



City of Montague Regular City Council

230 S. 13th Street, Montague, CA 96064 Ph. (530) 459-3030 Fax: (530) 459-3523

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.

CITY OF MONTAGUE SPECIAL MEETING AGENDA

AUGUST 28, 2023

6:30 P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

- **In-person** at: **Montague City Council Chambers, 230 S. 13th St.**
- **Online** via Zoom at: <https://us02web.zoom.us/j/6722621496?pwd=STQxMG94em1CejZwbCthNmNmNem1Tdz09>
- **Telephone** at: 1(669)444-9171, When prompted, enter **Meeting ID: 672 262 1496 Passcode: *89335983 *9 to Raise Hand *6 to unmute**

AGENDA PACKET: Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection 72 hours before each regularly scheduled meeting at the City Clerk's office at City Hall, located at 230 S. 13th Street, Montague, California, during normal business hours. Any writing that is subject to disclosure that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at the City Clerk's office during normal business hours. Materials distributed to a majority of councilmembers less than 72 hours before a meeting will be available for public inspection on the City's website at www.cityofmontagueca.com.

SPEAKERS: Speakers, please stand at the podium and speak loudly so the entire room can hear you. The chairman will recognize you and ask that you state your name and mailing address so that the City Staff can follow up on any issues requiring City action, or provide you with information, if appropriate.

Please silence your cell phones. Thank you!

CITY COUNCIL AGENDA:

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PLEDGE OF ALLIGIANCE:**
- IV. PUBLIC COMMENTS:** "As a special meeting, public participation is limited only to those items listed on the agent. If your comments are not related to a matter listed on this agenda, please address the City Council at the next regular meeting. The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time."
- V. AGENDA APPROVAL:**
- VI. CONSENT CALENDAR:** Discussion/possible action - All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion, or a member of the audience wishes to comment on an item. The City Clerk recommends approval of the following consent calendar items:
- VII. NEW BUSINESS:**
 1. Award of contract to M. Peters Inc. in the amount of \$87,160.00 for the Sixth Street Project:
 2. Public Employee Performance Evaluation/ Continuation of Employment:
(Gov. Code 54962)
One Position
Pool Coordinator



VIII. ADJOURN:

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a publicly accessible place, 72 hours in advance of the meeting.

Public Hearings: If you wish to challenge in court any of the matters on an agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing. Any person seeking to challenge a Planning Commission decision made as a result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the Planning Commission, shall be required to commence that action 90 days following the date on which the decision becomes final as provided in Code of Civil Procedure Section 1094.6. Please refer to Code of Civil Procedure 1094.6 to determine how to calculate when a decision becomes "final."

CHALLENGING DECISIONS OF CITY ENTITIES The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of Montague is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing. If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Montague, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

The City of Montague does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability, or any other legally protected classes in employment or provision of services. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 459-3030 or by notifying the Clerk at clerk@cityofmontagueca.com



**AFFIDAVIT OF NOTIFICATION AND POSTING
STATE OF CALIFORNIA
COUNTY OF SISKIYOU
CITY OF MONTAGUE**

I, Jessie Monday, City Clerk for the City of Montague, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the Regular City Council of the City of Montague, California, was delivered and/or notice by email not less than 72 hours, before the hour of 5:30 PM on August 31, 2023 to the members of the City Council, caused the agenda to be posted at the bulletin board found at City Hall, 230 S. 13th Street, Montague CA, and a copy to be place for review at the Office of the City Clerk.

POSTED: August 31, 2023 @ 12:00 PM



E & S Engineers & Surveyors, Inc.

Civil Engineers & Land Surveyors
eandsengineersandsurveyors.com

329 West Miner Street
Yreka CA 96097
530.842.6813
530-842.6645 (Fax)
jose@teameands.com

August 22, 2023

City of Montague
230 South 13th Street
Montague, CA 96064

Re: City of Montague – South 6th Street Rehabilitation Project - Award of Contract

Ladies and Gentlemen:

This is to advise you that I have verified the unit price extensions and reviewed the bids received Tuesday, August 22, 2023 for the South 6th Street Rehabilitation Project. I have also checked the low bid contractor's DIR registration and contractor status and it appears they are all clear for performing the work.

We recommend the Contract be awarded to the lowest responsive bidder, M. Peters, Inc. of Montague, California, for all of the work included in the Bid Schedule in the amount of **\$87,160.00**.

We will need to send duplicate originals of the contract forms to the Contractor. The Contractor should provide the signed contract and bond(s) to the City within 14 calendar days.

A copy of the Notice of Award and Contract Agreement are attached, for your use.

Respectfully submitted,

Jose M. Hernandez Estrada, P.E. C90911
City Engineer

SUMMARY OF BIDS RECEIVED

CITY OF MONTAGUE - S. 6TH STREET REHABILITATION PROJECT

Date: August 22, 2023

Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate	M. Peters, Inc. Montague, CA	Sunrise Excavating Redding, CA	Darren Taylor Construction Anderson, CA
A1	Mobilization	1	Lump Sum	Unit Price \$10,000.00	Unit Price \$4,000.00	Unit Price \$12,000.00	Unit Price \$19,000.00
A2	Construction Site Management	1	Lump Sum	Total Item Amount \$2,000.00	Total Item Amount \$2,500.00	Total Item Amount \$2,800.00	Total Item Amount \$5,000.00
A3	Traffic Control	1	Lump Sum	\$8,000.00	\$2,500.00	\$6,000.00	\$10,000.00
A4	Pulverize, Re-Grade, Compact	1	Lump Sum	\$30,000.00	\$25,000.00	\$25,300.00	\$50,000.00
A5	Hot Mix Asphalt	211	Tons	\$200.00	\$240.00	\$241.70	\$241.00
A6	Thermoplastic Pavement Markings	112	Sq. Ft.	\$34.00	\$22.50	\$22.30	\$61.68
Total Bid Schedule				Total = \$96,008.00	Total = \$87,160.00	Total = \$99,596.30	Total = \$141,759.16
					Low Bid	2nd Low	3rd Low

CITY OF MONTAGUE- S. 6TH STREET REHABILITATION PROJECT
CONTRACT DOCUMENTS PART B: DIVISION 1: NOTICE OF AWARD

NOTICE OF AWARD

TO: M. Peters, Inc
631 S. 11th Street
Montague, Ca 96064

FOR: Construction of: **S. 6TH STREET REHABILITATION PROJECT**

Your Bidder's Proposal dated August 22, 2023 for construction of the above-named Project, for the prices set forth in the Bid Schedule of said Proposal, in the total amount of **\$87,160.00 (DOLLARS).**

You are required by the Instructions to Bidders to execute the Agreement (Contract Forms in Part B, Division 2 of these Contract Documents), and to furnish the required Performance and Payment Bonds and Certificates of Insurance, all within Fourteen (14) calendar days from the date of mailing of this Notice.

If you fail to execute the Agreement and to furnish said BONDS within Fourteen (14) days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND or such other BID SECURITY as you have provided. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 2023.

The CITY OF MONTAGUE
OWNER

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2023.

By _____

Title _____

CITY OF MONTAGUE – S. 6TH STREET REHABILITATION PROJECT
CONTRACT DOCUMENTS PART B: DIVISION 2: CONTRACT FORMS

THIS **AGREEMENT** is made this _____ day of _____, 2023, by and between the **CITY OF MONTAGUE**, Siskiyou County, California, (OWNER), and M. Peters, Inc (CONTRACTOR)

WITNESSETH:

WHEREAS, Contract Documents for the **S. 6TH STREET REHABILITATION PROJECT** were submitted to competitive bidding by action of the **CITY OF MONTAGUE** on August 22, 2023 and

WHEREAS, the proposal of M. Peters, Inc, 631 S. 11th Street, Montague, CA 96064. was accepted by the City Council and the Contract was awarded to same by action of the City Council on August 28, 2023.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1: WORK

The Contractor shall furnish and pay all costs, including sales tax and all other applicable taxes and fees, of all the necessary materials not furnished by the Owner, and shall furnish and pay for all superintendence, labor, plant, tools, equipment, and transportation, and perform all work required for the construction of all items accepted by the Owner in strict accordance with the Contract Documents.

2: COMPLETION OF WORK

The Contractor shall commence the work covered by this Contract within a period of fourteen (14) calendar days after the date on which the Notice to Proceed is issued by the Owner and shall complete the same within a period of Thirty (30) calendar days after the date of said Notice unless the time for completion is extended as provided for in the Contract Documents.

It is agreed that in case all work is not completed within the time set forth herein, damage will be sustained by the Owner, and it is impracticable and extremely difficult to ascertain and determine the amount of damages which the Owner will sustain in such event; and it is therefore agreed that the Contractor shall pay to the Owner the sum of One Thousand Dollars (\$1,000.00) for each and every calendar days delay in finishing the work, beyond the time prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that the Owner may deduct the amount thereof from any monies due or that may come due under the contract.

It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the Owner, by action of the City Council shall have the right to increase the time or not, as may seem best to serve the interest of the Owner, and if they decide to increase the said time, they shall further have the right to charge to the Contractor, his heirs, assigns, or sureties and to deduct from the final payment for the work, in addition to the liquidated damages set forth above, all or any part, as they may deem proper, of the actual cost of engineering, inspection, superintendence, and other expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not

CITY OF MONTAGUE – S. 6TH STREET REHABILITATION PROJECT
CONTRACT DOCUMENTS PART B: DIVISION 2: CONTRACT FORMS

be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God, acts of a public enemy, acts of Owner, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and inability to get materials ordered by the Contractor or subcontractor from the material man within ten (10) calendar days of the signing of this Contract, or delays of a subcontractor due to such causes; provided, that the Contractor shall notify the Owner in writing of the causes of the delay within ten (10) days from the beginning of any such delay, and the Owner shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

If the Contractor is delayed by reason of alterations made in these Contract Documents, or by any act of the Owner not contemplated by the Contract, the time of completion shall be extended proportionately and the Contractor shall be relieved during the period of such extension of any claim for liquidated damages, engineering, or inspection charges or other penalties. The Contractor shall have no claim for any other compensation for any such delay.

3: LABOR

To conform strictly to the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of the State of California. To forfeit as a penalty to the Owner the sum of TWENTY-FIVE AND NO/100 (\$25.00) DOLLARS for each laborer, workman, or mechanic employed by the Contractor or by any subcontractor under him in the execution of this Contract, for each calendar day during which any laborer, workman, or mechanic is required or permitted to work more than eight (8) hours in violation of the provisions of Sections 1770 to 1861 of the Labor Code of the State of California.

To conform to the provisions of the Contract Work Hours and Safety Standards Act, which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

4: FORFEITURES

That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this Contract.

5: PREFERENCE FOR MATERIALS

To comply with the provisions of Sections 4300 to 4334, inclusive, of the Government Code of California, prescribing preference for materials to be used.

6: BONDS

To comply with the provisions of Chapter 3, Division 5 of Title 1 of the Government Code of California and to the requirements contained in the Contract Documents for this Project for furnishing Performance and Payment Bond(s):

PERFORMANCE AND PAYMENT BONDS

The Contractor shall, within Fourteen (14) days after the mailing of the Notice of Award, and before the commencement of any operations hereunder, execute this Construction Contract and furnish the Owner with a performance and payment bond or bonds. The bond covering performance shall be in the amount of 100 percent of the Contract Price and conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract. The bond covering payment shall be labor and materials bond in the amount of 100 percent of the Contract Price and conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials to be used in the performance of the Work. (A combination Performance and Payment Bond, if submitted instead of separate bonds, shall be in the amount of 100 percent of the Contract Price). Such bond(s) shall also run in favor of any other person or entities required by law and shall be in the form(s) required by applicable statutes, if any, and acceptable to Owner. The Bond(s) shall be executed by the Contractor and by a corporate surety acceptable to Owner and licensed to transact such business in the State of California. Evidence of authority of an Attorney-in-Fact acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The expense of such bond(s) shall be borne by the Contractor. If at any time a surety on such bond(s) becomes irresponsible or loses its right to do business in the aforementioned State, the Owner may require another surety, which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

7: ALTERATIONS, EXTRA WORK, CHANGES

Alterations, Extra Work, and Changes are defined in the General Conditions, and will only be recognized if made as prescribed therein, and will only be paid for as provided therein.

8: INDEMNITY

Contractor agrees to indemnify, protect, and hold harmless the City of Montague, the State of California, the Engineer as named in these Contract Documents, and each of their officers, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work under this Contract, provided that such losses or damages are not proximately caused by the negligence or willful misconduct of any person indemnified hereunder. Negligence or willful misconduct by any one person indemnified hereunder shall not relieve the Contractor from protecting all other parties indemnified hereunder.

9: INSURANCE

Contractor agrees to obtain and to carry in force throughout the Contract Time, Comprehensive General Liability Insurance, Workmen's Compensation Insurance, and other Insurance Coverage(s) as set out in the General and Supplementary Conditions.

10: CONDITIONS NOT MUTUALLY DEPENDENT

It is expressly understood and agreed by and between the parties hereto that waiver of any of the conditions of this Contract shall not be considered a waiver of any of the other conditions thereof.

CITY OF MONTAGUE – S. 6TH STREET REHABILITATION PROJECT
CONTRACT DOCUMENTS PART B: DIVISION 2: CONTRACT FORMS

11: PAYMENT

The Owner agrees to pay the Contractor for the Work herein contemplated in the manner and amounts set forth in these Contract Documents, at the rates and for the prices set forth in the Proposal for the Work submitted by the Contractor dated August 22, 2023. Subject to additions, alterations, and deductions as provided for in said General and Supplementary Conditions, the Basic Contract Price is the amount of the Total Base Bid Price:

Eighty Seven Thousand One Hundred Sixty Dollars.

\$87,160.00

12: TIME OF THE ESSENCE

It is further understood and agreed by and between the parties hereto that time is of the essence of this Contract in all respects.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

OWNER: CITY OF MONTAGUE

By _____

(SEAL)

Type Name _____

Title _____

ATTEST:

Type Name _____

Title _____

CONTRACTOR: _____

By _____

Type Name _____

Title _____

Employer Identification Number _____