

CONTRACT  
CITY OF FRESNO, CALIFORNIA  
PUBLIC WORK OF IMPROVEMENT

THIS CONTRACT is made and entered into by and between CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and MGS CONSTRUCTION (hereinafter referred to as "Contractor") as follows:

1. 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: CH DOORS (Bid File No. 41312) 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.

2. Price and Work. For the monetary consideration of ONE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED EIGHTY FOUR DOLLARS AND TWENTY CENTS (\$115,784.20), as set forth in the Bid Proposal, 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Claims and Disputes (a) The Contractor and Owner shall make good faith efforts to resolve any and all Claims and disputes in a timely manner that may from time to time arise during Contractor's performance of the Work. Claims, including those alleging an error or omission shall be directed to the Owner's Construction Manager for action.

It shall be a condition precedent to Claims review by the Public Works Director or his/her designated representative and the Contractor/ Owner as to all such matters arising prior to the date final payment is due, that a formal decision on all Contractor Claims be made by the Construction Manager. It shall be a condition precedent that the Contractor appeal any disputed Claim to the Public Works Director. It shall be a condition precedent that the Contractor mediate any disputed Claim through non-binding mediation. as provided herein, Unless mutually waived in writing by both parties, these provisions apply regardless of 1) whether such matters relate to execution and progress of the Work, or 2) the extent to which the Work has been completed.

Notice of Intent to Claim by Contractor must be made within 72 hours after occurrence of the event giving rise to such Claim, or within 72 hours after the claimant first discovers or should have reasonably discovered the condition giving rise to the Claim, whichever is later. Notice of Intent to Claim and Claims must be made by written notice.

At all times during the course of the dispute the Contractor shall continue with the Work as directed, in a diligent manner and without delay, or shall conform to the Owner's decision or order, and shall be governed by all applicable provisions of the Contract. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in the Contract, if this should become necessary. In the event of any disputed Claims between the City and Contractor, the City may withhold from the final payment an amount not to exceed 100% of the disputed amount.

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.

MGS CONSTRUCTION

By: 

Name: Diane Sanders  
(Type or print written signature.)

Title: President

Dated: 6-22-15

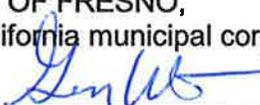
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

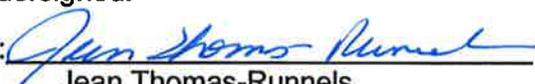
CITY OF FRESNO,  
a California municipal corporation

By: 

Gary Watahira,  
Purchasing Manager  
Department of Finance

Dated: ~~6~~ 7/3/15

No signature of City Attorney required. Standard Document #FIN 6.0 has been used without modification, as certified by the undersigned.

By: 

Jean Thomas-Runnels,  
Senior Buyer  
Department of Finance

City address:

City of Fresno  
Attention: Jean Thomas-Runnels,  
Senior Buyer  
2600 Fresno St. Room 2156  
Fresno, CA 93721

# Purchase Order

0000069286

Dispatch via Print

## City of Fresno

Purchasing Division  
2600 Fresno Street Room 2156  
Fresno CA 93721-3622  
(559)621-1332 FAX: (559)488-1069

Vendor: 0000049354  
MGS CONSTRUCTION SERVICES, INC.  
13230 IONA AVE  
HANFORD CA 93230

Purchase Order	Date	Revision	Page
FRSNO-0000069286	06/17/2015		1
Payment Terms	Freight Terms	Ship Via	
N30	FOB Destination	Best Way	
Buyer	Phone	Currency	
Jean Thomas-Runnels		USD	

Ship To: Facilities Management Division  
2101 G Street, Bldg. A  
Fresno CA 93706

Bill To: Facilities Management Division  
2101 G Street, Bldg. A  
Fresno CA 93706

Fax: 559/380-2701

Replenishment Option: Standard

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Bid on the City Hall Entrance Doors project.	115,784.20	EA	1.00	115,784.20	06/17/2015

Schedule Total 115,784.20

Item Total 115,784.20

Requesting Purchase Order for a bid on the City Hall Entrance Doors project.

This Purchase Order constitutes a contract and a Notice to Proceed in support of an Invitation to Bid # 41312

Total PO Amount 115,784.20

Date: 2/15 By: [Signature]  
 Fax: Div. \_\_\_\_\_ Vendor: \_\_\_\_\_  
 E-Mail: Div. \_\_\_\_\_ Vendor: \_\_\_\_\_  
 Mail: Div. \_\_\_\_\_ Vendor: \_\_\_\_\_

- ALL DELIVERIES MUST BE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED ABOVE.
- PACKING LIST MUST ACCOMPANY ALL MERCHANDISE DELIVERED ON THIS ORDER.
- CITY OF FRESNO RESERVES THE RIGHT TO CANCEL THIS ORDER IF GOODS NOT SHIPPED AS DIRECTED.
- IF THIS PRODUCT CONTAINS ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE STATE OF CALIFORNIA DIRECTOR OF INDUSTRIAL RELATIONS, A MATERIAL SAFETY DATA SHEET MUST ACCOMPANY DELIVERY.
- PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAYMENT AND DELIVERY CORRESPONDANCE.

Authorized Signature

[Signature]