

CITY FUNDED CONSTRUCTION CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
VIDO ARTUKOVICH & SON, INC./VIDMAR, INC.. A JV
FOR
MCFADDEN SEWER LIFT STATION AND WET WELL, CC1610

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and VIDO ARTUKOVICH & SON, INC./VIDMAR, INC. A JV, a California corporation, hereinafter referred to as "CONTRACTOR." WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as MCFADDEN SEWER LIFT STATION AND WET WELL, CC1610 in the City of Huntington Beach; and CONTRACTOR has been selected to perform said services, NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged the parties covenant and agree as follows:

1. STATEMENT OF WORK; ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the

prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK; PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), has inspected the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. The CITY's standard Plans and Specifications and special contractual provisions, including those on file in the office of the Department of Public Works of CITY, and any revisions, amendments or addenda thereto;

- D. The edition of *Standard Specifications for Public Works Construction*, published by Builders' News, Inc., 10801 National Boulevard, Los Angeles, CA 90064, and all amendments thereto, written and promulgated by the Southern California chapter of the American Public Works Association and the Southern California District Associated General Contractors of the California Joint Cooperative Committee as specified in the particular Plans, Specifications, Special Provisions and Addendum applicable to the Project;
- E. Bid documents including the Notice Inviting Bids, the Special Instructions to Bidders and the CONTRACTOR's proposal, (which is attached hereto as **Exhibit "A"** and incorporated herein by this reference);
- F. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Director of Public Works of CITY or his or her written designee (hereinafter referred to as "DPW"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DPW, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed Four Million Four Hundred Ninety Five Thousand Five Hundred Fifty Five and 00/100 Dollars (\$4,495,550), as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice To Proceed is issued and diligently prosecute the PROJECT to completion within Two Hundred (200) consecutive Working days from the day the Notice to Proceed is issued by DPW, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors,

subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DPW. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DPW may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DPW, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DPW.

When directed to change the work, CONTRACTOR shall submit immediately to DPW a written cost proposal reflecting the effect of the change. Should DPW not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DPW and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the contract price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

Only bonds issued by California admitted sureties will be accepted. CONTRACTOR shall, prior to its performance of this Agreement, furnish the following two (2) bonds approved by the City Attorney: One in the amount of one hundred percent (100%) of the contract price to guarantee the CONTRACTOR's faithful performance of the work, and one in the amount of one hundred percent of the contract price to guarantee payment of all claims for labor and materials furnished.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final contract price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

CONTRACTOR unconditionally guarantees all work done under this Agreement including, but not limited to, any workmanship, installation, fabrication, material or structural facilities constructed. CONTRACTOR, within ten (10) days after notice by CITY of any defect in the work, shall have the option to make appropriate repairs or replace the defective item or items. Upon expiration of such ten (10) day period, CITY may then make appropriate repair or replacement at CONTRACTOR's risk and own cost and expense.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll

deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of One Thousand Five Hundred and 00/100 (\$1,500) per each calendar day's delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DPW shall grant a further period of time), notify DPW in writing of the cause of the

delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DPW shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY.

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

(a) A time extension;

(b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;

(c) Payment of an amount the CITY disputes;

(d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;

(e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DPW (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DPW shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DPW shall act on the Demand within fifteen (15) days

after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DPW in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DPW's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the City Engineer, in writing, either within fifteen (15) days of receipt of the City Engineer's response or within fifteen (15) days of the DPW's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DPW shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Engineer shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his

or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of contract items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DPW may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DPW shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DPW will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DPW, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DPW finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such

sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DPW, less all previous payments and less all previous retained amounts. CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty-five (35) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DPW, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS, SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DPW its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims,

or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

A. The CITY has ascertained from the Director of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and the same has been set forth by resolution on file in the office of the City Clerk of CITY. CONTRACTOR and any subcontractor under it shall pay not less than said prevailing wage rates to all workers employed on this public works Agreement, as required by California Labor Code Sections 1771 and 1774. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR agrees to secure payment of compensation to every employee.

B. Pursuant to this Agreement and in accordance with Section 1774 and 1775 of the California Labor Code, CONTRACTOR shall, as penalty to CITY, forfeit twenty-five dollars (\$25) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any of its subcontractors) less than the prevailing wage rate established for that particular craft or type of work.

18. CALIFORNIA PREVAILING WAGE LAW

A. The CITY has ascertained from the Director of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and the same has been set forth by

resolution on file in the office of the City Clerk of CITY. CONTRACTOR and any subcontractor under it shall pay not less than said prevailing wage rates to all workers employed on this public works Agreement, as required by California Labor Code Sections 1771 and 1774. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR agrees to secure payment of compensation to every employee.

B. Pursuant to this Agreement and in accordance with Section 1774 and 1775 of the California Labor Code, CONTRACTOR shall, as penalty to CITY, forfeit twenty-five dollars (\$25) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any of its subcontractors) less than the prevailing wage rate established for that particular craft or type of work.

19. CALIFORNIA EIGHT-HOUR LAW

A. California Labor Code, Sections 1810 *et seq*, shall apply to the performance of this Agreement; thereunder, not more than eight (8) hours shall constitute one day's work and CONTRACTOR and each subcontractor employed by its hereunder, shall not require more than eight (8) hours of labor per day or forty (40) hours per week from any one person employed by it hereunder, except as stipulated in California Labor Code Section 1815. CONTRACTOR and each subcontractor employed by it hereunder shall, in accordance with California Labor Code Section 1812, keep an accurate record, open to inspection at all reasonable hours, showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with the PROJECT.

B. Pursuant to this Agreement and in accordance with California Labor Code Section 1813, CONTRACTOR shall, as a penalty to CITY, forfeit twenty-five dollars (\$25) for each worker employed hereunder by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one

(1) calendar day or forty (40) hours in any one (1) calendar week in violation of California Labor Code Section 1815.

20. PAYMENT OF TRAVEL AND SUBSISTENCE ALLOWANCE

Section 1773.8 of the California Labor Code, regarding the payment of travel and subsistence allowance is applicable to this PROJECT.

21. EMPLOYMENT OF APPRENTICES

Section 1777.5 of the California Labor Code, regarding the employment of apprentices is applicable to this PROJECT.

22. PAYROLL RECORDS

CONTRACTOR agrees to keep accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by it in connection with the PROJECT and agrees to require each of its subcontractors to do the same. CONTRACTOR further agrees that its payroll records and those of its subcontractors, if any, shall be available at all reasonable times to the CITY, and the employee or his representative, and the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards, and to comply with all of the provisions of California Labor Code Section 1776, in general.

23. INDEMNIFICATION, DEFENSE, HOLD HARMLESS

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands, defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to CONTRACTOR's employees and damage to CONTRACTOR's property,

arising directly or indirectly out of the obligations or operations herein undertaken by CONTRACTOR, caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, its officers, elected or appointed officials, employees, agents, and volunteers. CONTRACTOR will conduct all defense at its sole cost and expense and CITY shall approve selection of CONTRACTOR's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

24. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
INSURANCE

Pursuant to California Labor Code Section 1861, CONTRACTOR acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; CONTRACTOR covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

CONTRACTOR shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

CONTRACTOR shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. CONTRACTOR shall furnish to CITY a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and CONTRACTOR shall similarly require all subcontractors to waive subrogation.

25. INSURANCE

In addition to the workers' compensation and employer's liability insurance and CONTRACTOR's covenant to defend, hold harmless and indemnify CITY, CONTRACTOR shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage covering the PROJECT. This policy shall indemnify CONTRACTOR, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out or in connection with the PROJECT, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this PROJECT. This policy shall name CITY, its officers, elected or appointed officials, employees, agents, and volunteers (the "Additionally Insured Parties") as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the PROJECT shall be deemed excess coverage and that CONTRACTOR's insurance shall be primary and non-contributory with any other valid and collectible insurance or self-insurance available to the Additionally Insured Parties. Any available insurance proceeds in excess of the minimum coverage amount specified herein shall be available to the Additionally Insured Parties. All coverage available to CONTRACTOR shall also be available to the Additionally Insured Parties. Under no circumstances shall said above-mentioned insurance contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Five Thousand Dollars (\$5,000.00) is permitted.

CONTRACTOR shall be responsible for causing all Subcontractors to maintain the same types and limits of insurance coverage as that required of CONTRACTOR by this Agreement.

26. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED
ENDORSEMENTS

Prior to commencing performance of the work hereunder, CONTRACTOR shall furnish to CITY certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this Agreement; the certificates shall:

1. Provide the name and policy number of each carrier and policy;
2. State that the policy is currently in force; and
3. Promise to provide that such policies will not be canceled or modified without thirty (30) days' prior written notice of CITY.

CONTRACTOR shall maintain the foregoing insurance coverages in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverages shall not derogate from the CONTRACTOR's defense, hold harmless and indemnification obligations as set forth under this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of all the policies of insurance. CONTRACTOR shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

CONTRACTOR shall provide a separate copy of the additional insured endorsement to each of CONTRACTOR's insurance policies, naming CITY, its officers, elected and appointed officials, employees, agents and volunteers as Additional Insureds, to the City Attorney for approval prior to any payment hereunder.

27. NOTICE OF THIRD PARTY CLAIM

Pursuant to Public Contracts Code §9202, CITY shall provide notice to CONTRACTOR of receipt of any claim filed with CITY or a court of competent jurisdiction which arises out of performance of this agreement within ten (10) days of receipt of such claim or claims.

28. DEFAULT AND TERMINATION

If CONTRACTOR fails or refuses to prosecute the work hereunder with diligence, or fails to complete the work within the time specified, or is adjudged bankrupt or makes an assignment for the benefit of creditors or becomes insolvent, or violates any provision of this Agreement or the Contract Documents, CITY may give CONTRACTOR notice in writing of its intention to terminate this Agreement. Unless the violation is cured within ten (10) days after such Notice of Intention has been served on CONTRACTOR, CITY may, without prejudice to any other remedy it may have, terminate this Agreement upon the expiration of that time. Upon such default by CONTRACTOR, CITY may elect not to terminate this Agreement; in such event CITY may make good the deficiency in which the default consists and deduct the resulting costs from the progress payments then or to become due to CONTRACTOR.

If it is subsequently determined by a court of competent jurisdiction that CITY's termination of this Agreement under this Section was wrongful, such termination shall be converted to a termination for convenience under Section 29 and any damages shall be assessed as set forth in Section 29.

29. TERMINATION FOR CONVENIENCE

CITY may terminate this Agreement for convenience at any time with or without cause, and whether or not PROJECT is fully complete upon seven (7) calendar days written notice to CONTRACTOR. In the event of termination, under this Section CITY shall pay CONTRACTOR for value of work in place on the PROJECT through the termination period less all such payments already made. In case of such termination for convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination. In no event shall CONTRACTOR be entitled to recover overhead, profit or CONTRACTOR's fee on work not performed. Such payment by CITY shall be CONTRACTOR's

sole and exclusive remedy for termination by CITY for its convenience and CITY shall have no further obligation to CONTRACTOR.

30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

31. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

32. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

33. STOP NOTICES; RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

34. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONTRACTOR's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Michael Aguas, Public Works
2000 Main Street

Huntington Beach, CA 92648

TO CONTRACTOR:

VIDO ARTUKOVICH & SON, INC./VIDMAR,
INC. A JV

ATTN: Vido Artukovich

11155 Rush St.

S. El Monte, CA 91733

35. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

36. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of United States Code Section 1324a regarding employment verification.

37. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONTRACTOR and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONTRACTOR understands that pursuant to Huntington Beach City Charter Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONTRACTOR.

38. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

39. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the

context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

40. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

41. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

42. CONSENT

Where CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

43. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement shall so survive.

44. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

45. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

46. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached **Exhibit "A"**, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 20_____.

CONTRACTOR: VIDO ARTUKOVICH & SON, INC./VIDMAR, INC.. A JV CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: [Signature]
Vido Artukovich
(print name)

Mayor

City Clerk

ITS: Chairman / President / Vice-President
(circle one) Managing Partner

INITIATED AND APPROVED:
[Signature]
Director of Public Works

AND

By: _____
(print name)

REVIEWED AND APPROVED:

City Manager

ITS: Secretary / Chief Financial Officer / Asst. Secretary / Treasurer
(circle one)

APPROVED AS TO FORM:
[Signature]
City Attorney

SECTION C

PROPOSAL

for the construction of

MCFADDEN SEWER LIFT STATION REPLACEMENT PHASE 2

CC No. 1610

in the

CITY OF HUNTINGTON BEACH

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF HUNTINGTON BEACH:

In compliance with the Notice Inviting Electronic Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Huntington Beach. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Huntington Beach, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 200 working days, starting from the date of the Notice to Proceed.

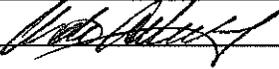
BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth 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 AGENCY of the guaranty accompanying this proposal.

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 AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will readvertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find bidder's bond in the amount of 10% which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Electronic Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond for ___%", as the case may be) Any standard Surety Bid Bond form is acceptable.

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	11/7/2025	

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Per Plans and Specifications, furnish all labor, material and equipment to mobilize, demobilize, and provide cleanup of construction site: provide all bonds, insurance, and obtain all permits.	1	LS	\$ <u>250,000</u>	\$ <u>250,000</u>
2	Per Plans and Specifications, furnish all labor, material and equipment to conduct construction survey and staking of the construction site.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
3	Per Plans and Specifications, furnish all labor, materials, and equipment as required to implement Construction Traffic and Pedestrian Control Plans to provide public convenience, safety and traffic control; including warning signs, high level warning devices, delineators, regulatory signs, barricades, and recessed trench plate bridging throughout the project. Traffic Control Plans were prepared by the Design Engineer and are provided in the Construction Drawings.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>
4	Per Plans and Specifications, furnish all labor, materials and equipment to pothole and locate horizontal and vertical positions of all existing utilities in the vicinity of the work. Prepare a report and submit it to the City a minimum of four 1 week prior to start of construction to allow revisions to current design.	6	EA	\$ <u>3,000</u>	\$ <u>18,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
5	Per Plans and Specifications, furnish all labor, materials, and equipment as required, develop, design, and implement trench and excavation safety measures for shallow excavations, consisting of sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches, pump station excavation, valve vault excavation, and other miscellaneous open excavations; and protection of all adjacent structures in conformance with applicable safety orders. The work includes preparation of shoring plans and calculations by a California registered structural engineer incorporating the requirements of the dewatering plan, and recommendations contained in the geotechnical study performed by the Contractor.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>
6	Per Plans and Specifications, develop a Dewatering Plan prepared by a California Registered Geotechnical Engineer for shallow excavations, incorporating the requirements of the shoring plan and any additional geotechnical information developed by the Contractor. The work includes: obtaining NPDES permit from the Regional Water Quality Control Board, well drilling and destruction permits from Orange County Health Department, field testing required for the design of the dewatering system, implementation of the dewatering program, and removal of the dewatering system, including monitoring wells, when no longer needed.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
7	Per Plans and Specifications, furnish all labor materials and equipment necessary to implement deep soil mixing (DSM) as a soil stabilization and dewatering measure for deep excavations as described in the AESCO Report. Work under this item will include the design of the shoring systems by a California Registered Structural Engineer with experience in designing successful shoring systems for similar projects with DSM implementation, utilizing the geotechnical findings presented in the AESCO Report and in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California.	1	LS	\$ <u>1,300,000</u>	\$ <u>1,300,000</u>
8	Per Plans and Specifications, develop Storm Water Pollution Prevention Plan (SWPPP) furnish all labor, materials, and equipment as required to install and maintain all BMP's identified in the approved SWPPP throughout the duration of construction. At the completion of construction, all BMP's shall be removed by the CONTRACTOR, and the site and all facilities restored to their original condition.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
9	Per Plans and Specifications, implement a site monitoring program to evaluate groundwater, settlement, and vibration in accordance with the recommendations contained in the Contractor's Geotechnical Investigation Report for construction of the lift station sewers, wet well and valve vault.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Per Plans and Specifications, furnish all labor materials and equipment necessary for sitework demolition and preparation for the new pump station site and the legal disposal of all removed materials. The work includes, but is not limited to: demolition, removal, and disposal of pavement, curb, gutter, sidewalk, conduits, wires, irrigation piping, and pull boxes; documentation of pre-construction site conditions; and all other appurtenant work required.	1	LS	\$ <u>200,000</u>	\$ <u>200,000</u>
11	Per Plans and Specifications, furnish all labor materials and equipment necessary to abandon the existing gravity sewer, force main, and manhole. The work includes, but is not limited to: cement slurry; asphalt concrete paving, curb, gutter, and sidewalk removal and restoration; plugging of existing manholes; removal of existing manhole, channel modification in existing discharge manhole (MH 1588) in McFadden Avenue; fill with sand and reconstruct surface; and all other appurtenant work required.	1	LS	\$ <u>50,000</u>	\$ <u>50,000</u>
12	Per Plans and Specifications, furnish all labor, material and equipment necessary, to construct 4-foot diameter polymer concrete sewer manhole and composite frame and cover. The work includes, but is not limited to: rechannelization of existing MH 1633;; Sancon rehabilitation of MH 1633; composite manhole frame and cover; connections to new and existing sanitary sewers; and all appurtenant work required.	1	LS	\$ <u>12,000</u>	\$ <u>12,000</u>
13	Per Plans and Specifications, furnish all labor, materials and equipment necessary, to construct 8-inch diameter VCP sewer in Dawson Lane.	64	LF	\$ <u>2,200</u>	\$ <u>140,800</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
14	Per Plans and Specifications, furnish all labor, materials and equipment necessary to construct reinforced concrete, Studliner HDPE lined wet well with H-20 rated 316 stainless steel lockable access hatch with fiberglass safety rack, access manway, exterior waterproofing and all other required appurtenances. The precast concrete wet well will be CITY-furnished.	1	LS	\$ <u>300,000</u>	\$ <u>300,000</u>
15	Per Plans and Specifications, furnish all labor, materials and equipment necessary to construct reinforced concrete valve vault, with H-20 rated aluminum 2-door lockable access hatch, 316 stainless steel ladders, sump, exterior waterproofing, and all other required appurtenances. The precast concrete valve vault will be CITY-furnished.	1	LS	\$ <u>300,000</u>	\$ <u>300,000</u>
16	Per Plans and Specifications, Furnish all labor, materials and equipment necessary and Install Wet Well Mechanical Equipment, including 5 HP, 117 gpm recessed impeller slide-rail submersible pumps and motors; 316 stainless steel discharge elbows; 4-inch 316 stainless steel discharge piping, fittings and support brackets; 316 stainless steel slide-rail system, guide brackets, lifting chain and bails; 316 stainless steel cable racks, level transducer stilling well; duckbill check valve; and all other required appurtenances. Pumps and some appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>175,000</u>	\$ <u>175,000</u>
17	Per Plans and Specifications, furnish all labor, materials and equipment necessary and Install Valve Vault Mechanical Equipment, including pipe, valves, fittings, couplings, electromagnetic flow meter, insulating flanges, flexible expansion joint with joint bonding and sacrificial anodes, 316 stainless steel pipe supports, bypass connection, ladder up device and all other required appurtenances. Some parts and appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>125,000</u>	\$ <u>125,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
18	Per Plans and Specifications, furnish all labor, materials and equipment necessary to construct piping between the wet well and valve vault, and construct miscellaneous pipe, including all fittings; buried insulating flange kits and test stations; flexible expansion joint with joint bonding; 6-inch, 316 stainless steel pipe; 3-inch, PVC pipe; excavation; imported backfill; compaction; and all required appurtenances. Some parts and appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>
19	Per Plans and Specifications, furnish all labor, materials and equipment necessary, and construct 6-inch AWWA C900 DR 14 PVC sewer force main, including all fittings; thrust blocks, cathodic protection; connection to discharge manhole; and Sancon rehabilitation of MH 1588. Some parts and appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>
20	Per Plans and Specifications, furnish all labor, materials and equipment necessary to coordinating with SCG to install gas meter and activate the gas service, and constructing the gas service connection between the new SCG meter on the outside of the generator enclosure and the emergency generator..	1	LS	\$ <u>10,000</u>	\$ <u>10,000</u>
21	Per Plans and Specifications, furnish all labor, materials, and equipment necessary and install 30 kW natural gas fuel emergency generator set in a sound attenuated enclosure, including all conduits, wires, pipes, fittings, valves, controls, reinforced concrete base, 2-inch tape wrapped steel pipe from the meter service meter to the generator, 8' CMU enclosure with wall spikes, and all appurtenances. Generator and some appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>45,000</u>	\$ <u>45,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
22	Per Plans and Specifications, furnish all labor, materials, equipment necessary to furnish and install site electrical and instrumentation systems; including conductors, raceway, switches, lights, receptacles, level transducers, float switches, and all required appurtenances. Some electrical components and parts will be CITY-furnished per Appendix L.	1	LS	\$ <u>300,000</u>	\$ <u>300,000</u>
23	Per Plans and Specifications, furnish all labor, materials and equipment necessary and install 316 stainless steel, NEMA 4X transfer switch enclosure, including automatic transfer switch with manual bypass, double throw manual transfer switch, portable generator receptacle; coordination with SCE to provide electrical service to site; 4-inch conduit with pull-rope for SCE conductor; 100 amp main switchboard; concrete pads for electrical equipment; and all required appurtenances; complete and in place, with all required appurtenances. Some electrical components and parts will be CITY-furnished per Appendix L.	1	LS	\$ <u>25,000</u>	\$ <u>25,000</u>
24	Per Plans and Specifications, furnish all labor, materials and equipment necessary and install pump control panel and PLC panel and appurtenances, as well as mounting those panels to a reinforced concrete base. Some electrical components and parts will be CITY-furnished per Appendix L.	1	LS	\$ <u>30,000</u>	\$ <u>30,000</u>
25	Per Plans and Specifications, furnish all labor, material and equipment necessary, and conduct lift station start up and testing to full satisfaction of the City of Huntington Beach.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
26	Per Plans and Specifications, furnish all labor, materials and equipment necessary, and demolish existing City of Huntington Beach McFadden Sewer Lift Station, including removal, handling, and proper disposal of lead-based paint; removal and proper disposal of all equipment within the existing Lift Station; coordination and removal of SCE service meter, main disconnect, and manual transfer switch, and delivery of salvaged equipment to City Yard; cleaning, lining, and rechanneling of the wet well; removal of the top 8-feet of the dry well structure; backfilling of remaining dry well with Class 100-E-100 slurry; re-channelizing and interior coating of an existing influent manhole; filling of existing to be abandoned pipes with low strength slurry mix; backfilling of the excavation with approved materials; and all appurtenant work.	1	LS	\$ <u>200,000</u>	\$ <u>200,000</u>
27	Per Plans and Specifications furnish all labor, materials and equipment necessary, to restore and construct concrete curb, gutter, driveway, local depressions, sidewalk, and ramps to pre-construction condition, and construction of new concrete pad around the wet well, valve vault, and meter vault.	1,310	SF	\$ <u>50</u>	\$ <u>65,500</u>
28	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to restore and construct the landscape and irrigation system as directed by the City Inspector, the installation of 36-gallon trees, and the installation of shrubs along Dawson Lane for screening, and raising an existing storm manhole to new finished grade.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
29A	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to remove and full depth replace existing disturbed aggregate base (AB), sawcut remove and full depth replace existing disturbed asphalt concrete (AC), within the Dawson Lane and McFadden Ave (6" AC over 10" AB). Work also includes removal and replacement of all impacted pavement and curb markings, striping, and adjustment of existing boxes, manholes, valve cans to grade, in Dawson Lane and McFadden Avenue.	780	SF	\$ <u>15</u>	\$ <u>11,700</u>
29B	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to provide a 2-inch asphalt cement grind, and provide a 2-inch asphalt cement cap within the Dawson Lane, McFadden Ave, and North Greer Park parking lot. Work also includes removal and replacement of all impacted pavement and curb markings, striping, and adjustment of existing boxes, manholes, valve cans to grade, in Dawson Lane and McFadden Avenue.	47,900	SF	\$ <u>3</u>	\$ <u>143,700</u>
30	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to provide the services of a California Registered Professional Land Surveyor, with experience in all elements of the project, for the replacement of survey monuments.	1	LS	\$ <u>15,000</u>	\$ <u>15,000</u>
31	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to provide the services for sewer flow bypass plan preparation, furnishing, operating, maintaining, and removing all such pipe, fittings, pumps, diversion devices, and all earthwork including excavation, removal, imported material, backfill, compaction, pipe restoration required to bypass live sewers, and all incidentals necessary for doing all the work required, complete and in place.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
32	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to provide the services for post-construction pipeline CCTV inspection including shall include CCTV inspection, review of CCTV videos, submittal of CCTV videos and logs, coordination with the CITY, and all incidentals necessary for doing all the work required, complete and in place.	1,270	LF	\$ <u>5</u>	\$ <u>6,350</u>
33	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to repair any pipe defects identified in the 8-inch gravity main installed in McFadden Avenue as part of Phase 1 (between SSMH #1 and MH 1588 per the Drawings), including excavation, removal, imported material, backfill, compaction, replacement pipe segments, fittings, lining and appurtenances, and all incidentals necessary for doing all the work required, complete and in place. (Allowance)	----	DLR	\$ ----	\$15,000.00
34	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to construct the 6" vent line influent line between wet well and valve vault and electrical junction box inside valve vault and electrical junction box for the future air scrubber.	1	LS	\$ <u>75,000</u>	\$ <u>75,000</u>
35	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to perform aesthetics vinyl wrap for the electrical cabinets and enclosures including but not limited to cleaning and surface preparation, vinyl wraps, finishers and all incidentals necessary for doing all the work required, complete and in place. (Allowance)	----	DLR	\$ ----	\$7,500.00

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
36	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to to construct the PVC storm drains (8" force main and 18" gravity main). The work includes but is not limited to: survey; PVC storm pipe construction; ductile iron restrained fittings with 8 mil green polyethylene wrap; connection to existing storm force main; connection to discharge manhole; double sweep cleanout; pavement removal and disposal; trenching; disposal of native soils; imported bedding; imported backfill; temporary paving; compaction; pressure testing; storm force main abandonment; storm manhole removal and all required appurtenant work complete and in place. The work also includes landscaping restoration (grass, trees, irrigation system etc.) and pavement restoration (street, sidewalk, curb and gutter etc.) for the areas affected by the park storm pipeline construction.	1	LS	\$ <u>75,000</u>	\$ <u>75,000</u>

TOTAL BID ITEMS 1 THRU 36 FOR MCFADDEN SEWER PUMP STATION REPLACEMENT PROJECT	\$ <u>4,495,550</u>
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Total Amount of Base Bid in Writing:
<u>FOUR MILLION FOUR HUNDRED NINETY FIVE THOUSAND FIVE</u>
<u>HUNDRED FIFTY</u>

Note:
Refer to Section 01025, Measurement and Payment for description of each Item on Bid Schedule. Refer to Section 01025 Measurement and Payment for additional details.

All extensions of unit process will be subject to verification by Owner. In case verification is required between the unit price and the extension, the unit price will govern. The Owner reserves the right to reject any or all proposals and bid items.

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

<i>Bid Item(s)</i>	<i>Name and Address of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR PWC Registration #</i>	<i>Dollar Amount</i>	<i>% of Contract</i>
29B	All American Asphalt P.O. Box 2229 Corona, CA 92878	267073	A	1000001051	120,708	2%
22,23 24,25	Big Bear Electric 644 W Fairway Blvd #6 Big Bear City, CA 92314	972582	C-10 C-7	1000002330	224,494	6%
14,27	LNA Concrete Structures 15455 Tern Street Chino Hills, CA 91709	611949	A	1000007129	48,609	1%
7 8	Condon Johnson Associates 480 Roland Way Oakland, CA 94621	300068	A C-57 C-61	1000004463	831,768	23%

By submission of this proposal, the Bidder certifies:

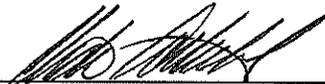
1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into and bonds furnished by subcontractor for this project.

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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 1/20/25 at South El Monte, CA
Date *City* *State*

Vido Artukovich, being first duly sworn, deposes and says that he or she is Vido Artukovich & Son, Inc, the party making the foregoing bid that the bid is not made in the interest of, or on the 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, or 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 fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Vido Artukovich & Son, Inc/Vidmar, Inc A JV
Name of Bidder


Signature of Bidder

11155 Rush Street
South El Monte, CA 91733
Address of Bidder

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF HUNTINGTON BEACH, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **MCFADDEN SEWER LIFT STATION REPLACEMENT PHASE 2**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Vido Artukovich & Son, Inc/Vidmar, Inc A JV
Contractor

By 

Managing Partner
Title

Date: 11/20/2025

SECTION C

PROPOSAL

for the construction of

MCFADDEN SEWER LIFT STATION REPLACEMENT PHASE 2

CC No. 1610

in the

CITY OF HUNTINGTON BEACH

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF HUNTINGTON BEACH:

In compliance with the Notice Inviting Electronic Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Huntington Beach. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Huntington Beach, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 200 working days, starting from the date of the Notice to Proceed.

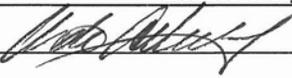
BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth 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 AGENCY of the guaranty accompanying this proposal.

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 AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will readvertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find bidder's bond in the amount of 10% of which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Electronic Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond for ___% ", as the case may be) Any standard Surety Bid Bond form is acceptable.

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	11/7/2025	

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Per Plans and Specifications, furnish all labor, material and equipment to mobilize, demobilize, and provide cleanup of construction site: provide all bonds, insurance, and obtain all permits.	1	LS	\$ <u>250,000</u>	\$ <u>250,000</u>
2	Per Plans and Specifications, furnish all labor, material and equipment to conduct construction survey and staking of the construction site.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
3	Per Plans and Specifications, furnish all labor, materials, and equipment as required to implement Construction Traffic and Pedestrian Control Plans to provide public convenience, safety and traffic control; including warning signs, high level warning devices, delineators, regulatory signs, barricades, and recessed trench plate bridging throughout the project. Traffic Control Plans were prepared by the Design Engineer and are provided in the Construction Drawings.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>
4	Per Plans and Specifications, furnish all labor, materials and equipment to pothole and locate horizontal and vertical positions of all existing utilities in the vicinity of the work. Prepare a report and submit it to the City a minimum of four 1 week prior to start of construction to allow revisions to current design.	6	EA	\$ <u>3,000</u>	\$ <u>18,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
5	Per Plans and Specifications, furnish all labor, materials, and equipment as required, develop, design, and implement trench and excavation safety measures for shallow excavations, consisting of sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches, pump station excavation, valve vault excavation, and other miscellaneous open excavations; and protection of all adjacent structures in conformance with applicable safety orders. The work includes preparation of shoring plans and calculations by a California registered structural engineer incorporating the requirements of the dewatering plan, and recommendations contained in the geotechnical study performed by the Contractor.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>
6	Per Plans and Specifications, develop a Dewatering Plan prepared by a California Registered Geotechnical Engineer for shallow excavations, incorporating the requirements of the shoring plan and any additional geotechnical information developed by the Contractor. The work includes: obtaining NPDES permit from the Regional Water Quality Control Board, well drilling and destruction permits from Orange County Health Department, field testing required for the design of the dewatering system, implementation of the dewatering program, and removal of the dewatering system, including monitoring wells, when no longer needed.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
7	Per Plans and Specifications, furnish all labor materials and equipment necessary to implement deep soil mixing (DSM) as a soil stabilization and dewatering measure for deep excavations as described in the AESCO Report. Work under this item will include the design of the shoring systems by a California Registered Structural Engineer with experience in designing successful shoring systems for similar projects with DSM implementation, utilizing the geotechnical findings presented in the AESCO Report and in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California.	1	LS	\$ <u>1,300,000</u>	\$ <u>1,300,000</u>
8	Per Plans and Specifications, develop Storm Water Pollution Prevention Plan (SWPPP) furnish all labor, materials, and equipment as required to install and maintain all BMP's identified in the approved SWPPP throughout the duration of construction. At the completion of construction, all BMP's shall be removed by the CONTRACTOR, and the site and all facilities restored to their original condition.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
9	Per Plans and Specifications, implement a site monitoring program to evaluate groundwater, settlement, and vibration in accordance with the recommendations contained in the Contractor's Geotechnical Investigation Report for construction of the lift station sewers, wet well and valve vault.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Per Plans and Specifications, furnish all labor materials and equipment necessary for sitework demolition and preparation for the new pump station site and the legal disposal of all removed materials. The work includes, but is not limited to: demolition, removal, and disposal of pavement, curb, gutter, sidewalk, conduits, wires, irrigation piping, and pull boxes; documentation of pre-construction site conditions; and all other appurtenant work required.	1	LS	\$ <u>200,000</u>	\$ <u>200,000</u>
11	Per Plans and Specifications, furnish all labor materials and equipment necessary to abandon the existing gravity sewer, force main, and manhole. The work includes, but is not limited to: cement slurry; asphalt concrete paving, curb, gutter, and sidewalk removal and restoration; plugging of existing manholes; removal of existing manhole, channel modification in existing discharge manhole (MH 1588) in McFadden Avenue; fill with sand and reconstruct surface; and all other appurtenant work required.	1	LS	\$ <u>50,000</u>	\$ <u>50,000</u>
12	Per Plans and Specifications, furnish all labor, material and equipment necessary, to construct 4-foot diameter polymer concrete sewer manhole and composite frame and cover. The work includes, but is not limited to: rechannelization of existing MH 1633;; Sancon rehabilitation of MH 1633; composite manhole frame and cover; connections to new and existing sanitary sewers; and all appurtenant work required.	1	LS	\$ <u>12,000</u>	\$ <u>12,000</u>
13	Per Plans and Specifications, furnish all labor, materials and equipment necessary, to construct 8-inch diameter VCP sewer in Dawson Lane.	64	LF	\$ <u>2,200</u>	\$ <u>140,800</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
14	Per Plans and Specifications, furnish all labor, materials and equipment necessary to construct reinforced concrete, Studliner HDPE lined wet well with H-20 rated 316 stainless steel lockable access hatch with fiberglass safety rack, access manway, exterior waterproofing and all other required appurtenances. The precast concrete wet well will be CITY-furnished.	1	LS	\$ <u>300,000</u>	\$ <u>300,000</u>
15	Per Plans and Specifications, furnish all labor, materials and equipment necessary to construct reinforced concrete valve vault, with H-20 rated aluminum 2-door lockable access hatch, 316 stainless steel ladders, sump, exterior waterproofing, and all other required appurtenances. The precast concrete valve vault will be CITY-furnished.	1	LS	\$ <u>300,000</u>	\$ <u>300,000</u>
16	Per Plans and Specifications, Furnish all labor, materials and equipment necessary and Install Wet Well Mechanical Equipment, including 5 HP, 117 gpm recessed impeller slide-rail submersible pumps and motors; 316 stainless steel discharge elbows; 4-inch 316 stainless steel discharge piping, fittings and support brackets; 316 stainless steel slide-rail system, guide brackets, lifting chain and bails; 316 stainless steel cable racks, level transducer stilling well; duckbill check valve; and all other required appurtenances. Pumps and some appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>175,000</u>	\$ <u>175,000</u>
17	Per Plans and Specifications, furnish all labor, materials and equipment necessary and Install Valve Vault Mechanical Equipment, including pipe, valves, fittings, couplings, electromagnetic flow meter, insulating flanges, flexible expansion joint with joint bonding and sacrificial anodes, 316 stainless steel pipe supports, bypass connection, ladder up device and all other required appurtenances. Some parts and appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>175,000</u>	\$ <u>175,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
18	Per Plans and Specifications, furnish all labor, materials and equipment necessary to construct piping between the wet well and valve vault, and construct miscellaneous pipe, including all fittings; buried insulating flange kits and test stations; flexible expansion joint with joint bonding; 6-inch, 316 stainless steel pipe; 3-inch, PVC pipe; excavation; imported backfill; compaction; and all required appurtenances. Some parts and appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>
19	Per Plans and Specifications, furnish all labor, materials and equipment necessary, and construct 6-inch AWWA C900 DR 14 PVC sewer force main, including all fittings; thrust blocks, cathodic protection; connection to discharge manhole; and Sancon rehabilitation of MH 1588. Some parts and appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>
20	Per Plans and Specifications, furnish all labor, materials and equipment necessary to coordinating with SCG to install gas meter and activate the gas service, and constructing the gas service connection between the new SCG meter on the outside of the generator enclosure and the emergency generator..	1	LS	\$ <u>10,000</u>	\$ <u>10,000</u>
21	Per Plans and Specifications, furnish all labor, materials, and equipment necessary and install 30 kW natural gas fuel emergency generator set in a sound attenuated enclosure, including all conduits, wires, pipes, fittings, valves, controls, reinforced concrete base, 2-inch tape wrapped steel pipe from the meter service meter to the generator, 8' CMU enclosure with wall spikes, and all appurtenances. Generator and some appurtenances will be CITY-furnished per Appendix L.	1	LS	\$ <u>45,000</u>	\$ <u>45,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
22	Per Plans and Specifications, furnish all labor, materials, equipment necessary to furnish and install site electrical and instrumentation systems; including conductors, raceway, switches, lights, receptacles, level transducers, float switches, and all required appurtenances. Some electrical components and parts will be CITY-furnished per Appendix L.	1	LS	\$ <u>300,000</u>	\$ <u>300,000</u>
23	Per Plans and Specifications, furnish all labor, materials and equipment necessary and install 316 stainless steel, NEMA 4X transfer switch enclosure, including automatic transfer switch with manual bypass, double throw manual transfer switch, portable generator receptacle; coordination with SCE to provide electrical service to site; 4-inch conduit with pull-rope for SCE conductor; 100 amp main switchboard; concrete pads for electrical equipment; and all required appurtenances; complete and in place, with all required appurtenances. Some electrical components and parts will be CITY-furnished per Appendix L.	1	LS	\$ <u>25,000</u>	\$ <u>25,000</u>
24	Per Plans and Specifications, furnish all labor, materials and equipment necessary and install pump control panel and PLC panel and appurtenances, as well as mounting those panels to a reinforced concrete base. Some electrical components and parts will be CITY-furnished per Appendix L.	1	LS	\$ <u>30,000</u>	\$ <u>30,000</u>
25	Per Plans and Specifications, furnish all labor, material and equipment necessary, and conduct lift station start up and testing to full satisfaction of the City of Huntington Beach.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
26	Per Plans and Specifications, furnish all labor, materials and equipment necessary, and demolish existing City of Huntington Beach McFadden Sewer Lift Station, including removal, handling, and proper disposal of lead-based paint; removal and proper disposal of all equipment within the existing Lift Station; coordination and removal of SCE service meter, main disconnect, and manual transfer switch, and delivery of salvaged equipment to City Yard; cleaning, lining, and rechanneling of the wet well; removal of the top 8-feet of the dry well structure; backfilling of remaining dry well with Class 100-E-100 slurry; re-channelizing and interior coating of an existing influent manhole; filling of existing to be abandoned pipes with low strength slurry mix; backfilling of the excavation with approved materials; and all appurtenant work.	1	LS	\$ <u>200,000</u>	\$ <u>200,000</u>
27	Per Plans and Specifications furnish all labor, materials and equipment necessary, to restore and construct concrete curb, gutter, driveway, local depressions, sidewalk, and ramps to pre-construction condition, and construction of new concrete pad around the wet well, valve vault, and meter vault.	1,310	SF	\$ <u>50</u>	\$ <u>65,500</u>
28	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to restore and construct the landscape and irrigation system as directed by the City Inspector, the installation of 36-gallon trees, and the installation of shrubs along Dawson Lane for screening, and raising an existing storm manhole to new finished grade.	1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
29A	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to remove and full depth replace existing disturbed aggregate base (AB), sawcut remove and full depth replace existing disturbed asphalt concrete (AC), within the Dawson Lane and McFadden Ave (6" AC over 10" AB). Work also includes removal and replacement of all impacted pavement and curb markings, striping, and adjustment of existing boxes, manholes, valve cans to grade, in Dawson Lane and McFadden Avenue.	780	SF	\$ <u>15</u>	\$ <u>11,700</u>
29B	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to provide a 2-inch asphalt cement grind, and provide a 2-inch asphalt cement cap within the Dawson Lane, McFadden Ave, and North Greer Park parking lot. Work also includes removal and replacement of all impacted pavement and curb markings, striping, and adjustment of existing boxes, manholes, valve cans to grade, in Dawson Lane and McFadden Avenue.	47,900	SF	\$ <u>3</u>	\$ <u>143,700</u>
30	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to provide the services of a California Registered Professional Land Surveyor, with experience in all elements of the project, for the replacement of survey monuments.	1	LS	\$ <u>15,000</u>	\$ <u>15,000</u>
31	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to provide the services for sewer flow bypass plan preparation, furnishing, operating, maintaining, and removing all such pipe, fittings, pumps, diversion devices, and all earthwork including excavation, removal, imported material, backfill, compaction, pipe restoration required to bypass live sewers, and all incidentals necessary for doing all the work required, complete and in place.	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
32	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to provide the services for post-construction pipeline CCTV inspection including shall include CCTV inspection, review of CCTV videos, submittal of CCTV videos and logs, coordination with the CITY, and all incidentals necessary for doing all the work required, complete and in place.	1,270	LF	\$ <u>5</u>	\$ <u>6,350</u>
33	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to repair any pipe defects identified in the 8-inch gravity main installed in McFadden Avenue as part of Phase 1 (between SSMH #1 and MH 1588 per the Drawings), including excavation, removal, imported material, backfill, compaction, replacement pipe segments, fittings, lining and appurtenances, and all incidentals necessary for doing all the work required, complete and in place. (Allowance)	----	DLR	\$ ----	\$15,000.00
34	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to construct the 6" vent line influent line between wet well and valve vault and electrical junction box inside valve vault and electrical junction box for the future air scrubber.	1	LS	\$ <u>75,000</u>	\$ <u>75,000</u>
35	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to perform aesthetics vinyl wrap for the electrical cabinets and enclosures including but not limited to cleaning and surface preparation, vinyl wraps, finishers and all incidentals necessary for doing all the work required, complete and in place. (Allowance)	----	DLR	\$ ----	\$7,500.00

SCHEDULE A
BID SCHEDULE (CC-1610)
MCFADDEN SEWER LIFT STATION REPLACEMENT PROJECT
PHASE 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
36	Per Plans and Specifications, furnish all labor, materials, and equipment necessary to to construct the PVC storm drains (8" force main and 18" gravity main). The work includes but is not limited to: survey; PVC storm pipe construction; ductile iron restrained fittings with 8 mil green polyethylene wrap; connection to existing storm force main; connection to discharge manhole; double sweep cleanout; pavement removal and disposal; trenching; disposal of native soils; imported bedding; imported backfill; temporary paving; compaction; pressure testing; storm force main abandonment; storm manhole removal and all required appurtenant work complete and in place. The work also includes landscaping restoration (grass, trees, irrigation system etc.) and pavement restoration (street, sidewalk, curb and gutter etc.) for the areas affected by the park storm pipeline construction.	1	LS	\$ <u>75,000</u>	\$ <u>75,000</u>

TOTAL BID ITEMS 1 THRU 36 FOR MCFADDEN SEWER PUMP STATION REPLACEMENT PROJECT	\$ <u>4,495,550</u>
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<p>Total Amount of Base Bid in Writing:</p> <p style="font-size: 1.2em; font-family: cursive;">FOUR MILLION FOUR HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED FIFTY</p>

Note:

Refer to Section 01025, Measurement and Payment for description of each Item on Bid Schedule. Refer to Section 01025 Measurement and Payment for additional details.

All extensions of unit process will be subject to verification by Owner. In case verification is required between the unit price and the extension, the unit price will govern. The Owner reserves the right to reject any or all proposals and bid items.

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

<i>Bid Item(s)</i>	<i>Name and Address of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR PWC Registration #</i>	<i>Dollar Amount</i>	<i>% of Contract</i>
29B	All American Asphalt P.O. Box 2229 Corona, CA 92878	267073	A	1000001051	120,708	2%
22,23 24,25	Big Bear Electric 644 W Fairway Blvd #6 Big Bear City, CA 92314	972582	C-10 C-7	1000002330	224,494	6%
14,27	LNA Concrete Structures 15455 Tern Street Chino Hills, CA 91709	611949	A	1000007129	48,609	11%
7 0	Condon Johnson Associates 480 Roland Way Oakland, CA 94621	300068	A C-57 C-61	1000004463	831,768	23%

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into and bonds furnished by subcontractor for this project.

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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 1/20/25 at South El Monte, CA
Date *City* *State*

Vido Artukovich, being first duly sworn, deposes and says that he or she is Managing Partner of Vido Artukovich & Son, Inc/Vidmar, Inc A JV the party making the foregoing bid that the bid is not made in the interest of, or on the 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, or 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 fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Vido Artukovich & Son, Inc/Vidmar, Inc A JV

Name of Bidder



Signature of Bidder

11155 Rush Street
South El Monte, CA 91733

Address of Bidder

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF HUNTINGTON BEACH, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **MCFADDEN SEWER LIFT STATION REPLACEMENT PHASE 2**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Vido Artukovich & Son, Inc/Vidmar, Inc A JV
Contractor

By 

Managing Partner
Title

Date: 11/20/2025

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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.

Vido Artukovich & Son, Inc/Vidmar, Inc A JV
Contractor


By _____

Managing Partner
Title

Date: 11/20/2025

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

<u>Vido Artukovich & Son, Inc/Vidmar, Inc A JV</u>		
Bidder Name		
<u>11155 Rush Street,</u>		
Business Address		
<u>South El Monte, South El Monte, CA 91733</u>		
City,	State	Zip
<u>(626) 444-4286</u>	<u>info@artukovich.com</u>	
Telephone Number		Email Address
<u>726231 A</u>		
State Contractor's License No. and Class		
<u>8/14/1996</u>		
Original Date Issued		
<u>8/31/2026</u>		
Expiration Date		

The work site was inspected by Anthony Artukovich of our office on 10/29/2025, 2025.

The following are persons, firms, and corporations having a principal interest in this proposal:

<u>Vido Artukovich - Managing Partner</u>	
<u>Vido Artukovich & Son, Inc - Joint Venturer</u>	
<u>Vidmar, Inc - Joint Venturer</u>	

The undersigned is prepared to satisfy the Council of the City of Huntington Beach of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

<u>Vido Artukovich & Son, Inc/Vidmar, Inc A JV</u>	
Company Name	
	
Signature of Bidder	
<u>Vido Artukovich</u>	
Printed or Typed Signature	

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 Los Angeles

On November 20, 2025 before me, Guadalupe Marie Nava / Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Viclo Artukovich
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 Guadalupe Marie Nava
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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Bidder's Project History (GENERAL CONTRACTOR)

For the purposes of this project, the bidder shall provide project history of at least three similar public work projects within the past five years, specifically referencing the construction of sanitary sewer lift stations, including concrete wet wells and valve vaults installation with deep excavation in high groundwater conditions, and construction of sewer force mains and gravity sewer pipelines in the public right of way. Contractor shall possess a valid A- General Engineering License. Bidders are encouraged to submit supplemental relevant project history in addition to the projects listed herein.

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past five years:

1. Public Agency Name: City of Huntington Beach
Public Agency Address: 2000 Main Street, Huntington Beach, CA 92648
Project Manager Name: Lili Hernandez Phone Number: 714 536-5921
Contract Amount: \$4,405,361 Date Completed: 9/25/2025
Type of Work: Humboldt Sewer Lift Station Replacement Project
Project Description: Furnish and install 8" PVC gravity sewer, 4" PVC force main and Sewer Lift Station with all appurtenance

2. Public Agency Name: City of Los Angeles Department of Public Works
Public Agency Address: 1149 S. Broadway, Suite 700, Los Angeles, CA 90015
Project Manager Name: Robert Garcia Phone Number: 626 272-3957
Contract Amount: \$24,220,196 Date Completed: 10/15/2021
Type of Work: NOS 12 (Ave 19 and Humboldt St) SZC13696
Project Description: Repair/Replace 48" concrete sewer with fiberglass liner, including 65' wet well, sheet pile shoring system, 40MGD and 23MGD by-pass system adjacent to high voltage and railroad in public right-of-way.

3. Public Agency Name: City of Malibu
Public Agency Address: 23825 Stuart Ranch Road, Malibu, CA 90265
Project Manager Name: Rob DuBoux Phone Number: 310 456-2489 x339
Contract Amount: \$20,451,881 Date Completed: 9/30/2018
Type of Work: Civic Center WTF Phase 1, Pipelines and Pump Stations
Project Description: Furnish and install 21,200lf open cut 4" to 14" HDPE, 13,706lf reclaimed water line, 2 sewer lift stations with wet well excavation, 3,907' 24" to 42" bore and jack steel casing with all appurtenance and tie in to treatment plant

Bidder's Critical Staff (GENERAL CONTRACTOR)

Listed below are the names of the bidders proposed Construction Project Manager, and Superintendent. For each of these critical positions, please list at **least three projects for which the critical staff has performed similar work within the last five years**. These projects do not have to be under the employment of the bidder of this project. Bidders are encouraged submit supplemental relevant project history in addition to the projects listed herein.

1. Name of Proposed Construction Project Manager: Vido Artukovich
Phone Number: 626 444-4286
- A) Project Name: VanNess Water Wells Transmission Main
Contract Amount: \$14,740,450 Date Completed: 7/18/2024
Project Description: Furnish and install 14,077lf 24", 4,530lf 12", CML&C, 69lf 32" steel casing w/jack and bore, 6ea butterfly valves, 2lea air vacs, 7 blow-offs and all appurtenance
- B) Project Name: NOS Unit 12 (Ave 19 and Humboldt) SZC13696
Contract Amount: \$21,652,450 Date Completed: 9/30/2020
Project Description: Repair/Rēplace 48" concrete sewer with fiberglass liner, including 65' wet well, sheet pile shoring system, 40MGD and 23MGD by-pass system adjacent to railroad and high voltage power lines
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Contract Amount: \$20,451,881 Date Completed: 9/30/2018
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2. Name of Proposed Superintendent: Mark Artukovich
Phone Number: 626 444-4286
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Contract Amount: \$4,405,361 Date Completed: 9/25/2025
Project Description: Furnish and install 8" PVC gravity sewer, 4" PVC force main and sewer lift station with all appurtenance
- B) Project Name: Civic Center WTF Phase 1, Pipelines and Pump Stations
Contract Amount: \$20,451,881 Date Completed: 9/30/2018
Project Description: Furnish and install 21,200lf open cut 4" to 14" HDPE 13,706lf reclaimed water line, 2 sewer lift stations with wet well excavation and tie-in to treatment plant.
- C) Project Name: Phase 2 RTM - Segment B&C
Contract Amount: \$11,490,484 Date Completed: 10/31/2019
Project Description: Furnish and install 10,00lf 30", 4,863lf 42", 1,536lf 24" CML&C, 1,690lf ductile iron water main, 309lf 48" micro-tunnel with all appurtenance

Bidder's Project History (DEEP SOIL MIXING QUALIFICATIONS)

For the purposes of this project, the bidder shall provide project history of at least three similar public works projects within the past ten years. Each project shall reference 1) DSM excavation support to depths of approximately 20 feet or greater in high/artesian groundwater conditions, and 2) successful completion of DSM work for public works projects of similar size and complexity. The DSM Subcontractor shall hold a valid California contractor's license appropriate for deep soil mixing and excavation support. **Contractor shall possess a valid A- General Engineering and California C-61/D-30 – Pile Driving and Pressure Foundation Jacking.** Bidders are encouraged to submit supplemental relevant project history in addition to the projects listed herein.

Listed below are the names, address and telephone numbers for **three public agencies** for which the bidder has performed similar work within the **past ten years**:

1. Public Agency Name: Municipality of Anchorage

Public Agency Address: 1980 Anchorage Port Rd, Anchorage, AK 99501

Project Manager Name: Manson Construction Co. Phone Number: 206-762-0850

Contract Amount: \$24,494,228 Date Completed: October 2023

Type of Work: DSM

Project Description: CJA installed 940 each, 6-ft in diameter DSM columns by drilling 22,400 lineal feet and mixing 16,400-cy of in-situ soils. CJA predrilled 13,200-ft of pilot holes through the overlying DSM treated soils; and installed 434 each, 6-ft in diameter JG columns by drilling 14,000 lineal feet and jetting 14,600-cy of in-situ soils

2. Public Agency Name: Sanitation District of Los Angeles County

Public Agency Address: 1955 Workman Mill Road, Whittier, CA 90601

Project Manager Name: Steve P. Rados Phone Number: 714-412-9290

Contract Amount: \$4,680,870 Date Completed: 2015

Type of Work: Soil mix shoring, internal bracing, jet grout bottom seal, tiedowns

Project Description: Design and installation of shoring system and test program. Test program consisted of 7 jet grout columns to verify parameters, confirmed via coring, 1 soil mix panel, 7 soil anchors and 3 tie downs, confirmed by tension test. Shoring system consisted of: Deep Soil Mixing utilizing triple axis tool to install 3 foot diameter columns along the perimeter to proposed excavation to a treatment depth of 54 feet, Installation of W27x129 piles 4 foot on center, Installation of a 16 foot thick bottom seal plug, installed from surface to a depth of 58 feet, Installation of 153 soil anchors, 1-1/4" diameter and 47'-6" length, to tie the jet grout bottom seal to the ground to resist hydrostatic uplift, installed from surface to a depth of 90.5 feet, Installation of W36x300 walers and 36 inch diameter pipe struts for internal bracing, and Installation and stressing of 117 tie downs, 1" diameter and 16 ft length, to tie the mat slab to the jet grout slab, installed inside the excavated pit.

3. Public Agency Name: City of San Diego

Public Agency Address: 9192 Topaz Way, San Diego, CA 92123

Project Manager Name: Flatiron West, Inc. Phone Number: 707-400-4498

Contract Amount: \$12,199,489 Date Completed: February 2023

Type of Work: Soil mix, shoring, internal bracing, jet grout bottom seal

Project Description: Construction of temporary shaft shoring with internal bracing by installation of 124 ea, 41 ft and 55 ft deep, triple axis 3-ft diameter soil mixing columns with soldier beams. 484 ea, 8 ft diameter, 42 ft and 55 ft deep, bottom seal jet grout columns and, 198 ea, 70 ft to 95 ft drill length tie-downs. Construct 280 ea, 60 ft and 196 ea 55 ft deep stone columns

Bidder's Critical Staff (DEEP SOIL MIXING QUALIFICATIONS)

Listed below are the names of the bidders proposed Construction Project Manager, and Superintendent. For each of these critical positions, please list at **least three projects for which the critical staff has performed similar work within the last ten years.** These projects do not have to be under the employment of the bidder of this project. Bidders are encouraged submit supplemental relevant project history in addition to the projects listed herein.

3. Name of Proposed Construction Project Manager: Gabriel Carvajal
Phone Number: 858-860-4869
- A) Project Name: Morena Pump Station
Contract Amount: \$12,199,489 Date Completed: February 2023
Project Description: Please see project #3 description on C-12
- B) Project Name: Long Beach Main Pumping Plant #1334
Contract Amount: \$4,680,870 Date Completed: 2015
Project Description: Please see project #2 description on C-12
- C) Project Name: Villas Mission San Luis Rey
Contract Amount: \$2,033,507 Date Completed: November 2021
Project Description: Installation of 278-ea. design-build deep soil mixing single axis 5-ft diameter columns, depths ranging from 52 to 72 ft; total volume 13,026 cy. Cantilevered permanent shoring consisting of 47 soldier piles with 1,896 sf timber lagging.
4. Name of Proposed Superintendent: James Renalde
Phone Number: 619-846-7491
- A) Project Name: Morena Pump Station
Contract Amount: \$12,199,489 Date Completed: February 2023
Project Description: Please see project #3 description on C-12
- B) Project Name: Long Beach Main Pumping Plant #1334
Contract Amount: \$4,680,870 Date Completed: 2015
Project Description: Please see project #2 description on C-12
- C) Project Name: Skechers 2901
Contract Amount: \$6,779,514 Date Completed: December 2021
Project Description: Design assist triple and single axis 36" diameter DSM temporary shoring cutoff wall for 4 level subterranean structure. 46,438 sf wall area, tiedback and internally braced. One each 60" diameter by 75' cased shaft for drywell installation.

**CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT
OF INDUSTRIAL RELATIONS (DIR) CERTIFICATE**

Pursuant to SB 854 (citing Labor Code Section 1771.1(a)), passed by the California State Senate on June 20, 2014, established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis (each July 1 through June 30 state fiscal year) with the California Department of Industrial Relations (DIR). Currently the annual non-refundable registration fee for Contractors is \$400. Each contractor to whom a public works contract has been awarded shall sign the following certificate.

DIR FACT SHEET on SB 854

<https://www.dir.ca.gov/public-works/PublicWorksSB854.html>

DIR's Contractor Registration Link – Call (844) 522-6734

<https://www.dir.ca.gov/public-works/contractor-registration.html>

DIR's Contractor Registration searchable database:

<https://cadir.secure.force.com/ContractorSearch>

I am aware and will comply with the provisions of Labor Code Section 1771.1(a) which states:

“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 furthermore will comply by providing proof of registration with DIR as the primary contractor, as well as for ALL subcontractors at the time of submitting the bid.

Vido Artukovich & Son, Inc/Vidmar, Inc A JV
Contractor


By

info@artukovich.com
Email

Managing Partner
Title

Date: 11/20/2025

PWC Registration #: 1000004168

Customer Account Lookup

PWCR

1000004168

Contractor Status

DIR, Approved

CSLB

796231

Business Phone

6264444286

Ext

Registration Start Date

2024-07-01

Crafts

General Engineering

Legal Entity Name

VIDO ARTUKOVICH AND SON INC VIDMAR INC A

Doing Business As (DBA)

Vido Artukovich & Son, Inc-Vidmar, Inc. A JV

Business Structure

Joint Venture

President

Vido Artukovich

Email

info@artukovich.com

Registration End Date

2026-06-30

Address

Mailing Address

11155 Rush Street

Mailing Address - City

South El Monte

Mailing Address - State

CA

Mailing Address - Zip

91733

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

[Registration Dates](#) 9

Customer Account Lookup

PWCR

1000001051

Contractor Status

DIR Approved

CSLB

267073

Business Phone

951-736-7600

Ext

Registration Start Date

2023-07-01

Crafts

Operating Engineer Laborer and Related Classifications Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)
Cement Mason

Legal Entity Name

ALL AMERICAN ASPHALT

Doing Business As (DBA)

All American Asphalt

Business Structure

Corporation - S corp

President

Mark Luer

Email

publicworks@allamericanasphalt.com

Registration End Date

2026-06-30

Address

Mailing Address

400 E SIXTH ST

Mailing Address - City

CORONA

Mailing Address - State

CA

Mailing Address - Zip

92879

Mailing Address - Country

US

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates **8**

Customer Account Lookup

PWCR

1000002330

Contractor Status

DIR Approved

CSLB

Business Phone

8008082837

Ext

Registration Start Date

2024-07-01

Crafts

Electrician

Legal Entity Name

BIG BEAR ELECTRIC INC

Doing Business As (DBA)

BIG BEAR ELECTRIC

Business Structure

-- None --

President

John Simonsen

Email

julie@bigbearelectric.biz

Registration End Date

2027-06-30

Address

Mailing Address

644 W FAIRWAY BLVD, STE #6

Mailing Address - City

BIG BEAR CITY

Mailing Address - State

CA

Mailing Address - Zip

92314

Mailing Address - Country

USA

Physical Address

PO BOX 3001

Physical Address - City

BIG BEAR CITY

Physical Address - State

CA

Physical Address - Zip

92314

Physical Address - Country

Related Lists

Registration Dates **11**

Customer Account Lookup

PWCR

1000007129

Contractor Status

DIR Approved

CSLB

611949

Business Phone

909-393-1493

Ext

Registration Start Date

2025-06-30

Crafts

Carpenter Carpenter and Related Trades Cement Mason Bricklayer Laborer and Related Classifications

Legal Entity Name

L N A CONCRETE STRUCTURES INC

Doing Business As (DBA)

LNA CONCRETE STRUCTURES INC

Business Structure

Corporation - S corp

President

HELIODORO GARCIA

Email

LNALOLO@AOL.COM

Registration End Date

2027-06-30

Address

Mailing Address

15455 TERN STREET

Mailing Address - City

CHINO HILLS

Mailing Address - State

CA

Mailing Address - Zip

91709

Mailing Address - Country

USA

Physical Address

PO BOX 58

Physical Address - City

CHINO HILLS

Physical Address - State

CA

Physical Address - Zip

91709

Physical Address - Country

USA

Related Lists

Registration Dates 9

Customer Account Lookup

PWCR

1000004443

Contractor Status

DIR Approved

CSLB

300068

Business Phone

5106362100

Ext

Registration Start Date

2024-07-01

Crafts

General Engineering

Legal Entity Name

Condon-Johnson & Associates, Inc.

Doing Business As (DBA)

Condon-Johnson & Associates, Inc.

Business Structure

Corporation - S corp

President

James Johnson

Email

jlingad@condon-johnson.com

Registration End Date

2027-06-30

Address

Mailing Address

480 Roland Way, Suite 200

Mailing Address - City

Oakland

Mailing Address - State

Default

Mailing Address - Zip

94621

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

[Registration Dates](#) 9

ADDENDUM NUMBER ONE

For
**McFADDEN SEWER LIFT STATION
REPLACEMENT PROJECT (PHASE 2)
CC 1610**

November 7, 2025

Notice to All Bidders:

Please note the following clarifications to the Project Plans, Specifications, and Special Provisions.

- 1) **Plans: Drawing C-03, Sheet 7 of 35 – Sewer/Wet Well/Valve Vault Plan and Profiles**
 - a. Revised Construction Note #9 to the following:
NEW PRECAST CONCRETE WET WELL (FURNISHED BY CITY) AND VALVE VAULT (PROCURED BY CONTRACTOR). SEE GENERAL NOTES 4, 5 & 6. FOR DIMENSIONS, REFER TO THE PROFILE ON THIS SHEET, AND SHEETS M-02 AND M-03.
- 2) **Specifications: Appendix L – City Material List**
 - a. Removed Item B (Bid Item #15 – Precast Vault Material) in its entirety. The 7'4"x12'3"x7'7" Pre-Cast Concrete Valve Vault has been removed from the City-Furnished Material List.
 - b. Removed Item J (Bid Item #21 – Generator Permit) in its entirety. Contractor shall obtain a SCAQMD permit to operate and construct the natural gas generator per Specification Section 01025 Part 1.25.
 - c. Revised Item M (Bid Item #24 - Installation of Pump Control Panel & PLC Panel). Removed reference to "Big Bear Electric" for the City-furnished items for Bid Item #24. Contractor may secure a qualified electrical contractor of their choice to perform the task outlined in Bid Item 24 of Specification Section 01025, along with any other electrical work within the project scope.
- 3) **Specifications: Section 01025 – Measurement and Payment**
 - a. Removed Part 1.19.B in its entirety. The 7'4"x12'3"x7'7" Pre-Cast Concrete Valve Vault has been removed from the City-Furnished Material List.
- 4) **Specifications: Section 02702 – Precast Concrete Vaults and Wet Wells**
 - a. Added the following to the end of Part 1.1.A: The CONTRACTOR shall furnish a new precast concrete valve vault per these specification and the subsurface conditions outlined in the AESCO Report (Appendix K).
 - b. Modified Part 1.7.A to remove references to the valve vault.
 - c. Replaced Part 2.1.A with the following: The precast concrete wet well is CITY-furnished, while the precast concrete valve vault shall be furnished by the CONTRACTOR. In the event that the precast wet well is deemed unsuitable for use upon the CONTRACTOR's inspection, the CONTRACTOR shall procure a new vault in accordance with the subsequent criteria outline in Sections 2.1 and 2.2.
 - d. Replaced Part 2.1.F.1 with the following: In accordance with the AESCO Report included with these specifications as Appendix K.

ADDENDUM NUMBER ONE

For
McFADDEN SEWER LIFT STATION
REPLACEMENT PROJECT (PHASE 2)
CC 1610

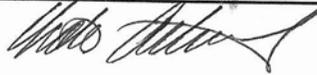
November 7, 2025

This is to acknowledge receipt and review of Addendum Number One, dated November 7, 2025.

Vido Artukovich & Son, Inc/Vidmar, Inc A JV

Company Name

By



11/7/2025

Date

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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.

Vido Artukovich & Son, Inc/Vidmar, Inc A JV
Contractor


By _____

Managing Partner
Title

Date: 11/20/2025

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 Los Angeles }

On November 20, 2025 before me, Guadalupe Marie Nava / Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Viclo Artukovich
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 Guadalupe Marie Nava
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: _____

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Listed below are the names, address and telephone numbers for **three public agencies** for which the bidder has performed similar work within the past **five years**:

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Public Agency Address: 1149 S. Broadway, Suite 700, Los Angeles, CA 90015
Project Manager Name: Robert Garcia Phone Number: 626 272-3957
Contract Amount: \$24,220,196 Date Completed: 10/15/2021
Type of Work: NOS 12 (Ave 19 and Humboldt St) SZC13696
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Public Agency Address: 23825 Stuart Ranch Road, Malibu, CA 90265
Project Manager Name: Rob DuBoux Phone Number: 310 456-2489 x339
Contract Amount: \$20,451,881 Date Completed: 9/30/2018
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Phone Number: 626 444-4286
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- B) Project Name: NOS Unit 12 (Ave 19 and Humboldt) SZC13696
Contract Amount: \$21,652,450 Date Completed: 9/30/2020
Project Description: Repair/Replace 48" concrete sewer with fiberglass liner, including 65' wet well, sheet pile shoring system, 40MGD and 23MGD by-pass system adjacent to railroad and high voltage power lines
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Contract Amount: \$20,451,881 Date Completed: 9/30/2018
Project Description: Furnish and install 21,200lf open cut 4" to 14" HDPE 13,706lf reclaimed water line, 2 sewer lift stations with wet well excavation and tie-in to treatment plant
2. Name of Proposed Superintendent: Mark Artukovich
Phone Number: 626 444-4286
- A) Project Name: Humboldt Sewer Lift Station Replacement Project
Contract Amount: \$4,405,361 Date Completed: 9/25/2025
Project Description: Furnish and install 8" PVC gravity sewer, 4" PVC force main and sewer lift station with all appurtenance
- B) Project Name: Civic Center WTF Phase 1, Pipelines and Pump Stations
Contract Amount: \$20,451,881 Date Completed: 9/30/2018
Project Description: Furnish and install 21,200lf open cut 4" to 14" HDPE 13,706lf reclaimed water line, 2 sewer lift stations with wet well excavation and tie-in to treatment plant.
- C) Project Name: Phase 2 RTM - Segment B&C
Contract Amount: \$11,490,484 Date Completed: 10/31/2019
Project Description: Furnish and install 10,001f 30", 4,863lf 42", 1,536lf 24" CML&C, 1,690lf ductile iron water main, 309lf 48" micro-tunnel with all appurtenance