

**REQUIREMENTS CONTRACT**  
**CITY OF FRESNO, CALIFORNIA**  
**FURNISH & INSTALL**

THIS CONTRACT is made and entered into by and between CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and **West Valley Construction Company, Inc.**, a California corporation, (hereinafter referred to as "Contractor") as follows:

Contract Documents. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: **WC00095 Rebid Requirements Contract to Furnish and Install Polyethylene Water Service Replacements. Bid File (12300617)**

copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

1. Price and Work. For the estimated monetary consideration of **One Million Five Hundred Twenty-Nine Thousand Five Hundred and 0/100 Cents (\$1,529,500.00)**, as set forth in the award and Bid Proposal pricing, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer," and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

2. Payment. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from City.

3. Indemnification. To the furthest extent allowed by law including California Civil Code Section 2782, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

4. Trench Shoring Detailed Plan. Contractor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

5. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the California 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 work of this Contract and will make my subcontractors aware of this provision.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

West Valley Construction Company,  
Inc. a California corporation

By: 

Name: PATRICK MILLER  
(Type or print written signature.)

Title: ASSISTANT VICE PRESIDENT  
(If corporation or LLC, Board Chair,  
Pres. or Vice Pres.)

Dated: 3/24/23

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Type or print written signature.)

Title: \_\_\_\_\_  
(If corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

Dated: \_\_\_\_\_

CITY OF FRESNO,  
a California municipal corporation

By: 

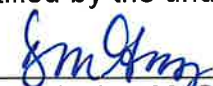
Kelly Yost, PE  
Department of Public Works

Dated: 4/20/2023

ATTEST:  
TODD STERMER, CMC, MMC  
City Clerk

By:  4-20-2023  
Deputy

No signature of City Attorney required.  
Standard Document #FIN-S F&I RC/08-05-  
13 has been used without modification as  
certified by the undersigned.

By:   
Debra McGary  
Department of Public Works

City address:

City of Fresno  
Const. Mgmt.  
1721 Van Ness Ave  
Fresno, CA 93721

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )

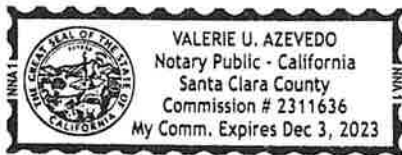
On March 24, 2023 before me, Valerie U. Azevedo, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Patrick Miller  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Valerie U. Azevedo*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_