



TO: Mayor and Council members

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Debbie Talarico, Project Manager

SUBJECT: Award of Construction Contract for Crosswalk Pedestrian Hybrid Beacon on Calle Real near Encina Lane Project No. 9087

RECOMMENDATIONS:

- A. Approve revised plans and specifications for the Crosswalk Pedestrian Hybrid Beacon on Calle Real near Encina Lane Project; and
- B. Authorize additional appropriation of \$135,000 from the Measure A fund balance to Project No. 9087 account; and
- C. Authorize the City Manager to execute a construction contract with Taft Electric Company for the Crosswalk Pedestrian Hybrid Beacon on Calle Real near Encina Lane Project in the not-to-exceed amount of \$194,500, subject to the requirements of the contract documents; and
- D. Authorize the City Manager to approve contract change orders for the Crosswalk Pedestrian Hybrid Beacon on Calle Real near Encina Lane Project, if necessary, in an amount not-to-exceed \$38,900.

BACKGROUND:

The Crosswalk Pedestrian Hybrid Beacon (PHB) on Calle Real near Encina Lane Project is included as part of the City's 5-year Capital Improvement Program (CIP) and identified as Project No. 9087. The PHB is proposed on Calle Real midway between Encina Lane and the existing mid-block signalized pedestrian crossing to the east. The project will construct a new crosswalk and PHB signal on Calle Real east of Encina Lane, providing a controlled crossing approximately every 600 feet between Encina Lane and Kingston Avenue.

The City received a Measure A South Coast Regional Bicycle & Pedestrian Program Cycle 3 grant to construct the project improvements and in February 2019, the City entered into Professional Design Services Agreement 2019-018 with Stantec Consultant

Services, Inc. to provide design for the project. In December 2020, the City Council approved the plans and specification for the Crosswalk PHB on Calle Real near Encina Lane Project and authorized staff to advertise the project for bids for construction. The Measure A grant funding has a project deadline requiring the timely use of funds for the construction phase to be completed by June 30, 2021.

DISCUSSION:

Contract Documents

Public Works staff, in collaboration with Stantec, completed final design of the project and on December 15, 2020, City Council approved the plans and specifications and authorized Public Works to advertise a notice inviting bids for the construction phase of the project. During the bidding process, Public Works issued three addenda. Addendum No. 1 revised minor design details per Stantec's recommendation. Addendum No. 2 extended the bid opening date from March 11, 2021 to March 18, 2021. Addendum No. 3 provided additional technical clarification on minor items and questions from bidders.

Public Works staff are recommending City Council approve the revised plans and specifications for the project pursuant to Goleta Municipal Code section 3.05.180. The plans and specifications consist of the plan sheets, bid documents, addendums, City general provisions, project special provisions, and federal contract requirements. The specifications also incorporate by reference the City adopted engineering standards, Greenbook Standard Specifications and Standard Plans for Public Works Construction (current edition including applicable amendments), Caltrans Standard Plans and Specifications (current edition), Occupational Safety and Health Administration (OSHA) regulations (the Construction Safety Orders), the Manual of Uniform Traffic Control Devices (MUTCD) and the Caltrans Construction Manual. The Contract Documents for the project are available for review online at <https://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

Bidding

The Public Works Department solicited competitive bids for the PHB on Calle Real near Encina Lane Project in the Santa Barbara Independent on February 11, 2021 and February 25, 2021 and posted the Contract Documents on the City's website and the City's PlanetBids portal. Public Works issued Addendum No. 1 on February 24, 2021, Addendum No. 2 on March 9, 2021, and Addendum No. 3 on March 11, 2021. The bids were opened virtually via PlanetBids on March 18, 2021. The City received a total of 5 bids. A summary of the bids and the Engineer's Estimate are shown in the table below.

<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
Taft Electric Company	Ventura, CA	\$ 194,500.00
Lash Construction	Santa Barbara, CA	\$ 219,834.30
Lee Wilson Electric	Arroyo Grande, CA	\$ 263,670.00
Taylor Jane Construction LP	Nipomo, CA	\$ 288,593.00
JJ Fisher Construction, Inc.	Nipomo, CA	\$ 289,165.37
<i>Engineer's Estimate</i>		<i>\$ 220,000.00</i>

The apparent low bidder is Taft Electric Company. Public Works has reviewed the bid and all associated forms, investigated the contractor, and has determined Taft Electric Company 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 Taft Electric Company to be the lowest responsive bid and award a construction contract for the Crosswalk PHB on Calle Real near Encina Lane Project to Taft Electric Company in a not-to-exceed amount of \$194,500, as included in Attachment 1. Public Works is also requesting that the City Manager be given authority to approve contract change orders up to \$38,900 above the bid price.

Construction Management

City staff received proposals for site inspection and construction management services for this project. Public Works staff selected Davis CME and negotiated a scope of work and proposal. The proposed scope of work and proposal was within City Manager's authority, so staff executed a professional services agreement in a not-to-exceed amount of \$44,000 with Davis CME to provide construction management and inspection services for the Crosswalk PHB on Calle Real near Encina Lane Project.

FISCAL IMPACTS:

The total estimated project cost for Crosswalk PHB on Calle Real near Encina Lane Project is \$367,500, based on a \$194,500 bid, plus 20% contract change order (CCO) authority, construction management, and design costs as shown in the following table.

Project Cost Estimates

Project Components	Estimated Costs	Funding Source	Funding Amounts
Staff / Project Management	\$40,100	Measure A (205)	\$52,500
Design (Consultant)	\$28,000	Measure A (206)	\$180,000
Design Assistance during Construction	\$20,000	Additional Appropriation – Measure A (205)	\$135,000
Environmental Review (Consultant)	\$2,000		
Construction	\$194,500		
Construction Contingency	\$38,900		
CM (Consultant)	\$44,000		
Total:	\$367,500	Total:	\$367,500

Project Funding

The FY 2020-21 current budget for construction funds for this project is approximately \$185,000 available in Measure A (205) and Measure A (206). Additional funding of \$135,000 is needed to support the total estimated project construction costs of \$320,000.

The table below summarizes the FY 20/21 project budget amounts and funding source accounts:

Project: Crosswalk PHB on Calle Real near Encina Lane Project (CIP No. 9087)					
Account	Fund Type	FY 2020-21 Adopted Budget	YTD Actual/ Encumbrance	Requested Appropriation	Available Balance
205-90-9087-57070 (Design)	Measure A	\$ 7,913	\$ 0	\$ 0	\$ 7,913
205-90-9087-57071 (Construction)	Measure A	\$ 34,788	\$ 2,889	\$ 135,000	\$ 172,677
206-90-9087-57071 (Construction)	Measure A - Grant	\$ 145,245	\$ 0	\$ 0	\$ 145,245
	Total	\$ 187,946	\$ 2,889	\$ 135,000	\$ 325,835

Staff is recommending an appropriation of \$135,000 from Measure A fund balance. Approximately \$555,000 is available.


ALTERNATIVES:

The City Council may elect to not approve the revised plans and specifications, reject all bids and direct staff to re-bid the project. Doing so would delay the construction of the project and may jeopardize grant funding.

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 Taft Electric Company

ATTACHMENT 1

Construction Contract with Taft Electric Company

**PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF GOLETA
AND
TAFT ELECTRIC COMPANY**

This Public Works Contract (herein referred to as "CONTRACT") is made and entered into by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and Taft Electric Company (hereinafter referred to as "CONTRACTOR").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for the Crosswalk Pedestrian Hybrid Beacon (PHB) on Calle Real near Encina Lane Project, bids were received, publicly opened, and declared on the date specified in the notice.

B. On May 4, 2021, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment and material for the Crosswalk Pedestrian Hybrid Beacon (PHB) on Calle Real near Encina Lane 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 Crosswalk Pedestrian Hybrid Beacon (PHB) on Calle Real near Encina Lane 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 CONTRACT 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 CONTRACT, the provisions of this CONTRACT, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete CONTRACT 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 CONTRACT, 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 CONTRACT. 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 CONTRACT 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 Indemnitees 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 CONTRACT, 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 CONTRACT 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 CONTRACT 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 CONTRACT. 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 CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This CONTRACT 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 CONTRACT 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 CONTRACT 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 CONTRACT. 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 CONTRACT will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
18. WHOLE AGREEMENT: This CONTRACT 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 CONTRACT 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 CONTRACT have the legal power, right, and authority to make this CONTRACT and to bind each respective party. This CONTRACT 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 CONTRACT shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this CONTRACT. 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

Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
Attn: Dave Norwine, Vice President Transportation

- 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 CONTRACT 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 CONTRACT 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 CONTRACT, agreements ancillary to this CONTRACT, and related documents to be entered into in connection with this CONTRACT 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 CONTRACT shall be governed by the laws of the State of California, and exclusive venue for any action involving this CONTRACT will be in Santa Barbara County.

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

This CONTRACT is executed on this fourth day of May, at Goleta, California, and effective as of May 4, 2021.

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...

Winnie Cai, Assistant City Attorney

CONTRACTOR:

DocuSigned by:

7A498F225F8B40D...

James Eddy, Vice President Operations

State of California License No.

772245 A, B, C-10

Department of Industrial Relations Registration
No.

1000000149

Business Phone No.

(805) 642-0121

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

Dave Norwine

Vice President Transportation

(805) 857-1695

Public Works Contract
TAFT ELECTRIC COMPANY

EXHIBIT A
NOTICE INVITING SEALED BIDS

**NOTICE INVITING SEALED BIDS
FOR THE
CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE
PROJECT NO. 9087**

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 via electronic transmission on the City of Goleta PlanetBids portal site until **3:00 P.M., March 11, 2021**, and will be publicly opened and posted promptly thereafter. Copies of the Contract Documents and Specifications are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$50.00 non-refundable fee if picked up, or payment of a \$60.00 non-refundable fee, if mailed or no payment to CITY if obtained from the 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 Crosswalk Pedestrian Hybrid Beacon on Calle Real near Encina Lane Project No. 9087. Work includes construction of a new Pedestrian Hybrid Beacon (PHB) signal-controlled crosswalk with mast arms, developing a power supply, installing pedestrian push buttons, constructing ADA accessible ramps, new crosswalk striping, pavement markings and installing applicable PHB warning and control signage. The contract period is Thirty (30) Working Days.

A Pre-Bid Meeting is not scheduled for this project.

Bidders must be registered on the City of Goleta's PlanetBids portal in order to receive addendum notifications and to submit a bid. Go to PlanetBids for bid results and awards. It is the responsibility of the bidder to submit the bid with sufficient time to be received by PlanetBids prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. Late or incomplete bids will not be accepted.

The bid must be accompanied by a bid security in the form of a money order, a 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 annual bid amount included with their proposals as required by California law.

Note: All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be mailed or submitted to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received or postmarked within three (3) City business days after the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside, "SEALED BID SECURITY FOR CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE PROJECT NO. 9087."

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.

A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class "A" Contractor's license, Class "C" Electrical specialty, 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 the contractor's current registration pursuant to Labor Code Section 1725.5 may result in rejection of the bid as non-responsive.

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).

For information relating to the details of this Project and bidding requirements contact Debbie Talarico in writing at dtalarico@cityofgoleta.org.

CITY OF GOLETA

DocuSigned by:

A3E09F3473CA47E...
Deborah S. Lopez, City Clerk

Published:

Santa Barbara Independent: February 11, 2021 and February 25, 2021

Public Works Contract
TAFT ELECTRIC COMPANY

EXHIBIT B
BID PROPOSAL

SECTION C PROPOSAL

BID PROPOSAL

FOR

CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE 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 **CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE 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 Sections 9-1.06B and C. 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.

CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE PROJECT

**BID PROPOSAL
FOR
CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE
PROJECT**

Bids will be received before **3:00 P.M., Thursday, March 11, 2021**, 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 dtalarico@cityofgoleta.org.

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

Contract Time: 30 Working Days. Time is of the essence in the performance of this contract.

BIDDER SHALL COMPLETE:

Bidder's Name Taft Electric Company

Street Address 1694 Eastman Ave

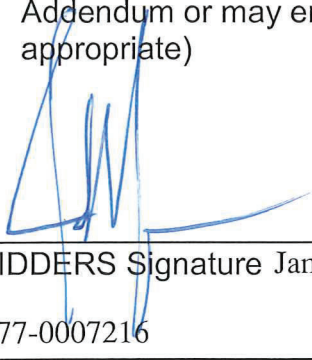
City Ventura State CA Zip Code 93003

Telephone Number 805-642-0121 Fax Number 805-644-1542

E-mail atostado@taftelectric.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>3/3/2021</u>	<u>A.T.</u>
<u>2</u>	<u>3/9/2021</u>	<u>A.T.</u>
<u>3</u>	<u>3/11/2021</u>	<u>A.T.</u>


BIDDERS Signature James Marsh, President/CEO

3/16/2021

DATE

77-0007216

Tax I.D. Number

Bid Results

Bidder Details

Vendor Name	Taft Electric Company
Address	1694 Eastman Avenue
	Ventura, California 93003
	United States
Respondee	Arnold Tostado
Respondee Title	Estimator
Phone	805-642-0121
Email	atostado@taftelectric.com
Vendor Type	
License #	772245
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	03/18/2021 2:34 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	246861
Ranking	0

Respondee Comment

Buyer Comment

Bond

eBond Contract ID

Attachments

File Title	File Name	File Type
C-21 - Statement of Acknowledging Penal and Civil Penalties.pdf	C-21 - Statement of Acknowledging Penal and Civil Penalties.pdf	General Attachments
C-15 - Eligibility Contract & Bidder's Information.pdf	C-15 - Eligibility Contract & Bidder's Information.pdf	General Attachments
		General Attachments
C-13 - Bidder's References.pdf	C-13 - Bidder's References.pdf	General Attachments
C-9 - Proposed Equipment and Material Manufacturers.pdf	C-9 - Proposed Equipment and Material Manufacturers.pdf	General Attachments
C-11 - Designation of Subcontractors.pdf	C-11 - Designation of Subcontractors.pdf	General Attachments
C-3 - General Information Bid Proposal.pdf	C-3 - General Information Bid Proposal.pdf	General Attachments
C-23 - Declaration of Eligibility to Contract.pdf	C-23 - Declaration of Eligibility to Contract.pdf	General Attachments
C-17 - Bidder's Statement of Past Contract Disqualifications and Defaults.pdf	C-17 - Bidder's Statement of Past Contract Disqualifications and Defaults.pdf	General Attachments
C-19 - Bid Bond.pdf	C-19 - Bid Bond.pdf	General Attachments
C-25 - Non Collusion Declaration.pdf	C-25 - Non Collusion Declaration.pdf	General Attachments

Line Items

Item #	Item Code	Section	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
1		Main Bid		Mobilization	LS	1	\$5,150.00	\$5,150.00	Yes	
2		Main Bid		Traffic Control	LS	1	\$17,197.90	\$17,197.90	Yes	
3		Main Bid		Water Pollution Control Plan (WPCP)	LS	1	\$620.00	\$620.00	Yes	
4		Main Bid		Clearing and Grubbing/Demolition	LS	1	\$12,362.40	\$12,362.40	Yes	
5		Main Bid		Construct Sidewalk	SF	103	\$37.10	\$3,821.30	Yes	
6		Main Bid		Construct Curb and Gutter	LF	14	\$303.90	\$4,254.60	Yes	
7		Main Bid		Construct Curb Ramps	EA	2	\$4,120.80	\$8,241.60	Yes	
8		Main Bid		Trenching and Conduit Installation	LF	272	\$118.50	\$32,232.00	Yes	
9		Main Bid		Signal Pull Box	EA	3	\$967.40	\$2,902.20	Yes	
10		Main Bid		Type III-CF Service	EA	1	\$8,825.60	\$8,825.60	Yes	
11		Main Bid		PHB Assembly, Foundation, Cables, Wires, Controller	LS	1	\$95,581.30	\$95,581.30	Yes	
12		Main Bid		Pavement Marking - Removal	LS	1	\$793.25	\$793.25	Yes	
13		Main Bid		Striping - Solid 6"	LF	240	\$1.03	\$247.20	Yes	
14		Main Bid		Striping - Dashed 6"	LF	130	\$0.82	\$106.60	Yes	
15		Main Bid		Striping - Solid 12"	LF	71	\$2.90	\$205.90	Yes	
16		Main Bid		Striping - Solid 25"	LF	195	\$3.86	\$752.70	Yes	
17		Main Bid		Pavement Marking	SF	20	\$4.12	\$82.40	Yes	
18		Main Bid		Traffic Sign	EA	4	\$164.85	\$659.40	Yes	
19		Main Bid		Sign Post	EA	3	\$154.55	\$463.65	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$194,500.00
Grand Total	\$194,500.00

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
1. Portland Cement Concrete	Hanson / Toro Enterprises
2. Hot Mix Asphalt (HMA Type A)	Vulcan / Toro Enterprises
3. Class 2 Aggregate Base	Security Paving / Toro Enterprises
4. Detectable Warning Surface	Armor Tile / Toro Enterprises
5. Traffic Stripe and Marking Paint	Roadmax Road Marking Products/ Toro Enterprises
6. PHB Assembly, Foundation, and Appurtenances	McCain / Taft
7. Controller	McCain
8. Battery Backup System	McCain
9. Type III Service Cabinet	Gexpro
10. PHB Pole	Gexpro
11. Pedestrian Push Button	McCain
12. Pull Boxes	Famcon
Additional items in the Special Provisions	

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>Striping & Signs</u>	<u>710580</u>	<u>1000002410</u>	<u>2%</u>	<u>Toro Enterprises 2101 Ventura Blvd ., Oxnard, CA</u>
<u>Sidewalk & Ramps</u>	<u>710580</u>	<u>1000002410</u>	<u>19%</u>	<u>Toro Enterprises 2101 Ventura Blvd ., Oxnard, CA</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </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 | <u>City of Oxnard</u> |
| Agency Address | <u>305 W., Third Street., Oxnard CA 93030</u> |
| Telephone | <u>805-200-5259</u> |
| Contact Person | <u>Renee Hatcher</u> |
| Contract Amount | <u>\$540,581.56</u> |
| | |
| 2. Name of Agency | <u>City of Thousand Oaks</u> |
| Agency Address | <u>2100 Thousand Oaks Blvd., Thousand Oaks CA 91362</u> |
| Telephone | <u>805-449-2434</u> |
| Contact Person | <u>Jorge Munoz</u> |
| Contract Amount | <u>\$406,375.00</u> |
| | |
| 3. Name of Agency | <u>City of Lancaster</u> |
| Agency Address | <u>44933 North Fern Avenue, Lancaster CA</u> |
| Telephone | <u>661-945-6865</u> |
| Contact Person | <u>Vickie Zhao</u> |
| Contract Amount | <u>\$361,835.00</u> |

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

<u>Fidelity & Deposit Co., of MD - (213) 270-0715 - 1299 Zurich Way, Schaumburg, IL</u>
<u>Alliant Insurance Services - (949) 660-5957 - 1301 Dove Street #200, Newport Beach, CA</u>

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 Taft Electric Company

Business Address 1694 Eastman Ave., Ventura CA 93003

Telephone 805-642-0121

State Contractor's License No. and Class 772245 A, B, C-10

Original Date Issued 9/20/1965 Expiration Date 12/31/21

DIR Registration No: 1000000149

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:

James Marsh, President/CEO - Carol Smith, Corporate Secretary

Anthony Valentino, Executive VP - James R. Eddy, Executive VP

1694 Eastman Ave., Ventura CA 93003 - (805) 642-0121

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

CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE PROJECT

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 16 day of March, 2021, at Ventura California.



Signature and Title of Bidder James Marsh, President/CEO
or Authorized Representative

(SEAL)

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 Ventura)On 3/16/2021 before me, Tina Bytheway, Notary Public,

Date Here Insert Name and Title of the Officer

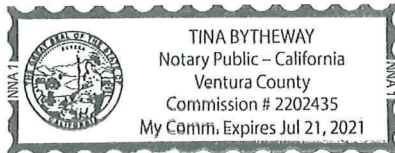
personally appeared James Marsh, President/CEO

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 Tina Bytheway
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: _____

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.

- Yes ☐ No ☒

- N/A

Signature and Title of Bidder or Authorized Representative

CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE PROJECT

**BID BOND
FOR
CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE
PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS that [Bidder] Taft Electric Company
 as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a
corporation organized under the laws of the State of Illinois 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
2nd day of March, 2021.

PRINCIPAL: Taft Electric Company

(Address) 1694 Eastman Avenue
Ventura, CA 93003

BY: 
(Signature and Title of Authorized Officer) James Marsh, President / CEO

BY: 
(Signature and Title of Authorized Officer) Carol Smith, Corporate Secretary

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 Ventura)On 3/16/2021 before me, Tina Bytheway, Notary Public,

Date

Here Insert Name and Title of the Officer

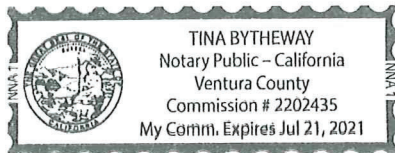
personally appeared James Marsh, President/CEO and Carol Smith, Controller

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 Tina Bytheway
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: _____

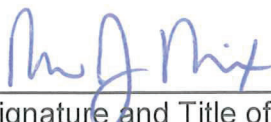
CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE PROJECT

SURETY: Fidelity and Deposit Company of Maryland

(Address) 777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017

BY:


(Signature and Title of Authorized Officer)
Reece Joel Diaz, Attorney-in-Fact

BY:

(Signature and Title of Authorized Officer)

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.

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.

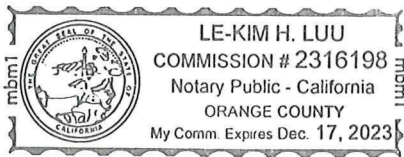
State of California)

County of Orange)On MAR 02 2021 before me, Le-Kim H. Luu, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Reece Joel Diaz
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 [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: _____

**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, **James A. SCHALLER**, Heather SALTARELLI, Mike PARIZINO, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA, Janice R. MARTIN, Leigh MCDONOUGH, Reece Joel DIAZ, of Newport Beach, 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 04th day of November, A.D. 2020.



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 04th day of November, A.D. 2020, 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, depose 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, Notary Public
My Commission Expires: July 9, 2023

**CONSENT TO ACTION OF BOARD OF DIRECTORS
OF TAFT ELECTRIC COMPANY
TAKEN WITHOUT MEETING**

Pursuant to the authority set forth in Section 307(b) of the California Corporation Code, the undersigned, being the majority of the members of the Board of Directors of this Corporation, hereby consent to take actions and adopt the resolutions contained in this document without a meeting:

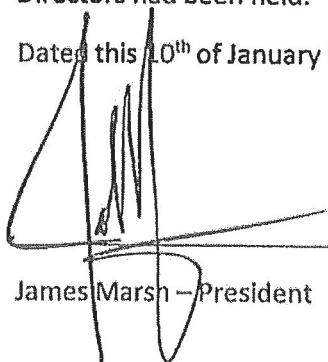
WHEREAS: It is the best interest of this corporation to authorize employees to contract and obligate the corporation in the ordinary course of business.


NOW, THEREFORE, BE IT RESOLVED: That the following employees be, and they hereby are, authorized to sign contracts and obligations on behalf of this corporation:

James Marsh	President
Carol Smith	Controller/Corporate Secretary
David Calvert	Chief Financial Officer
Derrick Means	Estimator Vice President
James Eddy	<i>Exec</i> Vice President
Anthony Valentino	<i>Exec</i> Vice President

This consent to action taken without a meeting is directed to be filed with the minutes of this corporation, and said action is to have the same force and effect as if a meeting of the Board of Directors had been held.

Dated this 10th of January 2020.


James Marsh - President


Carol Smith - Secretary

**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: Taft Electric Company

License No.: 772245 Class A, B, C-10 Expiration date: 12/31/2021

DIR Registration No.: 1000000149

Date 3/16/2021 Signature 
James Marsh, President/CEO

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 16 day of March, 2021, at Ventura, California.

Signature:  _____

Name: James Marsh

Title: President/CEO

Name of Company: Taft Electric Company

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

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.

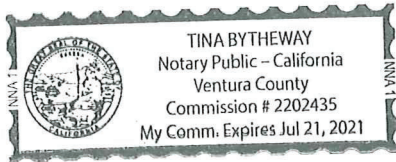
State of California)

County of Ventura)On 3/16/2021 before me, Tina Bytheway, Notary Public,*Date Here Insert Name and Title of the Officer*personally appeared James Marsh, President/CEO*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 *Tina Bytheway*
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: _____

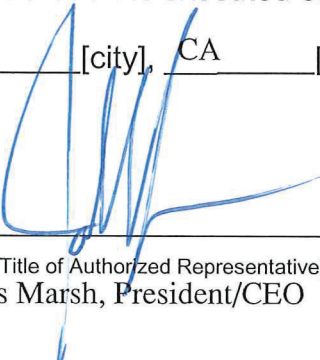
**NON-COLLUSION DECLARATION
FOR
CROSSWALK PEDESTRIAN HYBRID BEACON ON CALLE REAL NEAR ENCINA LANE
PROJECT**

I am the President [title] of Taft Electric Company [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

March 16, 2021 [date], at Ventura [city], CA [state]



(Signature and Title of Authorized Representative)
James Marsh, President/CEO