

CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **TULARE AVENUE MAJOR STREET REHABILITATION ROEBEN TO DEMAREE** Project, is made between the City of Visalia, (hereinafter “ the City”), and Don Berry Construction, Inc., (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

ARTICLE I - For and in consideration of the payments hereinafter mentioned to be made by the City, and under the conditions expressed in this Contract and Contract Documents (as those terms are defined in City of Visalia Engineering Standard Specifications), including the bonds submitted with this Contract, Contractor agrees at his own cost and expense, to do all the work and furnish all the materials necessary to construct and complete in a good, workmanlike, and substantial manner, the **TULARE AVENUE MAJOR STREET REHABILITATION ROEBEN TO DEMAREE** Project, as a fully operational and functional facility for the intended purpose in accordance with the Contract Documents, and in accordance with the reference documents listed in the Contract Documents, which are also made a part hereof. Contractor should be aware that this Contract involves federal highway funds and that Section 82 of the Job Specific Provisions describes federal funding requirements, which include but are not limited to FHWA Form-1273 – Required Contract Provisions Federal-Aid Construction Contracts, copies of these federal requirements along with FHWA Form-1273 are included as part of the attached Contract Documents, Appendix B.

Said work to be done is shown upon the following plans:

RFB No.:	25-26-07
Project Name:	TULARE AVENUE MAJOR STREET REHABILITATION ROEBEN TO DEMAREE
Project No.:	3010-72000/CP0603-9999
Federal Project No.	STPL-5044(144)

which said plans are hereby made a part of this contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work described in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Visalia and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, and requirements of the Engineer under them, to wit:

BID PROPOSAL**SECTION 1 BID ITEM PROPOSAL SCHEDULE****FROM: CONTRACTOR**DON BERRY CONSTRUCTION, INC.
Company Name of bidder

Bids are required for the entire work complete and in place. Contractor must fill out all portions of Bid Proposal Form, including any Base Bid Schedule, Alternative Bid Schedule, and Add/Deduct Schedule.

For improvement of:

RFB No.: 25-26-07**Project Name: TULARE AVENUE MAJOR STREET REHABILITATION ROEBEN TO DEMAREE****Project No.: 3010-72000/CP0603-9999****Fed Project No: STPL-5044(144)**

To the City Clerk of the City of Visalia:

The undersigned as bidder declares that he has carefully examined the location(s) of the proposed work, that he has examined the plans and specifications and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following **Bid Schedule**:

BASE BID

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE (\$)	TOTAL (\$)
1	Mobilization & Demobilization	1	LS	200,000.00	200,000.00
2	Water Pollution Prevention	1	LS	10,000.00	10,000.00
3	Dust Control	1	LS	2,000.00	2,000.00
4	Traffic Control	1	LS	200,000.00	200,000.00
5	Portable Changeable Message Signs (PCMS)	1	LS	20,000.00	20,000.00
6	Construction Notification Signs	10	EA	1,000.00	10,000.00
7	Public Outreach	1	LS	2,000.00	2,000.00
8	Clearing and Grubbing	1	LS	25,000.00	25,000.00
9	Lower Existing Manhole Below Milling Depth	56	EA	550.00	30,800.00
10	Cold Mill to Remove Asphalt Concrete (2.5")	338,000	SF	0.22	74,360.00
11	Cold Mill to Remove Asphalt Concrete & Aggregate Base - Akers	18,000	SF	1.10	19,800.00
12	Cold Mill to Remove Asphalt Concrete & Aggregate Base 6.5" Below 2.5" Mill	172,500	SF	0.65	112,125.00
13	Cold Mill to Remove Asphalt Concrete & Aggregate Base 4.25"-2.0"	60,000	SF	0.18	10,800.00

14	Scarify and Recompact and Proof Roll	250,500	SF	0.12	30,060.00
15	Class 2 AB - Akers	1,200	TON	55.00	66,000.00
16	Additional Class 2 AB (If required, 10% assumed)	900	TON	35.00	31,500
17	Sawcut & Remove Existing Asphalt Pavement (For areas in front of Curb Ramps and Median Noses) (F)	3,400	SF	3.25	11,050
18	Concrete Removal (Curb and Gutter, Additional, if needed, during construction)	250	LF	3.25	812.50
19	Concrete Removal (5' Sidewalk, Additional, if needed, during construction)	1,250	SF	3.25	4,062.50
20	Concrete Median Removal (Median Nose Removal & Adjoining Concrete Flatwork)	95	LF	15.00	1,425.00
21	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Roeben	2	EA	2,700.00	5,400.00
22	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Anthony	4	EA	1,500.00	6,000.00
23	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Akers	4	EA	2,700.00	10,800.00
24	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Parkwood	2	EA	1,500.00	3,000.00
25	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Crenshaw	4	EA	2,200.00	8,800.00
26	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Noyes	2	EA	1,500.00	3,000.00
27	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Nancy	2	EA	1,500.00	3,000.00
28	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Linwood	4	EA	1,600.00	6,400.00
29	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Chinowth	4	EA	1,700.00	6,800.00
30	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Demaree	4	EA	1,500.00	6,000.00
31	Hot Mix Asphalt (Type A, 3/4")	19,000	TON	105.00	1,995,000.00
32	Adjust Manhole to Finish Grade with PCC Collar	56	EA	1,000.00	56,000.00

33	Sanitary Sewer Manhole Frame and Lid Replacement	31	EA	675.00	20,925.00
34	Storm Drain Manhole Frame and Lid Replacement	25	EA	675.00	16,875.00
35	Concrete Installation (Curb and Gutter, Additional, if needed, during construction)	250	LF	46.00	11,500.00
36	Concrete Installation (5' Sidewalk, Additional, if needed, during construction)	1,250	SF	12.00	15,000.00
37	Concrete Median Installation (Median Curb & Adjoining Concrete Flatwork)	95	LF	100.00	9,500.00
38	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Roeben	2	EA	12,500.00	25,000.00
39	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Anthony	4	EA	9,000.00	36,000.00
40	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Akers	4	EA	13,500.00	54,000.00
41	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Parkwood	2	EA	9,500.00	19,000.00
42	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Crenshaw	4	EA	9,500.00	38,000.00
43	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Noyes	2	EA	10,000.00	20,000.00
44	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Nancy	2	EA	10,500.00	21,000.00
45	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Linwood	4	EA	11,000.00	44,000.00
46	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Chinowth	4	EA	11,000.00	44,000.00
47	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Demaree	4	EA	10,000.00	40,000.00
48	Traffic Signal Video Detection System Tulare at Akers	1	LS	71,000.00	71,000.00
49	Traffic Signal Modification Tulare at Akers	1	LS	64,000.00	64,000.00
50	Traffic Signal Video Detection System Tulare at Linwood	1	LS	71,000.00	71,000.00

51	Traffic Signal Modification Tulare at Linwood	1	LS	60,000.00	60,000.00
52	Traffic Signal Video Detection System Tulare at Chinowth	1	LS	71,000.00	71,000.00
53	Traffic Signal Modification Tulare at Chinowth	1	LS	150,000.00	150,000.00
54	Traffic Signal Video Detection System Tulare at Demaree	1	LS	71,000.00	71,000.00
55	Traffic Signal Modification Tulare at Demaree	1	LS	72,000.00	72,000.00
56	Survey Monuments	19	EA	800.00	15,200.00
57	Thermoplastic Striping & Marking Pavement	1	LS	53,000.00	53,000.00
58	Painted Striping Pavement	1	LS	67,000.00	67,000.00
59	Signs	1	LS	51,000.00	51,000.00
60	Raised Pavement Markers	1	LS	4,500.00	4,500.00
61	Roadway Excavation – Akers (F)	1	LS	25,000.00	25,000.00
BASE BID TOTAL					\$4,240,495.00

ADDITIVE ALTERNATE BID

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE (\$)	TOTAL (\$)
62	Modular Curb	1423	EA	164 ⁰⁰	233,372.00
ADDITIVE ALTERNATE BID TOTAL					\$ 233,372.00

TOTAL BID AMOUNT (Base Bid + Alternate Bid)				\$4,473,867.00
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This bid consists of a Base Bid and an Additive Alternate Bid. Bidder is instructed to bid on both the base bid and the alternate item.

All bids will be checked for accuracy. In case of a discrepancy between unit price and total, the unit price shall prevail.

Lowest Bidder will be determined by the **LOWEST TOTAL BID AMOUNT**. The TOTAL BID AMOUNT is the sum of the BASE BID PLUS THE ADDITIVE ALTERNATE BID AMOUNT.

After the low bid has been determined, the City of Visalia reserves the right to award Base Bid Only or Base Bid + Alternate, depending on funding availability.

The Contract, if awarded, will be to the lowest bidder whose bid the City deems both responsive and responsible and complies with all the requirements described.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment and performance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Visalia, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and

the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Visalia.

Bidder acknowledges receipt of the following addenda:

No. 1, dated OCTOBER 17, 2025
No. 2, dated OCTOBER 30, 2025
No. 3, dated NOVEMBER 12, 2025
No. 4, dated NOVEMBER 17, 2025
No. _____, dated _____, 20____
No. _____, dated _____, 20____

ARTICLE III - Contractor hereby agrees to indemnify and hold City and its officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this contract.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of Visalia in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed

and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall be provided by a business automobile policy.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

- a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
- b. Indicate whether coverage provided is on a claims made or occurrence basis; and
- c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing
707 W. Acequia Avenue
Visalia, CA 93291

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claims made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

ARTICLE IV - It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date opposite their respective signatures.

CITY OF VISALIA

CONTRACTOR

City Manager

Date

By: Authorized Agent

Date

Print Name, Title

APPROVED AS TO FORM:

City Attorney

Date

Risk Manager

Date

Project Manager

Date