

## ITEM 4.8

### CITY MANAGER'S REPORT FEBRUARY 14, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:**                                   **AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR THE LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT PS 21-06 AND APPROVE RELATED BUDGET AMENDMENT**

**RECOMMENDATION:**   **Adopt Resolution Awarding a Construction Contract to Dirt Dynasty, Inc. for the Lathrop Road and Harlan Road Intersection Improvements, Capital Improvement Project (CIP) PS 21-06 and Approving Related Budget Amendment**

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#### **SUMMARY:**

The Lathrop Road and Harlan Road Intersection Improvements, Capital Improvement Project (CIP) PS 21-06 (Project) was created to improve the efficiency of vehicular movement and pedestrian safety at and approaching this intersection. The plans and specifications for the construction of the Project were advertised for formal bid on December 21, 2021 in accordance with California Public Contract Code (PCC) and Lathrop Municipal Code (LMC).

A total of two (2) bids were received and opened by City Clerk on January 25, 2022. Based on review and evaluation of the bids, the lowest responsive and responsible bidder was determined to be Dirt Dynasty, Inc. (Dirt Dynasty), with a bid of \$807,000.

Staff requests City Council award a construction contract to Dirt Dynasty for construction of the Project in the amount of \$807,000 plus a 15% construction contingency in the amount of \$121,050 for a total cost not to exceed \$928,050.

On December 14, 2020, the City Council approved the creation of the Project, which included budget funding from the General Fund Streets Reserves in the amount of \$100,000. Additional funding will be needed to cover the construction contract and contingency funding shortfall. Therefore, staff requests City Council approve a budget amendment transferring \$730,000 from the Traffic Mitigation Fund (2250) and \$128,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310).

#### **BACKGROUND:**

The increase in vehicular and pedestrian traffic volumes through this intersection has effected the need for improvements to traffic flow and the expansion of pedestrian facilities.

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**AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR THE**  
**LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP PS**  
**21-06 AND APPROVE RELATED BUDGET AMENDMENT**

On December 14, 2020, City Council approved the creation of the Lathrop Road and Harlan Road Intersection Improvements CIP PS 21-06 to provide needed improvements to the subject intersection and portions of the approaching road segments.

The Project will add one exclusive left turn lane to that existing from northbound Harlan Road onto Lathrop Road, and will extend the left turn lane from eastbound Lathrop Road onto Harlan Road by 90 feet. These improvements will increase the intersection’s traffic handling capacity.

The Project will also increase pedestrian safety by:

- filling the sidewalk gap at the southeast corner of Lathrop Road / Old Harlan Road, from the west side of the Chevron driveway on Lathrop Road to 40 feet south of the south side of the Chevron driveway on Old Harlan Road
- filling the sidewalk gap on the south side of Lathrop Road from Old Harlan Road to the northbound Interstate 5 off ramp
- providing a new crosswalk across Lathrop Road on the east side of its intersection with the northbound Interstate 5 ramps

The Project’s improvements to pedestrian facilities are important because many students walk to Lathrop High School along this segment of Lathrop Road. The Project will also complete the road surfacing, striping and marking improvements surrounding the Harlan Road / Old Harlan Road stop-controlled intersection, and those improvements will also extend south on Harlan Road from Lathrop Road to J Street.

The plans and specifications for the construction of this Project were completed by Public Works staff and advertised on for formal bid December 21, 2020, in accordance with CA PCC 20160 and LMC 2.36.060. A total of two (2) bids were received, both determined to be responsive and responsible. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

<b>Contractor</b>	<b>Total Bid</b>
Dirt Dynasty, Inc.	\$807,000
Soracco, Inc.	\$867,347

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Dirt Dynasty. Staff requests City Council adopt a resolution awarding a construction contract to Dirt Dynasty for the amount of \$807,000. Staff also requests City Council authorize a 15% construction contingency of \$121,050, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$928,050.

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**LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP PS**  
**21-06 AND APPROVE RELATED BUDGET AMENDMENT**

**REASON FOR RECOMMENDATION:**

Many operative elements of this intersection require improvements to continue providing for the efficient movement of traffic. This project will provide numerous improvements to the efficiency and safety of vehicular and pedestrian movement at and approaching this intersection, which are necessary to accommodate the increasing traffic volumes.

**FISCAL IMPACT:**

The proposed construction contract with Dirt Dynasty is for \$807,000. A 15% construction contingency is requested in the amount of \$121,050 for a total cost not to exceed \$928,050.

Funding for this project was included in the FY 21/22 budget; however, sufficient funds were not allocated. Therefore, staff requests City Council approve a budget amendment transferring \$730,000 from the Traffic Mitigation Fund (2250) and \$128,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2250-9900-990-9010		\$730,000
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 21-06	\$730,000
 <u>Increase Appropriation</u>		
3310-8000-420-1200	PS 21-06	\$730,000
 <u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$128,000
 <u>Increase Transfer Out</u>		
1010-9900-990-9010		\$128,000
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 21-06	\$128,000
 <u>Increase Appropriation</u>		
3310-8000-420-1200	PS 21-06	\$128,000

**ATTACHMENTS:**

- A. Resolution Awarding a Construction Contract to Dirt Dynasty, Inc. for the Lathrop Road and Harlan Road Intersection Improvements, Capital Improvement Project (CIP) PS 21-06 and Approving Related Budget Amendment

**FEBRUARY 14, 2022 CITY COUNCIL REGULAR MEETING**

**AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR THE LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP PS 21-06 AND APPROVE RELATED BUDGET AMENDMENT**

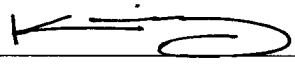
- B. Construction Contract with Dirt Dynasty, Inc. for the Lathrop Road and Harlan Road Intersection Improvements, CIP PS 21-06
  
- C. Project Location Map – Lathrop Road and Harlan Road Intersection Improvements CIP PS 21-06

**CITY MANAGER'S REPORT**  
**FEBRUARY 14, 2022 CITY COUNCIL REGULAR MEETING**  
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**21-06 AND APPROVE RELATED BUDGET AMENDMENT**

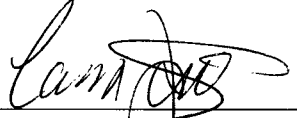
**APPROVALS:**

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

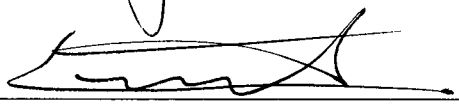
2-2-2022  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director


2/1/2022  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

2/2/22  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

2-2-2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

2.7.22  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR THE LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT (CIP) PS 21-06 AND APPROVING RELATED BUDGET AMENDMENT**

**WHEREAS**, the Lathrop Road and Harlan Road Intersection Improvements, Capital Improvement Project (CIP) PS 21-06 (Project) was created to increase traffic movement efficiency, add a pedestrian crossing facility and fill in sidewalk gaps near this intersection; and

**WHEREAS**, the plans and specifications for this project were developed by Public Works staff and advertised for formal bid on December 21, 2021 in accordance with Public Contract Code Section 20160, and with Lathrop Municipal Code (LMC) Chapter 3.30.060; and

**WHEREAS**, a total of two (2) bids were received and opened by City Clerk on January 25, 2022; and

**WHEREAS**, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Dirt Dynasty, Inc. (Dirt Dynasty) with a bid of \$807,000; and

**WHEREAS**, staff requests the City Council award a construction contract to Dirt Dynasty in the amount of \$807,000; and

**WHEREAS**, staff also requests Council authorize a 15% construction contingency in the amount of \$121,050 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$928,050; and

**WHEREAS**, sufficient funds were not allocated in the adopted FY 21/22 Budget; therefore, staff requests City Council approve a budget amendment transferring \$730,000 from the Traffic Mitigation Fund (2250) and \$128,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2250-9900-990-9010		\$730,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 21-06	\$730,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 21-06	\$730,000

<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$128,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$128,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 21-06	\$128,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 21-06	\$128,000

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby awards a construction contract to Dirt Dynasty, Inc. for the Lathrop Road and Harlan Road Intersection Improvements CIP PS 21-06 for a cost of \$807,000; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve a 15% construction contingency in the amount of \$121,050 for a total cost not to exceed \$928,050 for the construction and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop also approves a budget amendment transferring \$730,000 from the Traffic Mitigation Fund (2250) and \$128,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of February 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

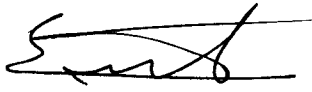
ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



**CONSTRUCTION CONTRACT**

This Contract, dated **February 14, 2022**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Dirt Dynasty, Inc.** (Contractor), whose Taxpayer Identification Number is\_\_\_\_\_.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for the, **CIP PS 21-06, Lathrop Road and Harlan Road Intersection Improvements (Project)**. Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including but not limited to traffic signal timing modifications, installation of a Pedestrian Push Button assembly and traffic sensing camera systems, construction of ADA pedestrian ramps, demolition and construction of raised traffic median and HMA paving, application of Asphalt Rubber Aggregate Membrane and Microsurfacing, and removal and installation of signage, striping, and markings and markers.

The work shall be **completed within 60 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

**Bid Total: \$ 807,000 (Eight Hundred Seven Thousand Dollars)**

3. **Construction Documents.** This Contract shall include the Construction Documents, which are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by **Dirt Dynasty, Inc.** on January 25, 2022.

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For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

**DIR Registration.**

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of

proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

### **Certified Payroll Records**

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

### **RECORD OF WAGES PAID: INSPECTION**

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

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- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
  - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
  - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
  - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

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- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:                      City of Lathrop  
   City Clerk  
   390 Towne Centre Drive  
   Lathrop, CA 95330

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To City: City of Lathrop  
Department of Public Works  
390 Towne Centre Drive  
Lathrop, CA 95330  
PHONE: (209) 941-7430  
FAX: (209) 941-7449  
ATTN: Senior Construction Manager

To Contractor: Dirt Dynasty, Inc.  
Mailing Address: P.O. Box 67, Farmington, CA 95230  
Phone: (209) 623-1141  
Email: rcollins@dirtdynasty.com  
ATTN: Ryan Collins

Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.



SECTION 00500

- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

SECTION 00500

- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

SECTION 00500

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

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CONTRACT

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

*Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.*

SECTION 00500

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

**CONTRACTOR:**


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

Name: \_\_\_\_\_

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

**CITY OF LATHROP**

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Michael King, Director of Public Works

APPROVED:

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager

**BID PROPOSAL FORMS**



TO: City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: LATHROP RD AND HARLAN RD INTERSECTION  
IMPROVEMENTS, CIP PS 21-06

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

**LEGAL COMPLIANCE**

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

**SCHEDULE OF PRICES**

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

**BASIS OF AWARD**

The basis for award of the contract will be the total price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid or none of the work.

## SECTION 00300

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

BID PROPOSAL FORMS

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS, CIP PS 21-06  
BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	128,726.00	128,726.00
2	Traffic Control	1	LS	120,000.00	120,000.00
3	Erosion and Sediment Control Plan (ESCP)	1	LS	4000.00	4,000.00
4	Remove Existing HMA	6,300	SF	2.50	15,750.00
5	Remove Existing Landscape	1,600	SF	4.00	6,400.00
6	Remove Raised Median	1,800	SF	5.50	9,900.00
7	Traffic Signal Modifications and Improvements @ Lathrop Rd. / Harlan Rd.	1	LS	58,104.00	58,104.00
8	Traffic Signal Modifications and Improvements @ Lathrop Rd. / NB I-5 Ramps	1	LS	63,107.00	63,107.00
9	Construct PCC Retaining Wall	110	LF	130.00	14,300.00
10	Construct PCC Curb Ramps w/ Truncated Domes	2	EA	<del>5,000.00</del> <sup>\$</sup>	10,000.00
11	Construct PCC Curb / Gutter - Type F, City Standard Detail R-11	105	LF	110.00	11,550.00
12	Construct PCC Sidewalk	2,000	SF	13.00	26,000.00
13	Construct PCC Driveway @ 44' Wide	1	EA	14,000.00	14,000.00
14	Construct PCC Median Curb - Type B, City Standard Detail R-11	560	LF	70.00	39,200.00
15	Construct Stamped PCC Median	1,465	SF	20.00	29,300.00
16	Relocate Storm Drain Inlet	1	LS	7,500.00	7,500.00
17	Truncated Dome Mats @ Driveways	3	EA	700.00	2,100.00
18	Place New HMA at 7" Depth	3,452	SF	11.50	39,698.00
19	Place Microsurfacing	208,000	SF	0.28	58,240.00
20	Place ARAM Road Surface Treatment	186,400	SF	0.47	87,608.00
21	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 9	1,825	LF	0.80	1,460.00 <sup>2</sup>
22	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 22	220	LF	1.50	330.00

## SECTION 00300

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

BID PROPOSAL FORMS

23	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 25	1,580	LF	0.80	1,264.00
24	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 29	660	LF	2.50	1,650.00
25	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 32	1,310	LF	2.50	3,275.00
26	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 37B	1,270	LF	1.30	1,651.00
27	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 38	740	LF	1.30	962.00
28	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 39	3,680	LF	1.00	3,680.00
29	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 40	100	LF	1.00	100.00
30	Thermoplastic Striping -12" White Line	1,080	LF	2.50	2,700.00
31	Thermoplastic Striping -6" Yellow Line Hatching	300	LF	1.50	450.00
32	Thermoplastic Marking -Type I Arrow (18')	1	EA	75.00	75.00
33	Thermoplastic Marking -Type I Arrow (24')	1	EA	90.00	90.00
34	Thermoplastic Marking -Type II Arrow	1	EA	125.00	125.00
35	Thermoplastic Marking -Type IV Arrow	19	EA	115.00	2,185.00
36	Thermoplastic Marking -Type VI Arrow	3	EA	125.00	375.00
37	Thermoplastic Marking - BIKE LANE plus Arrow	5	EA	65.00	325.00
38	Thermoplastic Marking -Type VII Arrow	4	EA	80.00	320.00
39	Signage as Shown on Plans	1	LS	5,500.00	5,500.00
40	Install Caltrans Type I Pedestrian Barricade, RSP ES-7Q @ 6' Width	1	LS	1,500.00	1,500.00
41	Repair Landscape and Irrigation System (2 locations)	1	LS	9,500.00	9,500.00
42	Relocate Existing Signs Per Plans	6	EA	250.00	1,500.00
43	Remove Existing Thermoplastic Markings and Striping	1	LS	12,000.00	12,000.00
44	Relocate Fire Hydrant and 2 Water Meters	1	LS	10,500.00	10,500.00

TOTAL BASE BID: \$ 807,000.00TOTAL BASE BID IN WORDS: Eight Hundred Seven Thousand Dollars.

SECTION 00300

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

BID PROPOSAL FORMS

**INFORMATION REQUIRED OF BIDDER**

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

**BIDDER'S INFORMATION**

- (1) Bidder's name and address:

Dirt Dynasty, Inc.

P.O. Box 67, Farmington, CA 95230

- (2) Bidder's telephone number: (209) 623-1141

- (3) Bidder's fax number: (209) 623-1142

- (4) Bidder's Contractor's License (Class): A

License No.: 1009473

Expires: 12/31/2023

- (5) Person who inspected site of proposed work for Contractor's firm:

Name: Ryan Collins Date of Inspection: 1/18/2022

- (5) List 3 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
High Friction Surface Treatment	\$842,847.90	City of Stockton, Travis Pazin (209) 937-5654 22 E. Weber Ave, Room 301, Stockton CA 95202
Highway 4 Improvements Murphys, CA	\$1,587,000	Caltrans, Iqbal Aulakh (209) 479-3608 850 S. Guild Ave, Lodi, CA 95240
Raised Median Along MLK Blvd.	\$508,396	City of Stockton, Ivan Kennosa (209) 937-7390 22 E. Weber Ave, Room 301, Stockton, CA 95202



SECTION 00300

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

BID PROPOSAL FORMS

**LIST OF SUBCONTRACTORS:**

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

01/25/2022

	<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor / Address / Phone</u>
1.	ARAM and Microsurfacing	943792	28%	American Pavement Systems, Inc. Modesto, CA (209) 522-2277
2.	Traffic Signal Improvement	694400	15%	Pacific Excavation, Inc. Elk Grove, CA (916) 686-2800
3.	Striping & Signs	499345	5%	Centerline Striping Co, Inc. Elk Grove, CA (916) 686-8860
4.				
5.				
6.				

Note: Attach additional sheets if required.

SECTION 00300

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

BID PROPOSAL FORMS

**ADDENDA**

Bidder certifies he reviewed ARC Stockton's Plan Well for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

#1 1/12/22 \_\_\_\_\_

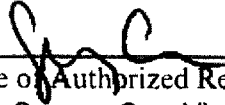
Respectfully submitted,

01/25/2022

Dated

Dirt Dynasty, Inc.

Legal Name of Firm

  
\_\_\_\_\_  
Signature of Authorized Representative  
Sammy Cox, Vice President  
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

\_\_\_\_\_  
Jason Alurcon, President - Valley Springs, CA

\_\_\_\_\_  
Sammy Cox, Vice President - Linden, CA

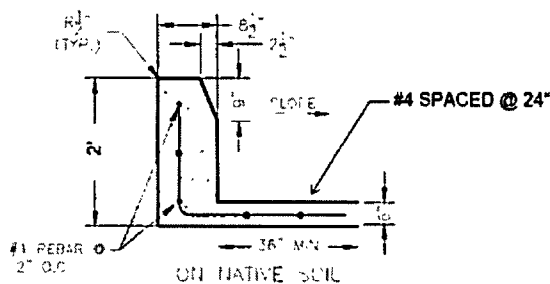
\_\_\_\_\_  
Steve McPeak, Secretary / Treasurer, Ripon, CA

**ADDENDUM NO. 1 – January 12, 2022**

**Lathrop Road / Harlan Road Intersection Improvements  
CIP PS 21-06**

This addendum amends the Contract Drawings and Specifications for this project as follows:

1. Due to conditions created by Covid-19, a second non-mandatory Pre-Bid Meeting will be held on **Tuesday January 18, 2022.**
2. Delete EXPERIENCE OF BIDDERS, page 5 in Section 100 *Instructions to Bidders* of the Contract Specifications.
3. See Attachment “A”, *Retaining Wall Details* for additional information on dowels and construction of the retaining wall.
4. Install aircraft grade aluminum extrusions for skateboard prevention along the top of the retaining wall @ 18in from beginning/ending and 5ft spacing.
5. On Sheet 3 of the Improvement Plans, revise Retaining Wall detail to show the following:



6. On Sheet 9 of the Improvement Plans, revise the call out to say: “*Slurry and striping within the boundaries to be done by CFT NV Developments, LLC. Contractor to coordinate time schedules.*”

When submitting the bid for the project, the Contractor must acknowledge receipt of the addendum.

Recommended by: Ken Reed 1-12-2022  
Ken Reed Date  
Senior Construction Manager

Approved by: Michael King 1-12-2022  
Michael King Date  
Public Works Director

COPY

SECTION 00300

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE DIRT DYNASTY, INC.

as PRINCIPAL, and THE OHIO CASUALTY INSURANCE COMPANY

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \*\*TEN PERCENT (10%) OF AMOUNT B: D\*\*

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **Lathrop Rd. and Harlan Rd. Intersection Improvements, CIP PS 21-06.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 18th day of January, 2022.

DIRT DYNASTY, INC. (Seal)  
Sammy Cox, Vice President (Seal)  
Address: P.O. Box 67  
Farmington, CA 95230

THE OHIO CASUALTY INSURANCE COMPANY (Seal)  
Karen Amin Attorney-in-Fact (Seal)  
Address: 1001 4th Ave. Ste. 3800  
Seattle, WA 98154

NOTE: Signatures of those executing for the surety must be properly acknowledged.

# ACKNOWLEDGMENT

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 San Joaquin

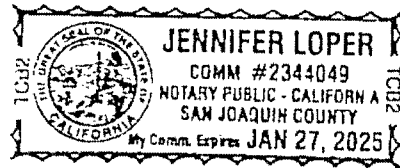
On January 18, 2022 before me, Jennifer Loper, Notary Public  
(insert name and title of the officer)

personally appeared Karen Amin  
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 *Jennifer Loper* (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197947 - 969440

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel M Connolly, Karen Amin, Jennifer Loper, David Schnapp

all of the city of Indj state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 8th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of November, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2022.



By: Renee C. Llewellyn, Assistant Secretary

**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 San Joaquin

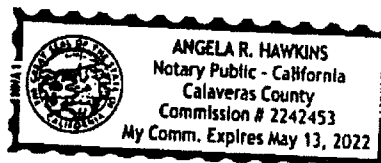
On January 20, 2022 before me, Angela R. Hawkins, Notary Public

personally appeared Sammy Cox 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.

Angela R. Hawkins  
Signature of Notary Public



(Seal)



SECTION 00300

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

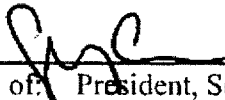
BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF California )  
 )  
COUNTY OF San Joaquin ) ss.

Sammy Cox, being first duly sworn, deposes and says that he or she is

Vice President of Dirt Dynasty, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
\_\_\_\_\_  
Signature of: President, Secretary,  
Manager, Project Manager or Representative  
Sammy Cox, Vice President

The County of \_\_\_\_\_

State of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

*see attached certificate*

Seal \_\_\_\_\_

Signature \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**  
**GOVERNMENT CODE § 8202**

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.

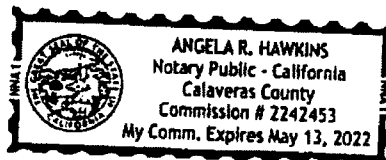
State of California  
County of San Joaquin

Subscribed and sworn to (or affirmed) before me, on this 20th day of January, 20 22, by

(1) Sammy Cox  
(2) \_\_\_\_\_  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Angela R. Hawkins  
Signature of Notary Public



(Seal)

SECTION 00300

LATHROP RD AND HARLAN RD INTERSECTION IMPROVEMENTS  
CIP PS 21-06

BID PROPOSAL FORMS

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**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No

If the answer is yes, explain the circumstances in the following space.

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

*(END OF SECTION)*



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number: **1009473**

TYPE: CORP

Business Name: DIRT DYNASTY INC

Classification(s): A

Expiration Date: 12/31/2023

[www.cslb.ca.gov](http://www.cslb.ca.gov)



# Search Returned 1 Records

Mon Jun 08 14:43:16 PDT 2020

## Query Criteria

Certification Types: DBE

Firm ID: 43376

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Firm ID            43376  
DBA Name         DIRT DYNASTY INC  
Firm Name  
Address Line1    4110 MEADOW OAKS DRIVE  
Address Line2  
City               VALLEY SPRINGS  
State              CA  
Zip Code1        95252  
Zip Code2  
Mailing Address  
Line1              P.O. BOX 67  
Mailing Address  
Line2  
Mailing City      FARMINGTON  
Mailing State     CA  
Mailing Zip Code1 95230  
Mailing Zip Code2  
Certification Type DBE  
EMail             estimating@dirtdynastyinc.com; admin@dirtdynastyinc.com  
Contact Name     JASON ALURCON  
Area Code         209  
Phone Number    623-1141  
Extension  
Alt Area Code     209  
Alt Phone Number 969-5496  
Extension  
Fax Area Code    209  
Fax Phone  
Number            623-1142  
Agency Name     DEPARTMENT OF TRANSPORTATION  
Counties          31; 34; 39;  
Districts          03; 10;  
DBE NAICS        237310; 237990; 238110; 238910, 238990; 488490; 561990,  
ACDBE NAICS  
  
C9907 CONSTRUCTION EQUIPMENT RENTAL, C1901 ROADWAY EXCAVATION; C3901 ASPHALT  
CONCRETE; C1575 REMOVE BRIDGE ITEM; C1980 IMPORTED BORROW; C1522 RESET, ADJUST  
ROADWAY ITEMS; C1940 DITCHES EXCAVATION; C2602 AGGREGATE BASE; C1920 STRUCTURE  
EXCAVATION; C1531 PLANE ASPHALT CONCRETE; C3940 PLACE ASPHALT CONCRETE DIKE & MISC  
C4906 CAST-IN-DRILLED-HOLE CONCRETE PILING; C1211 TRAFFIC FLAGGERS; C1212 PILOT CAR  
SERVICES; C1601 CLEARING & GRUBBING; C2201 FINISHING ROADWAY; C5111 CONCRETE OVERLAY,  
DRILL & BOND; C9980 DEMOLITION C1200 CONSTRUCTION AREA SIGNS; C1201 TRAFFIC CONTROL

## Work Codes

SYSTEM; C1580 MODIFY BRIDGE ITEM; C1910 GRADING; C1930 STRUCTURE BACKFILL; C1970  
EMBANKMENT CONSTRUCTION; C2501 AGGREGATE SUBBASE; C3701 SEAL COAT; C5100 CONCRETE  
STRUCTURE; C5105 MINOR CONCRETE STRUCTURE; C5110 CONCRETE SURFACE FINISH, C7200  
ROCK SLOPE PROTECTION; CB406 PAINTED TRAFFIC STRIPING & MARKING;

**Licenses**

**Trucks**

**Gender**

**Ethnicity**

**Firm Type**

A General Engineering Contractor;

M

HISPANIC

DBE

### Contractor Information

**Legal Entity Name**  
 DIRT DYNASTY, INC.  
**Legal Entity Type**  
 Corporation  
**Status**  
 Active  
**Registration Number**  
 1000035884  
**Registration effective date**  
 7/1/2019  
**Registration expiration date**  
 6/30/2022  
**Mailing Address**  
 P O BOX 67 FARMINGTON 95230 CA United States of America  
**Physical Address**  
 4110 MEADOW OAKS DR. VALLEY SPRINGS 95252 CA United State...  
**Email Address**  
**Trade Name / DBA**  
**License Number(s)**  
 CSLB:1009473  
 CSLB:1009473

### Registration History

Effective Date	Expiration Date
5/16/2018	6/30/2019
6/13/2017	6/30/2018
7/11/2016	6/30/2017
3/8/2016	6/30/2016
7/1/2019	6/30/2022

## Legal Entity Information

**Corporation Number:**  
 C3678652  
**Federal Employment Identification Number:**  
**President Name:**  
 JASON ALURCON  
**Vice President Name:**  
 SAMMY COX  
**Treasurer Name:**  
**Secretary Name:**  
**CEO Name:**  
  
**Agent of Service Name:**  
 JASON ALURCON  
**Agent of Service Mailing Address:**  
 4110 MEADOW OAKS DR. VALLEY SPRINGS 95252 CA United States of America

## Workers Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current workers compensation insurance information below:**

PEO	PEO	PEO
PEO InformationName	Phone	Email

**Insured by Carrier**

**Policy Holder Name:**DIRT DYNASTY, INC.**Insurance Carrier:**Benchmark Insurance Company**Policy Number:**CST5021583  
**Inception date:**5/9/2021**Expiration Date:**5/9/2022



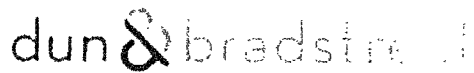
[Home](#) | [Online Services](#) | [License Detail](#) | [Workers' Compensation History](#)

## Workers' Compensation History

**Contractor License #** 1009473  
**Contractor Name** DIRT DYNASTY INC

### Workers' Compensation History

<b>Insurance Company</b>	BENCHMARK INSURANCE COMPANY
<b>Policy #</b>	CST5021583
<b>Effective Date</b>	05/10/2021
<b>Expiration Date</b>	05/10/2022
<b>Insurance Company</b>	BENCHMARK INSURANCE COMPANY
<b>Policy #</b>	CST5019187
<b>Effective Date</b>	05/10/2020
<b>Expiration Date</b>	05/10/2021
<b>Insurance Company</b>	EVEREST PREMIER INSURANCE COMPANY
<b>Policy #</b>	7600020435191
<b>Effective Date</b>	05/10/2019
<b>Expiration Date</b>	05/10/2020
<b>Insurance Company</b>	STATE COMPENSATION INSURANCE FUND
<b>Policy #</b>	9210223
<b>Effective Date</b>	05/10/2017
<b>Expiration Date</b>	05/10/2019
<b>Insurance Company</b>	EXEMPT
<b>Policy #</b>	
<b>Effective Date</b>	11/03/2015
<b>Expiration Date</b>	



01/12/2021

Terri Alurcon.

The following is the Dun & Bradstreet D-U-N-S® number for **Dirt Dynasty, Inc.**  
D-U-N-S number **050320385**

If this is **YOUR COMPANY** take advantage of CreditBuilder™ our next generation credit building solution

**With CreditBuilder you can**

- Get unlimited access to your business credit file
- Ensure you are always aware of the most current D&B information your banks, suppliers, competitors and customers are using to evaluate your business
- Get alerts when there are changes to your business credit file
- Benchmark your company's credit scores against your industry and key competitors
- Enhance your D&B credit scores and ratings by adding good payment history to your credit profile

If you are looking for information on **ANOTHER COMPANY** consider purchasing a Business Information Report™ Reduce the risk of unpaid bills by evaluating the credit risk of another company before doing business with them

**With a Business Information Report you can**

- Get a detailed snapshot of another company's credit report available online for 6 months from initial access
- See a company's PAYDEX® score and other (D&B) ratings
- Access a company's payment history
- View company history and background information on key employees

Call **1-800-700-2733** Monday through Friday 8:00 AM to 6:00 PM local time or contact us at Dun & Bradstreet support

Sincerely,

Dun & Bradstreet

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Dirt Dynasty, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><input type="checkbox"/> C Corporation</p> <p><input checked="" type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Added to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 67</b></p> <p><b>6</b> City, state, and ZIP code <b>Farmington, CA 95230</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ]	
OR	
<b>Employer identification number</b>	
[ ][ ][ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ]	

### Part II Certification

Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>John Thurman</i>	Date ▶ <i>01/01/2021</i>
------------------	--	--------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9)

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Printed on: 2/10/2021 9:23:47 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



## Office of Small Business & DVBE Services

**Certification ID:** 2012601

**Legal Business Name:**

Dirt Dynasty, Inc.

**Doing Business As (DBA) Name 1:**

**Doing Business As (DBA) Name 2:**

**Address:**

P O Box 67  
Farmington  
CA 95230

**Email Address:**

talurcon@dirtdynastyinc.com

**Business Web Page:**

**Business Phone Number:**

(209) 623-1141

**Business Fax Number:**

209/623-1142

**Business Types:**

Construction , Service

Certification Type	Status	From	To
SB(Micro)	Approved	01/25/2019	01/31/2022

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

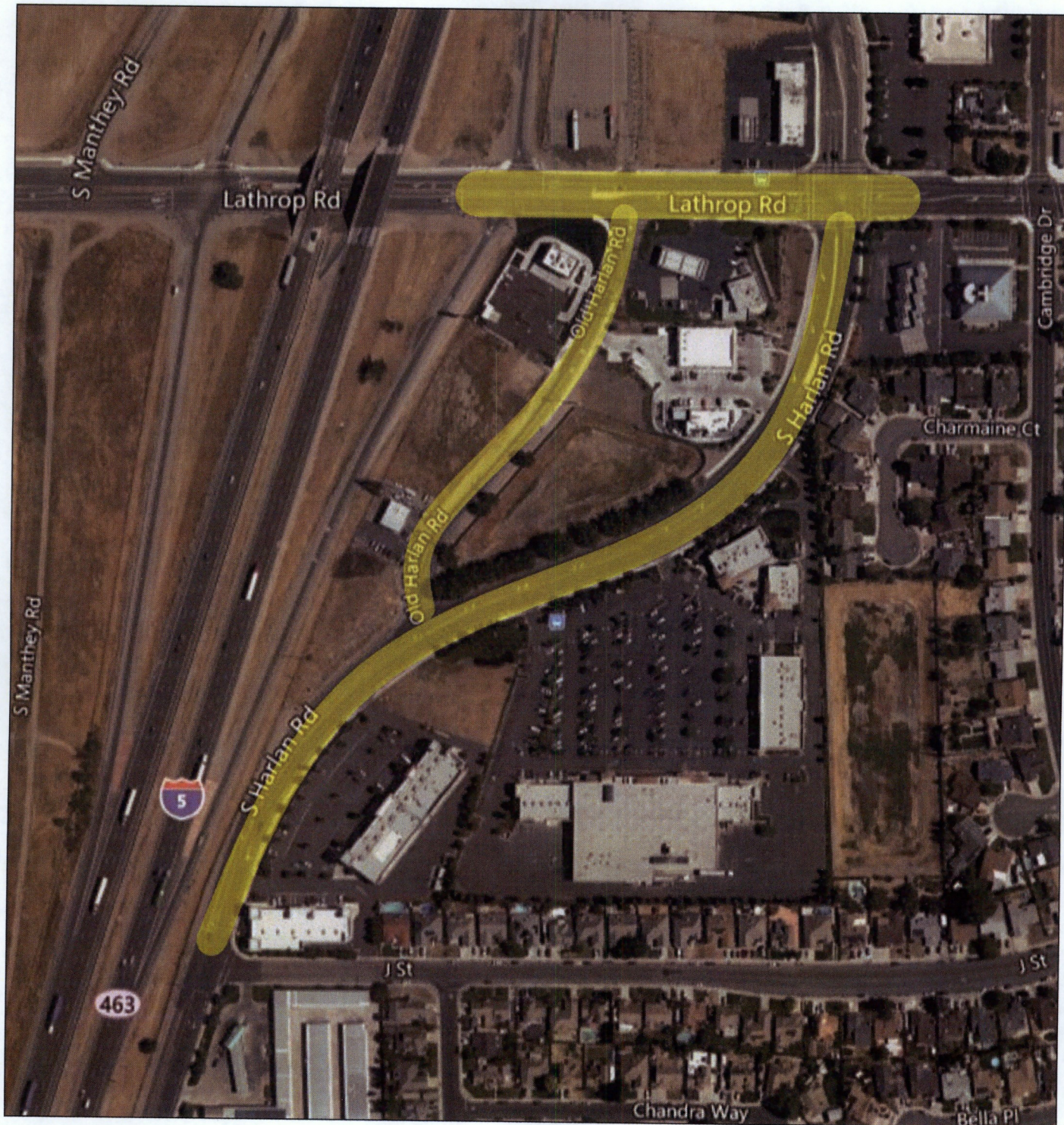
Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street 1-400, West Sacramento, CA 95605



**PROJECT LOCATION MAP:  
LATHROP ROAD AND HARLAN ROAD  
INTERSECTION IMPROVEMENTS CIP PS 21-06**





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