

Agenda Item No. C-5

DATE SUBMITTED 4/30/25
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 5/7/25

COUNCIL ACTION ()
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Approve resolution declaring an emergency for the city hall foundation and authorize repairs				
DEPARTMENT INVOLVED: Public Services				
BACKGROUND/SUMMARY: A 10' x 17' section of the concrete foundation is shifting at city hall, located at 420 S. Imperial Avenue, causing the wall to crack. It requires support to prevent further sinking and/or uplift. Staff attempted to contact foundation specialty contractors and received one proposal from Groundworks California, LLC for structural engineering, installation of piers, leveling the foundation and other repairs to the foundation of City Hall building. City staff will remove and replace the carpet and complete the aesthetic repairs to the wall after the foundation is repaired.				
FISCAL IMPACT: NOT TO EXCEED Funds to cover associated costs will be expended from enterprise funds. Project is in the FY 24-25 Capital Improvement Plan. \$28,300.00	FINANCE INITIALS <u>VMS</u>			
STAFF RECOMMENDATION: approve request	DEPT. INITIALS <u>JMS</u>			
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>ATTM</u>			
MOTION:				
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SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

RESOLUTION NO. 2025-11

RESOLUTION DECLARING AN EMERGENCY, RATIFYNG ACTION TAKEN BY THE CITY MANAGER TO ADDRESS THE EMERGENCY AND AUTHORIZING REPAIR ON AN EMERGENCY BASIS

WHEREAS, the City owns and operates its City Hall in a structure located at 420 South Imperial Avenue; (“City Hall”); and

WHEREAS, City Hall is an old building that formerly housed a juvenile hall facility; and

WHEREAS, on April 4, 2010, City Hall suffered significant damage as a consequence of a magnitude 7.2 earthquake; and

WHEREAS, City Hall was “red-tagged” and not in use for a period of time but was ultimately repaired and determined to be safe for its intended purposes; and

WHEREAS, since its return to service, a portion of City Hall continues to display signs of “settling” causing cracks to appear in the walls; and

WHEREAS, by all accounts there is no evidence of a basis for a concern that a catastrophic failure is imminent, City staff wishes to eliminate further settling by leveling and shoring up the piers supporting that portion of City Hall which has evinced cracks; and

WHEREAS, the above-described conditions constitute an emergency under applicable law, and such emergency would not reasonably permit delays associated with a competitive solicitation for bids, and the actions taken herein were necessary to respond to the emergency; and

WHEREAS, to safeguard the public health and safety, it was necessary to take immediate action to level and shore up piers supporting a portion of City Hall; and

WHEREAS, the City Council wishes to ratify action taken by staff and the City Manager to address the conditions which constitute the emergency; and

WHEREAS, City staff has obtained a quote to address the emergency for \$28,300.00.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.

2. The City Council declares that the public interest and necessity demands the immediate expenditure of public money to safeguard life, health or property, and hereby

ratifies action taken by staff and the City Manager to level and shore up piers supporting City Hall to safeguard life, health or property in accordance with applicable provisions of the Public Contracts Code and without otherwise complying with bid requirements.

3. The City Council authorizes payment to address the emergency in the sum of \$28,300.00.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 7th day of May, 2025.

JAMES TUCKER,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2025-13 was duly adopted at a meeting of the Imperial City Council at its meeting held on the 7th day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, on May 7, 2025.

KRISTINA SHIELDS,
City Clerk



COMMERCIAL CONTRACT

This Commercial Contract along with the terms and conditions and exhibits attached ("Contract") form the contract between Owner and Groundworks California, LLC ("Contractor").

Owner	Owner's Phone (Work or Cell)
City of Imperial (David Dale)	760-355-3336
Project Location	Owner's Email
420 S Imperial Ave Imperial, CA 92251	David_lee5@hotmail.com
Estimator(s)	Date
David Vasquez	4/2/25

I. SCOPE OF WORK

Contractor shall furnish all labor, materials, tools, equipment, supervision, services, permits, scheduling, and coordination necessary to prosecute and complete the work described in **Exhibit A** ("Work"). Contractor shall complete the Work in a workmanlike manner and in accordance with any documents attached to the Contract.

Any work that is not identified in the Contract is excluded, including but not limited to work specifically identified below:

A. Traffic control, underground utilities, asphalt, fencing, trench plating, irrigation lines and landscaping, soft & hard are excluded.

B. Any cost of relocating or repairing any utilities, pipes, ducts, irrigation lines and drainage are excluded.

C. Although reasonable care will be used when underpinning and stabilizing the structure to prevent or minimize damage, damage can occur, and Contractor is not responsible, and will not be liable, for any cost to correct, repair or replace any (1) cracking in the structure, including, but not limited to, any cracking in the foundation, walls, roof, plaster, drywall, stucco, concrete, brick, stone veneer, wood, glass, tile, or fireplace, or (2) doors or windows not functioning properly.



PUSH PIERS:

EagleLIFT, Inc. will hand excavate next to the foundation at each pier location to expose the footing or bottom of grade beam.

Push piers will be placed along the perimeter of the structure where the majority of settlement has occurred, in accordance to approved and permitted project plans.

The hydraulically-driven push piers will be installed individually, using the maximum weight of the structure and surrounding soil to advance each pier, until the target/design driving pressure (load) is reached, or the structure begins to lift, whichever comes first. Pressure gauges will be used during installation to calculate applied force.

After all piers have been installed, all of the piers will be loaded together using hydraulic cylinders. Loading will be controlled at each pier location by opening and closing valves located either at each pier or at a manifold.

Any movement of the structure will be closely monitored and documented during the lift process.

Pressure gauges will be used during the lift process to calculate applied force.

Once the lift has been completed, EagleLIFT, Inc. will inject expanding polyurethane to fill the void created by the lift. By restoring the connection of the soil to the structure through the structural polyurethane, this project will be designed to neither improve nor inhibit seismic or lateral forces.

After the foundation is lifted and stabilized, the excavated soil will be used as backfill to fill the holes and/or trenches. The soil will be placed in 6 to 10-inch thick lifts and manually compacted in place.

Price of piers includes installation to a depth of 30'. Should additional depth be required to reach load-bearing strata, this will be charged at \$35/foot. However, we would not proceed without signed change order from Client.

The number of piers provided on this estimate may change after the engineering evaluation and permitting process.

*Contract may change based upon on the actual conditions noted when work is started. **Assumptions are normal/typical footings with no additions to footings that require additional work. Generally, a normal/typical footing is roughly 18"-36" deep. Additional depths, over pour and other non-standard conditions will be addressed with a change order calculating man hour rates for additional labor. This includes but is not limited to, disconnecting or working around caissons, chipping/removing/prepping additional concrete, deep footings. etc.

Any additional labor outside of the original SCOPE OF WORK will be charged at a rate of \$165 per hour per man

II. SPECIAL INSTRUCTIONS

Contractor shall complete Work under the following conditions:

A. Contractor, its subcontractors, any sub-subcontractors and any other personnel that make up their work force will have access to

☐ temporary restroom facilities, provided by Contractor, at the Project Location that are as close to the area where the Work is being performed as is reasonably possible, such area shall be made readily available by Owner free of charge for the entire time the Work is being performed; or

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☐ restroom facilities at the Project Location adjacent to area where the Work is be performed.

B. Contractor may store materials and equipment at the Project Location in area(s) identified by Contractor.

C. The Work shall generally be performed between 8 a.m. and 5 p.m. on Monday through Friday each week.

D. The Work shall be performed in accordance with applicable federal, state and local laws, statutes, ordinances, codes, rules, and regulations.

E. In the event that Contractor encounters material reasonably believed to contain asbestos, polychlorinated biphenyl or any other hazardous substance ("Hazardous Materials") at the Project Location, Contractor shall immediately stop the Work in the area affected and report the condition to Owner. Contractor shall not be responsible or liable for any costs, delays, damages, claims or suits concerning any Hazardous Materials at the Project Location.

III. SCHEDULE

Contractor shall begin work within a reasonable number of days after issuance of all necessary permits. Contractor shall perform the Work diligently to completion ("Completion Date").

Contractor shall not be responsible or liable for any failure or delay in performing the Work or any obligation under this Contract due to any of the following causes: acts of neglect or omission of Owner or Owner's agents, employees, architects, engineers, contractors, or representatives; changes to the Work directed by Owner; failure of Owner to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of God; war; natural catastrophes; government acts or omissions; changes in laws or regulations; national strikes, lockouts, boycotts, or other labor union activities; fire; flooding; explosion; or other causes beyond Contractor's reasonable control.

Should Contractor be delayed in the prosecution or completion of the Work by the act, neglect, or default of Owner or should Contractor be delayed waiting for materials, if required by this Contract to be furnished by Owner, or by damage caused by fire or other casualty for which Contractor is not responsible, then the time fixed for completion of the Work shall be extended the number of days that Contractor has been delayed.

IV. PAYMENT

Owner will pay the Contractor the sum of \$28,300.00 Dollars for the Work ("Contract Price"), plus or minus any changes in the Contract Price reflected in all Change Orders.

Contractor shall be paid based upon the schedule of payments set forth in **Exhibit B**.

Payment of all amounts retained ("Final Payment") shall be made no later than ten (10) days after the Work, including Change Order work, has been completed by Contractor.

V. CHANGE ORDERS



After execution of this Contract, Owner and Contractor may add to, reduce or omit portions of the Contractor's Scope of Work by Change Order, using the form attached as **Exhibit C**. All such changes must be authorized by written Change Order. Change Orders shall reflect changes to the Work, any necessary changes in the Contract Price, and/or changes in the time for performance, mutually agreed upon by Owner and Contractor prior to Contractor performing the changed work. Change Orders shall become part of this Contract once the written Change Order is signed by Owner and Contractor.

VI. OWNER'S RESPONSIBILITIES

A. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Owner is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Owner may need to add more topsoil at a later date if the excavated area settles. Owner is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.

B. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Dig Alert") to have all public underground utilities located. Owner is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, or services to outbuildings. Owner assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Owner.

C. **Water Seepage.** Owner agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into a basement. Contractor is not responsible for any water seepage into any area, including the basement, and any water seepage is NOT covered by any warranty provided by Contractor.

D. **Access and Personal Property.** Owner shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Owner shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off commercial space from work areas. Owner shall remove or protect personal property, inside and outside of the project, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items.

E. **Representations.** Owner warrants that except as described in the request for service, all electrical, plumbing, HVAC, and restoration services located on the property are in good repair and condition and agrees that Contractor is not responsible or liable for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Owner is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.

F. **Notice and Contractor's Right to Cure.** Owner shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor and is reported during the warranty period listed below, Contractor will begin to repair/correct the problem within thirty (30) days of receipt of written notice, or as soon as reasonably possible, and shall complete the repair/correction in a reasonable time.

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VII. WARRANTIES

There are no oral warranties or representations. There are no warranties except those expressly stated in this Section.

Any warranties provided herein are in effect only after the Work is completed and Owner has paid Contractor the Contract Price. If payment in full is not made by Owner to Contractor, the below warranty is null and void.

Limited Workmanship Warranty. Upon payment in full by Owner to Contractor for the Work, Contractor shall remedy any defects in the Work due to faulty workmanship which occur within one (1) year of completion of the Work. Any and all workmanship warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid.

Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage or damage to the Work caused by Owner's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood, steel or concrete framing systems; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, electrical, plumbing, discharge lines, etc.); (i) damage caused by Hazardous Materials and harmful conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any Hazardous Materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, hillside creep, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; (p) movement or subsidence of the land; and (q) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VIII. INSURANCE

Contractor represents that it maintains insurance as set forth in its Certificate of Insurance which can be made available upon request.

IX. INDEMNITY

With the exception that this Section shall in no event be construed to require indemnification or defense by Owner to a greater extent than permitted by the laws and the public policy in the state of California, Owner agrees to indemnify, defend, and hold harmless Contractor, its officers, members, partners, directors, employees, and subcontractors from all claims, demands, liabilities, and expenses (including attorneys' fees and settlement costs) arising out or resulting from (a) any defective condition that exists prior to the Work, (b) any defective condition that occurs during or after performance of the Work, through no fault of Contractor, and (c) the negligent acts or omissions of Owner, its agents, employees or representatives.

Contractor agrees to indemnify, defend, and hold harmless Owner from all claims, demands, liabilities, and expenses (including attorneys' fees and settlement costs) arising out of or resulting from any injury or damage to persons or



property only to the extent caused by Contractor or its subcontractors in the performance of the Work. Any indemnification hereunder shall be limited to an amount commensurate with Contractor's relative fault.

In the event any portion of this Section conflicts with any existing law or public policy, then the parties desire that this provision be modified consistent with the law to allow for the maximum allowable indemnification and defense for the relevant Contractor Indemnified Parties. In any action, including a declaratory relief action, the court or arbitrator are empowered to strike any portion of this provision that is inconsistent with California law.

X. LIMITATION OF LIABILITY

IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS. THE TOTAL LIABILITY OF CONTRACTOR UNDER ANY CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY OWNER TO CONTRACTOR PURSUANT TO THIS CONTRACT.

XI. DISPUTE RESOLUTION

This Contract shall be construed in accordance with, and governed by, the laws of the state of California. Owner and Contractor agree that the Contract evidences a transaction involving or affecting interstate commerce and that their agreement to arbitrate, including whether an agreement to arbitrate exists, the scope of the agreement to arbitrate, and whether the controversy is subject to the agreement to arbitrate, shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq.

If either party notifies the other of a controversy or dispute, including one regarding the interpretation of, or the rights and obligations of any party, under this Contract, the parties shall first, in good faith, try to resolve such dispute. If there is no resolution within thirty (30) days, then within fifteen (15) calendar days thereafter, the parties shall confer to mutually agree upon and elevate the matter to the next highest level of management within each party, who shall negotiate in good faith to resolve the dispute within ten (10) business days.

Except as decided by the Contractor for certain instances of failure to pay the full amount of the Contract as stated below, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules and the FAA in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>.

Except as decided by Contractor for certain instances of failure to pay the full amount of the Contract as stated below, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single



arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Any award made by the arbitrator shall be in writing and shall be binding on all parties to the arbitration and shall be enforceable to the fullest extent of the law.

EXCEPT AS STATED BELOW, IN MAKING THIS CONTRACT, THE PARTIES WAIVE THEIR RIGHTS TO FILE A LAWSUIT, TO HAVE A JURY RESOLVE ANY DISPUTE BETWEEN THEM, AND TO APPEAL THE DECISION OF THE ARBITRATOR TO A COURT OF LAW.

If payment in full is not made when due, Contractor, at its sole discretion, is entitled to proceed with litigation or arbitration (as outlined above) and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court or arbitrator may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 10% per year or whatever the maximum legally allowable interest, which ever is greater, until all such amounts due and owing, including interest, are paid by Owner to Contractor.

EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.

XII. TERMINATION

If Owner should fail to timely make payment of any monies owed under the Contract, Contractor, after providing ten (10) days written notice to Owner, may, without prejudice to any other remedy, may terminate this Contract, stop all work and Owner shall immediately pay to Contractor all amounts currently owed to Contractor, plus all profit that Contractor would have made had Contractor been completed the Work.

XIII. ASSIGNMENT

This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.

XIV. MISCELLANEOUS

This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.

XV. SIGNATURES

This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by

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facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Owner represents that he/she has authority to act on behalf of Owner described in the Contract.

OWNER

GROUNDWORKS CALIFORNIA, LLC

Owner Signature

Authorized Signature

Owner Name

Authorized Name

Date

Date

Exhibit A

Attach a Copy of the Pre-Construction Contractor's Scope of Work/Accepted Proposal.

Description/Product	QTY	PRICE PER UNIT	Sub Total
Structural Engineering	1	\$4,00.00	\$4,000
Push Piers 0-30' Depth	5	\$2,800.00	\$14,000
GPR Scan	1	\$2,500.00	\$2,500
10' Epoxy Crack Repair	10	\$100.00	\$1,000
Poly Void Fill 0-300 lbs Lump Sum	400	\$12.00	\$4,800
Additional poly to be billed at \$9 per lb	TBD		
Mobilization	1	\$2,000.00	\$2,000
Total			\$28,300

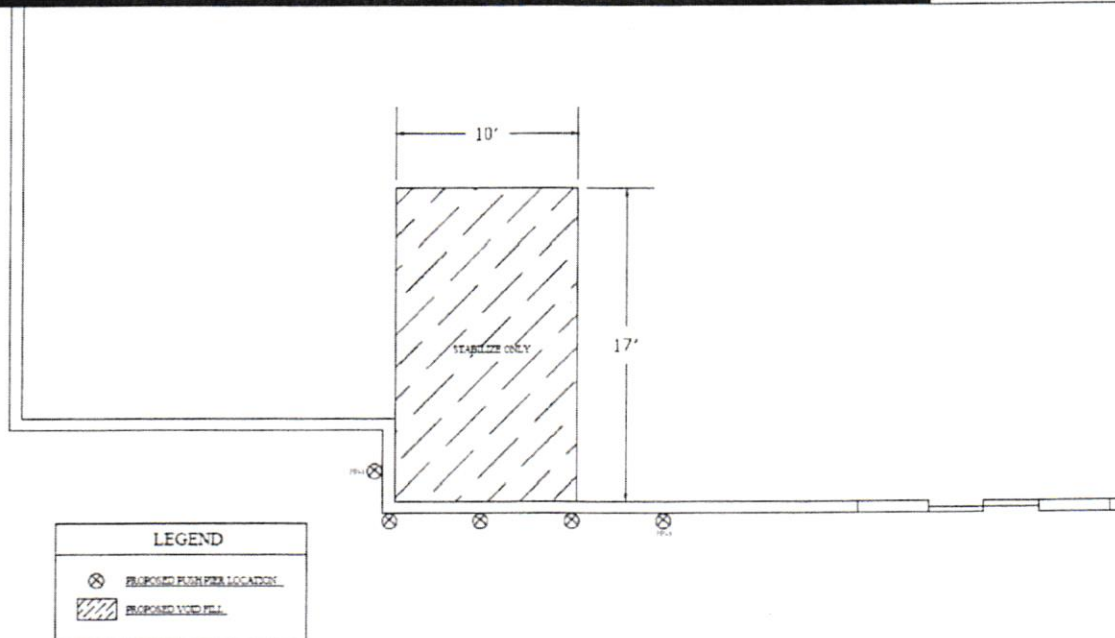




Exhibit B

Payment Schedule

Owner will make payments of the Contract Price of \$28,300.00 to the Contractor as follows:

	Gross
Signing of Contract	\$1,000
Start-up of Work	\$12,967.50
Upon completion of 5 push piers	\$12,967.50
Upon full completion of the Work	\$1,365
TOTAL	\$28,300



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1116054

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 1124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/17/2025 4:12:05 PM

Business Information

GROUNDWORKS CALIFORNIA LLC
2333 COURAGE DRIVE STE C
FAIRFIELD, CA 94533
Business Phone Number: (707) 290-7970

Entity	Ltd Liability
Issue Date	02/05/2024
Expire Date	02/28/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- C-61 / D30 - PILE DRIVING AND PRESSURE FOUNDATION JACKING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with **GREAT MIDWEST INSURANCE COMPANY**.
Bond Number: GM232210
Bond Amount: \$25,000
Effective Date: 11/10/2023

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with **GREAT MIDWEST INSURANCE COMPANY**.
Bond Number: GM232211
Bond Amount: \$100,000
Effective Date: 11/10/2023

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **GM232209** for GARY JAMES TYLER in the amount of **\$25,000** with **GREAT MIDWEST INSURANCE COMPANY**.
Effective Date: 11/10/2023

Workers' Compensation

This license has workers compensation insurance with the **SAFETY NATIONAL CASUALTY CORPORATION**.
Policy Number: LDC4069047
Effective Date: 12/01/2024
Expire Date: 12/01/2025
[Workers' Compensation History](#)

▼ Contractor's License Detail (Personnel List)

Contractor License # 1116054
Contractor Name GROUNDWORKS CALIFORNIA LLC

Click on the person's name to see a more detailed page of information on that person

Licenses Currently Associated With

Name	GARY JAMES TYLER
Title	RME
Association Date	02/05/2024
Classification	B
Additional Classification	There are additional classifications that can be viewed by selecting this link.
Name	MATTHEW ERIC MALONE
Title	MANAGER
Association Date	02/05/2024
Name	STEPHEN WILLIAMS FREY
Title	MEMBER
Association Date	02/05/2024
Name	BOBBY E GREER II
Title	MEMBER
Association Date	02/05/2024
Name	JOHN DAVID THORNTON
Title	MEMBER
Association Date	02/05/2024
Name	BENJAMIN MIXON FLOWERS
Title	MEMBER
Association Date	02/05/2024
Name	JEFFREY G MARTIN
Title	MEMBER
Association Date	02/05/2024

Contractor Registration

NOTIFICATION PAUSING ENFORCEMENT OF PW SYSTEM REQUIREMENTS - 1771.4(a)(3)

This is to notify interested parties that enforcement of contractor registration requirements as well as the requirement to submit electronic certified payroll records (eCPRs) to the Labor Commissioner using DIR's online eCPR system is **temporarily paused for the period of 12 months, which runs from 6/22/2024 through 6/22/2025.**

Awarding Agencies will not be penalized for hiring unregistered contractors nor need to withhold funds due to a contractor's inability to register nor provide eCPRs due to system issues. Additionally, Awarding Bodies and Prime Contractors should not prevent contractors from bidding or working on a Public Works jobs as a result of their inability to register or submit certified payroll due to system issues.

Once the stay of enforcement is lifted, contractors will not be required to retroactively submit eCPRs nor will they be required to retroactively register.

It is important to note that the requirement to submit eCPRs is separate and distinct from the obligation in Labor Code section 1776 which is unaffected by this notice.

The Labor Commissioner recommends that awarding bodies and general contractors consider this announcement in the administration of their public works projects. Specifically, where eCPRs may be unavailable during this time, awarding bodies and general contractors **should** rely on certified payroll records (on forms such as the DIR [Form A-1-131](#)) maintained as required by Labor Code section 1776 to ensure continued compliance with all other public works requirements.

Who Is Eligible to Register?

Contractors must meet the following requirements to register:

- Have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Have Contractors State License Board license if applicable to trade.
- Not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Not be under federal or [state debarment](#).

How can we help you today?

