KERN COUNTY / Public Works

Joshua Champlin, P.E.
DIRECTOR OF PUBLIC WORKS

November 17, 2026

Ref: Contract No. 26027

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

CONTRACT NO. 26027, REQUEST TO IDENTIFY APPARENT LOW, RESPONSIVE, AND RESPONSIBLE BID AND APPROVE RAILROAD TIE CULVERT REPLACEMENTS ON BENA ROAD (S.D. #2)

(Fiscal Impact: $369,085; Local (Road Fund); Budgeted; Discretionary)

Attached is the list of bidders for subject project. This Department has reviewed the bids received, which were opened on October 28, 2026, and the apparent low bidder was MAC General Engineering, Inc., in the amount of $369,085. The contract documents for the above-referenced project are on file and can be viewed at the Public Works office. Sufficient funds have been budgeted for this project. County Counsel has approved the contract as to form.

The work to be performed consists, in general, of road reconstruction, grading of slopes, and removal of existing cattle crossings. The redwood from cattle crossing will be salvaged and reclaimed.

Therefore, IT IS RECOMMENDED that your Board identify the apparent low, responsive, and responsible bid, approve the contract, authorize the Director of Public Works or designee to sign, and authorize the Public Works Department to release all other bid guarantees.

Sincerely,

Joshua Champlin
Director

JC:JD:SM:nc
K:\Administration\Board\2026\11 - November\11-17-2026\A&HR_Contract 26027_Identify&Approve\A&HR_Contract 26027_Identify&Approve.odt
Attachments
cc: CAO, County Counsel, Contract File, Construction File
MAC General Engineering, Inc., P.O. BOX 178, Exeter, CA 93221

Public Works Department

County of Kern, State of California

AGREEMENT FOR CONSTRUCTION

THIS AGREEMENT, is made and entered into on November 17, 2026, by and between MAC General Engineering, Inc. whose place of business is located at P.O. BOX 178, Exeter, CA 93221 (**Contractor**), and the COUNTY OF KERN (hereinafter **County**), acting under and by virtue of the authority vested in County by the laws of the State of California.

WHEREAS, County, awarded to Contractor the following Contract:

CONTRACT NUMBER 26027

RAILROAD TIE CULVERT REPLACEMENTS ON BENA ROAD

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

1. **SCOPE OF WORK OF THE CONTRACT**
   - a. **Work of the Contract**
     - i. Contractor shall complete all work specified in the Contract Documents, in accordance with the notice to bidders, plans, specifications, special provisions, this Agreement, and all other terms and conditions of contract documents.
   - b. **Price for Completion of the Work**
     - i. County shall pay Contractor the following amount $ 369,085 (original contract price) for completion of work in accordance with contract documents as set forth in Contractor's Bid, attached hereto.
     - ii. The original contract price includes all allowances (if any).

     [ATTACH BID]
2. **COMMENCEMENT AND COMPLETION OF WORK; LIQUIDATED DAMAGES**
   - a. **Commencement of Work and Contract Time**
     - i. This contract has a delayed start. Contractor's working days shall begin on **March 08, 2027**. Contractor shall begin work within 15 calendar days after the date working days begin and shall diligently prosecute the same to completion by the time set forth in contract documents.
     - ii. County reserves the right to modify or alter the Commencement Date.
   - b. **Completion of Work**
     - i. Contractor shall achieve contract completion of the entire work within 30 working days from the Commencement Date.
   - c. **Liquidated Damages**
     - i. As liquidated damages for delay Contractor shall pay County $2,000.00 for each calendar day that expires after the time specified herein for Contractor to achieve contract completion of the entire work, until achieved.

ii. Limitations and stipulations regarding liquidated damages are set forth in contract documents.

3. PROJECT REPRESENTATIVES

a. County's Project Manager

i. County has designated **Joshua Champlin** as its Project Manager to act as County's Representative in all matters relating to the contract documents.

ii. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the contract documents on behalf of County, to accept work, and to make decisions or actions binding on County, and shall have sole signature authority on behalf of County.

iii. County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other County Representative.

b. Contractor's Project Manager

i. Contractor has designated _____ as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

c. Design Engineer

i. **Mark Ensminger** furnished the project-specific plans and specifications and shall have the rights assigned to Design Engineer in the Contract Documents.

ii. Design Engineer has designated **Jeff Davis** as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

4. MISCELLANEOUS

a. To induce Owner to enter into this Agreement, Contractor represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Contractor is duly qualified to conduct business in the State of California; that Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

b. Contractor shall not assign any portion of the Contract Documents.

c. It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

d. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

e. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the work of the Contract Documents.

f. In accordance with Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

g. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

h. Electronic and facsimile signatures may be used for all pay estimates and contract change orders, and shall have the same effect as an original signature.

i. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

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IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:
COUNTY OF KERN

By: _____
Public Works Department

_____
(Printed Name)

_____
(Title)

MAC General Engineering, Inc.
Firm's Name

Corporation
Type of Entity (corporation, partnership, individual, etc.)

By: _____
(Signature)

_____
(Typed Name)

APPROVED AS TO FORM:
Office of the County Counsel

By: _____

"COUNTY"

_____
Title of Individual Executing Document on behalf of Firm

By: _____

"Contractor"

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY CONTRACTOR'S STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CA 95814.

END OF AGREEMENT

Date: October 28, 2026
Time: 11:00 A.M.

COUNTY OF KERN
PUBLIC WORKS DEPARTMENT
BID OPENING

Addenda: 1

Budget: $545,688
Contract No: 26027
Name: Railroad Tie Culvert Replacements on Bena Road

Project: the work to be performed consists, in general, road reconstruction, grading of slopes, and removal of existing cattle crossings. The redwood from cattle crossing will be salvaged and reclaimed.

Funding Source: Local (Road Fund)

Rank	Contractor	Base Bid	Alternate #1	Time Received	Bid Bond	Addenda
2	SAZAMA CONSTRUCTION	$ 428,618.00	$ ✓	10:26 AM	✓	✓
3	SYNERGY CONSTRUCTION & DEV CORP	$ 438,298.00	$ ✓	10:33 AM	✓	✓
	GRIFFITH	$ 482,735.00	$ ✓	10:46 AM	✓	✓
1	MAC GENERAL ENGINEERING	$ 369,085.00	$ ✓	10:48 AM	✓	✓
	REMEDIAL TRANSPORTATION SERVICES, INC.	$ 534,518.00	$ ✓	10:51 AM	✓	✓
	PROJECT DEVELOPMENT SOLUTIONS, INC.	$ $497,278.15 ~~497,277.77~~	$ JQ	10:55 AM	✓	
		$	$			
		$	$			
		$	$			
		$	$			