
Telephone  
Contact Person  
Contract Amount

City of Santa Maria  
110E Cook St. Santa Maria, Ca 93454  
Chris Petro 805-925-0951  
\*680,038-

3. Name of Agency  
Agency Address  
Telephone  
Contact Person  
Contract Amount

City of Grover Beach  
154 S. 8th St. Grover Beach, Ca 93433  
805-473-4537  
Erin Wiggins  
\*2,091,764-

The following are the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

C+D Bonding 805-343-7434  
534 Badillo St.  
Covina, Ca 91723

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any local, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

ELIGIBILITY TO CONTRACT

The successful Bidder is prohibited from performing work on this Project with a Subcontractor who is ineligible to perform work on the Project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name JJ Fisher Construction, Inc

Business Address PO Box 2219, Nipomo, Ca 93444

Telephone 805-723-5220

State Contractor's License No. and Class 9391644 A, C-8

Original Date Issued 10/31/2009 Expiration Date 4/30/2020

DIR Registration No: 1000003980

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this Bid:

<u>Jayson J Fisher CEO</u>	<u>Mark Sezbecki CEO</u>
<u>1255 Kiwi Ln</u>	<u>1368 Bramble Rd</u>
<u>Nipomo, Ca 93444</u>	<u>Arroyo Grande Ca 93420</u>


The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid are as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this Bid are as follows:

N/A

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 14<sup>th</sup> day of January, 2020 at Nipomo California.

  
\_\_\_\_\_  
Signature and Title of Bidder  
or Authorized Representative

(SEAL)

## BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS AND DEFAULTS

Identify all instances of being disqualified, removed, determined to be a non-responsible bidder, debarred, assessed liquidated damages, terminated for default or otherwise prevented from bidding on, or completing, a federal, state, or local government project.

1. Have you ever been disqualified from any government contract?

Yes ☐

No ☒

2. If yes, explain the circumstances including date of public entity action, name of project, contract award amount and current contact person at public entity:

N/A



CEO

Signature and Title of Bidder or Authorized Representative



**BOND  
FOR**

## 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that [Bidder] JJ Fisher Construction, Inc.  
 as PRINCIPAL, and The Ohio Casualty Insurance Company, a  
corporation organized under the laws of the State of New Hampshire and  
licensed by the State of California to execute bonds and undertakings as sole surety, as  
SURETY, are held and firmly bound unto the City of Goleta, as City, in the penal sum of ten  
percent (10%) of the total Base Bid Price on the base Contract Work, excluding any Alternate  
Bid Items submitted by PRINCIPAL to CITY for the above stated project, for the payment of  
which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these  
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL has submitted a proposal to CITY for the above stated project.

**NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the City in the event of any of the following: (1) The aforesaid Principal withdraws said bid after the Bid Deadline contrary to applicable law; or (2) Principal fails, within ten (10) business days after receipt of written notice that the contract has been awarded to Principal and tender of the Contract, to, deliver to City the executed Agreement, in the prescribed form, in accordance with the bid as accepted, and file with the City all documents required in section 3-1.18 of the City's General Provisions.**

**In case suit is brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs incurred by CITY in an amount fixed by the court. SURETY hereby waives the provisions of California Civil Code Sections 2845 and 2849.**

**IN WITNESS WHEREOF** the parties hereto have set their names, titles, hands, and seals this 8th day of January, 2020.

**PRINCIPAL:** JJ Fisher Construction, Inc.

(Address) P.O. Box 2219

Nipomo, CA. 93444

**BY:**

(Signature and Title of Authorized Officer)

**BY:**

**(Signature and Title of Authorized Officer)**



SURETY: The Ohio Casualty Insurance Company

(Address) 17771 Cowan, Suite 100

Irvine, Ca. 92614

BY:   
Myrna Smith, Attorney-in-Fact

**Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8201903-969577

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Myrna Smith; Philip E. Vega; Kevin E. Vega

all of the city of Covina state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of August, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 15th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 8th day of January, 2020



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

**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 San Luis Obispo )

On January 8, 2020 before me, Christina Doherty, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Myrna Smith  
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 Christina Doherty  
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: \_\_\_\_\_

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES  
CONCERNING THE CONTRACTOR'S LICENSING LAWS**  
[Business & Professions Code § 7028.15; Public Contract Code § 20103.5]

The undersigned, a duly authorized representative of the Bidder, certify that I am aware of the provisions of California law and that I, or the company/individual on whose behalf this Bid is being submitted, hold a currently valid California contractor's license as set forth in the Business and Professions Code § 7028.15 and Public Contract Code § 20103.5 (and any updates).

A contractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Bidder: JJ Fisher Construction, Inc.

License No.: 939644 Class A, C-8 Expiration date: 4/30/2020

DIR Registration No.: 1000003980

Date Jan. 14, 2020 Signature 



**DECLARATION OF ELIGIBILITY TO CONTRACT**  
**[Labor Code §§ 1777.1 and 1777.7; Public Contract Code § 6109]**

The undersigned, a duly authorized representative of the Bidder, certifies and declares that:

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Bidder is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The Bidder is aware of California Public Contract Code Section 6109 (and any updates.)
4. The Bidder has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 and 1777.7 of the Labor Code, or any other provision of law.
5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14 day of January, 2020 at Ripon, California.

Signature: [Signature]

Name: Jayson J Fisher

Title: CEO

Name of Company: JJ Fisher Construction, Inc

**SEE ATTACHED FOR  
NOTARY CERTIFICATE**

Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CALIFORNIA 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 San Luis Obispo }

On 14 January 2020 before me, Stephanie Lynn Lowry  
Date Here Insert Name and Title of the Officer

personally appeared Elyson J. Fisher  
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.

Place Notary Seal and/or Stamp Above

Signature Stephanie Lynn Lowry  
Signature of Notary Public

**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: \_\_\_\_\_

**NON-COLLUSION DECLARATION  
FOR  
2019 MISCELLANEOUS CONCRETE REPAIR PROJECT**

I am the CEO [title] of W Fisher Construction Inc [name of bidder], the party making the foregoing bid, 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Jan. 14, 2020 [date], at Nipomo [city], Ca. [state]

  
\_\_\_\_\_  
(Signature and Title of Authorized Representative) CEO

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# 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT

PROJECT NO. 5800

BID NO. 05-19

Addendum No. 1

January 7, 2020

**Bid Opening: Thursday, January 15, 2020 at 3:00 P.M.**  
(Bid opening date has not changed)

1. **REPLACE:**  
Page C-4 Bidding Sheet (Page 2 of 2) in SECTION C PROPOSAL with Attachment A.
2. **REPLACE:**  
Appendix A "Concrete Sidewalk Repair Sites Master Street List with Quantities" in Appendices with Attachment B.

Approved by

  
Charles W. Ebeling, PE, TE  
Public Works Director

--END--



# 2019 MISCELLANEOUS CONCRETE REPAIR PROJECT

PROJECT NO. 5800

BID NO. 05-19

Addendum No. 2

January 13, 2020

**Bid Opening: Thursday, January 23, 2020 at 3:00 P.M.**  
(New bid opening date)

1. **CHANGE:**  
**SECTION A NOTICE INVITING SEALED BIDS.** Change the Project Bid Opening Date from Wednesday, January 15, 2020, at 3:00 P.M. to Thursday, January 23, 2020, at 3:00 P.M.
2. **REPLACE:**  
Bidding Sheet (Page 2 of 2) in SECTION C PROPOSAL with Attachment A2.
3. **REPLACE:**  
Sheet number 6 of 11 from Appendix A "Concrete Sidewalk Repair Sites Master Street List with Quantities" in Appendices with Attachment B2.
4. **REPLACE:**  
Sheet number 11 of 11 from Appendix A "Concrete Sidewalk Repair Sites Master Street List with Quantities" in Appendices with Attachment B3.

Approved by

  
Charles W. Ebeling, PE, TE  
Public Works Director

--END--