

ITEM 4.16

CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Awarding Construction Contract to Odyssey Landscaping, Inc. for the Mossdale Irrigation and Landscape Improvements, CIP GG 20-19, and Louise Ave & Lathrop Rd Landscape Improvements, CIP GG 21-15, and Approve Budget Amendment**

SUMMARY:

Over the past few years, the City has taken steps to improve major arterials including Louise Avenue, Lathrop Road and Golden Valley Parkway. These improvements are needed to accommodate development, reduce traffic congestion, increase safety and quality of life benefits. The final phase of these improvements is the installation of landscaping which includes palm trees with uplighting in the medians, accent trees, drought-resistant shrubs and groundcover.

On December 9, 2019, City Council approved the creation of Capital Improvement Project (CIP) GG 20-19, Mossdale Irrigation and Landscape Improvements to allow for more efficient use of recycled water and reduce the long-term operations and maintenance costs.

On May 9, 2021, City Council created CIP GG 21-15 Louise Avenue and Lathrop Road Landscape Improvements to provide landscape improvements to the medians.

Bids for the construction of landscape improvements for both projects (Project) were solicited in one document for increased efficiency and lower construction costs. The bid solicitation for the construction of the Project was advertised on August 10, 2022 in accordance with California Public Contract Code 22032 and the Lathrop Municipal Code Section 2.36.060.

A total of five (5) bids for the Project were received and opened by the City Clerk on September 1, 2022. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the landscape was determined to be Odyssey Landscaping Company, Inc. (Odyssey), with a bid of \$2,715,291.89.

Staff is requesting City Council award a construction contract to Odyssey for the construction of landscape improvements for both CIP GG 20-19, Mossdale Irrigation and Landscape Improvements and CIP GG 21-15, Louise Avenue and Lathrop Road

SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

Landscape Improvements in the amount of \$2,715,292. Staff requests City Council authorize a 15% construction contingency of \$407,294 for a total cost not to exceed \$3,122,586.

BACKGROUND:

On December 9, 2019, City Council approved the creation of CIP GG 20-19, Mossdale Irrigation and Landscape Improvements to construct landscape and irrigation improvements in the medians and west side of Golden Valley Parkway's streetscape from River Islands Parkway to Towne Centre Drive. The primary improvement of this project is the upgrade of existing recycled water irrigation equipment and plant materials, as improvements to those components over the 12 years since installation will reduce staff maintenance time and improve water use efficiency. Other improvements include varied surfacing including wet-set cobbles, artificial turf and decomposed granite, palm trees with uplighting, evergreen and deciduous street trees, shrubs and groundcover.

On May 9, 2021, City Council created CIP GG 21-15 Louise Avenue and Lathrop Road Landscape Improvements to provide landscape improvements to the medians. Improvements include irrigation, varied surfacing including wet-set cobbles, artificial turf and decomposed granite, palm trees with uplighting, deciduous street trees, shrubs and groundcover. Subsequent to the creation of CIP GG 21-15, the segment of Lathrop Road from Cambridge Drive to Fifth Street was added to the project scope for the construction of median landscape improvements matching those planned for construction on Golden Valley Parkway (CIP GG 20-19) and Louise Avenue (CIP GG 21-15).

City staff prepared the technical specifications and KLA, Inc. prepared the landscape improvement plans. The bid solicitation package for the construction of the Project was advertised on August 10, 2022 in accordance with California Public Contract Code 20160 and the Lathrop Municipal Code Section 2.36.060.

A total of five (5) bids for the Project were received and opened by the City Clerk on September 1, 2022, all determined to be responsive and responsible. The bid results are summarized in Table 1 below:

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR
MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND
LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15,
AND APPROVE BUDGET AMENDMENT

Table 1: Summary of Bid Results-CIPs GG 20-19 & 21-15 Landscape Project

Contractor	Total Bid
Odyssey Landscaping Company, Inc.	\$2,715,291.89
WABO Landscape & Construction, Inc.	\$3,258,241.35
Marina Landscape, Inc.	\$3,753,820.50
McGuire and Hester	\$4,063,640.73
Brightview Landscape Development, Inc.	\$4,271,508.00

Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Odyssey Landscaping Company, Inc. (Odyssey), with a bid of \$2,715,921.89.

Staff is requesting City Council award a construction contract to Odyssey for the construction of landscape improvements for both CIP GG 20-19, Mossdale Irrigation and Landscape Improvements and CIP GG 21-15, Louise Avenue and Lathrop Road Landscape Improvements in the amount of \$2,715,292. Staff requests City Council authorize a 15% construction contingency of \$407,294 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$3,122,586.

REASON FOR RECOMMENDATION:

The improvements on Golden Valley Parkway (CIP GG 20-19) will reduce the City’s maintenance and irrigation costs due to improved use of recycled water and drought resistant landscape of varied surfaces and colors.

The improvements on Louise Avenue and Lathrop Road (CIP GG 21-15) will improve the aesthetics of this gateway to the City, making the City more attractive to residents, visitors and developers.

The median landscape improvements for all three roads will be similar, providing design unity and consistency for arterial streets.

FISCAL IMPACT:

Staff requests City Council award a construction contract to Odyssey in the amount of \$2,715,292 and authorize a 15% construction contingency of \$407,294, for a total cost not to exceed \$3,122,586.

Sufficient funding was not included in the adopted Fiscal Year (FY) 2022/23 Budget. Table 2 – Summary of Project Funding and Costs, below, provides more information:

SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT

Table 2: Summary of Project Funding and Costs

COMPONENT	PROJECT	
	<i>CIP FUND GG 20-19</i>	<i>CIP FUND GG 21-15</i>
Landscape	\$1,288,137.71	\$1,427,154.18
Contingency (15%)	\$193,220.66	\$214,073.13
Totals	\$1,481,358.37	\$1,641,227.31
Funds Available	\$454,900.00	\$666,097.00
FUNDS NEEDED	\$1,026,458.35	\$975,130.00

Staff request City Council approve budget amendments transferring \$2,001,589 from the Streets Reserves Fund (1010) to the General CIP Funds (3010) as follows:

Decrease Street Reserves

1010-251-03-00 \$2,001,589

Increase Transfer Out

1010-9900-990-9010 \$2,001,589

Increase Transfer In

3010-9900-393-0000 GG 20-19 \$1,026,459

Increase Expenditures

3010-8000-420-12-00 GG 20-19 \$1,026,459

Increase Transfer In

3010-9900-393-0000 GG 21-15 \$975,130

Increase Expenditures

3010-8000-420-12-00 GG 21-15 \$975,130

ATTACHMENTS:

- A. Resolution Awarding Construction Contract to Odyssey Landscaping, Inc. for the Mossdale Irrigation and Landscape Improvements, CIP GG 20-19, and Louise Ave & Lathrop Rd Landscape Improvements, CIP GG 21-15, and Approve Budget Amendment
- B. Construction Contract with Odyssey Landscaping Company, Inc. for CIP GG 20-19, Mossdale Irrigation and Landscape Improvements, CIP GG 21-15, Louise Avenue Landscape Improvements

**AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR
MOSSDALE IRRIGATION AND LANDSCAPE IMPROVEMENTS, CAPITAL
IMPROVEMENT PROJECT GG 20-19 AND LOUISE AVENUE LANDSCAPE
IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT GG 21-15 AND APPROVE
RELATED BUDGET AMENDMENTS**

APPROVALS:



Steven Hollenbeak
Assistant Engineer

9.7.22


Date



Ken Reed
Senior Construction Manager

9-8-22

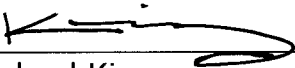
Date



Cari James
Director of Finance

9/8/2022


Date



Michael King
Assistant City Manager

9.7.2022

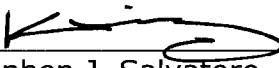
Date



Salvador Navarrete
City Attorney

9.8.2022

Date



Stephen J. Salvatore
City Manager

9.8.2022

Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR THE MOSSDALE IRRIGATION AND LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT

WHEREAS, on December 9, 2019, City Council approved the creation of Capital Improvement Project (CIP) GG 20-19 Mossdale Irrigation and Landscape Improvements to construct landscape and irrigation improvements in the medians and west side of Golden Valley Parkway's streetscape from River Islands Parkway to Towne Centre Drive; and

WHEREAS, on May 9, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-15 Louise Avenue and Lathrop Road Landscape Improvements to construct landscape, landscape lighting and irrigation improvements; and

WHEREAS, bids for the construction of both projects were solicited in one document for increased efficiency and lower construction costs; and

WHEREAS, City staff prepared and distributed the plans and technical specifications for formal bid solicitation on August 10, 2022 in accordance with California Public Contract Code 20160 and the Lathrop Municipal Code Section 2.36.060; and

WHEREAS, A total of five (5) bids were received and opened by the City Clerk on September 1, 2022; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the landscape improvements was determined to be Odyssey Landscaping Company, Inc. (Odyssey) with a bid of \$2,715,291.89; and

WHEREAS, staff requests City Council award a contract to Odyssey in the amount of \$2,715,292 for the construction of landscape improvements on Golden Valley Parkway (CIP GG 20-19), and for the construction of landscape improvements on Louise Avenue and Lathrop Road (CIP GG 21-15); and

WHEREAS, staff also requests Council authorize a 15% construction contingency in the amount of \$407,294 and authorize staff to spend the contingency as necessary to construct the landscape improvements for a total cost not to exceed \$3,122,586; and

WHEREAS, sufficient funds were not included in the adopted Fiscal Year 22/23 budget for the construction of CIP GG 20-19 and CIP GG 21-15; therefore, staff request City Council approve budget amendments transferring \$2,001,589 from the Street Reserves Fund (1010) to the General CIP Funds (3010) as follows; and

<u>Decrease Street Reserves</u>		
1010-251-03-00		\$2,001,589
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$2,001,589
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 20-19	\$1,026,459
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 20-19	\$1,026,459
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 21-15	\$975,130
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 21-15	\$975,130

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a contract to Odyssey Landscaping Company, Inc. for Mossdale Irrigation and Landscape Improvements, CIP GG 20-19 and for Louise Avenue and Lathrop Road Landscape Improvements, Capital Improvement Project GG 21-15 for a cost of \$2,715,292; 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 \$407,294 for a total cost not to exceed \$3,122,586 for the construction of these landscape improvements 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 approve a budget amendment transferring \$1,026,459 from the General Fund Street Reserves Fund (1010) to the General CIP GG 20-19 Fund (3010) for the construction of the landscape improvements on Golden Valley Parkway as detailed above; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment transferring \$1,641,227 from the General Fund Street Reserves Fund (1010) to the General CIP GG 21-15 Fund (3010) for the construction of the landscape improvements on Lathrop Road and Louise Avenue as detailed above.

The foregoing resolution was passed and adopted this 12th day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

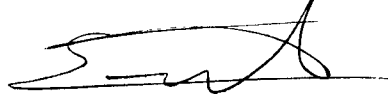
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SECTION 00500

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

This Contract, dated September 12, 2022, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Odyssey Landscaping Company, 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 **MOSSDALE IRRIGATION AND LANDSCAPE IMPROVEMENTS, CIP GG 20-19** and **LOUISE AVENUE AND LATHROP ROAD LANDSCAPE IMPROVEMENTS, CIP GG 21-15.** (Projects). 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 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 demolition, clearing & grubbing, grading, and construction of irrigation, landscape and lighting improvements, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 80 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.

Base Bid Total: \$2,715,292 – Two Million, Seven Hundred Fifteen Thousand, Two Hundred Ninety Two Dollars.

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the City Clerk and 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 Odyssey Landscaping Company, Inc., on September 1, 2022. For the purposes of construing, interpreting and resolving inconsistencies between the

SECTION 00500

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT**

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.

SECTION 00500

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT

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.

SECTION 00500

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT**

- 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 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 Contractor 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

SECTION 00500

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 **CONSTRUCTION CONTRACT****

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.

- 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

SECTION 00500

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT

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.

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 *Section 00700 - 5.1A*.
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

SECTION 00500

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT

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;
 - (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.

SECTION 00500

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 **CONSTRUCTION CONTRACT**

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

Copy to: City of Lathrop
 Department of Public Works
 390 Towne Centre Drive
 Lathrop, CA 95330

(209) 941-7363
FAX: (209) 941-7449
ATTN: Ken Reed, Senior Construction Manager

To Contractor: Odyssey Landscaping Company, Inc.
Mailing Address: 5400 W. State Highway 12 Lodi, CA 95242
Phone: 209.369.6197
Email:
ATTN: Keith Williams

16. 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

SECTION 00500

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 **CONSTRUCTION CONTRACT****

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.
- (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.

SECTION 00500

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19

LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT

- (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.
- (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.

SECTION 00500

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19

LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT

- (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.

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

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION 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, Assistant City Manager

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

SECTION 00300

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15

BID PROPOSAL FORMS

BID PROPOSAL FORMS

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

ATTENTION: City Clerk

FOR: **MOSSDALE LANDSCAPE AND IRRIGATION IMPROVEMENTS -
CIP GG 20-19**
**LOUISE AVE. & LATHROP RD. LANDSCAPE IMPROVEMENTS -
CIP GG 21-15**

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 Base Bid is comprised of all bid items necessary to construct both **Capital Improvement Projects GG 20-19 Mossdale Irrigation and Landscape Improvements and GG 21-15 Louise Avenue and Lathrop Road Landscape Improvements**. The basis for award of the contract will be the price of the sum of all three (3) base bids. The City of Lathrop reserves the right to award the work contemplated by the price of the sum of all three (3) base bids or none of the work.

**1) MOSSDALE LANDSCAPE AND IRRIGATION IMPROVEMENTS - CIP GG 20-19
 BID SCHEDULE R-1**

BID ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	EXTENDED TOTAL
1	Mobilization/ Bonds-Insurance / SWPPP / Traffic Control	1	LS	\$ 36,670.00	\$ 36,670.00
2	Demolition / Offhaul / Disposal of Existing Landscape	83,617	SF	\$ 1.16	\$ 96,995.72
3	Low Voltage Palm Up-Lights and Transformers	48	EA	\$ 820.75	\$ 39,396.00
4	Electrical Outlets (GFI)	24	EA	\$ 116.25	\$ 2,790.00
5	Electrical Service (incl. Conduit, Wiring etc.) City to provide Pedestal	1	EA	\$ 63,392.00	\$ 63,392.00
6	Finish Grading	83,617	SF	\$ 0.12	\$ 10,034.04
7	Soil Amendments	59,188	SF	\$ 0.35	\$ 20,715.80
8	Controller Updates for New Valve Scheduling	1	LS	\$ 16,256.40	\$ 16,256.40
9	Convert Shrub Irrigation: Drip & Spray to Bubbler	59,188	SF	\$ 2.09	\$ 123,702.92
10	Bubblers Tree & Palms	286	EA	\$ 55.80	\$ 15,958.80
11	Trees, 24" Box	45	EA	\$ 581.25	\$ 26,156.25
12	Trees, 15 gallon	50	EA	\$ 195.30	\$ 9,765.00
13	Palms, 12' BT11	24	EA	\$ 7,161.00	\$ 171,864.00
14	Shrubs, 5 Gallon	1,770	EA	\$ 25.34	\$ 44,851.80
15	Shrubs, 1 Gallon	451	EA	\$ 11.58	\$ 5,222.58
16	Groundcover, 1 Gallon	304	EA	\$ 11.63	\$ 3,535.52
17	Stabilized Decomposed Granite w/ Edging - Callout 1	4,422	SF	\$ 8.37	\$ 37,012.14
18	Wet-Set River Cobble - Callout 2	10,972	SF	\$ 24.93	\$ 273,531.96
19	Synthetic Turf - Callout 3	9,035	SF	\$ 24.18	\$ 218,466.30
20	Root Barrier	2,016	LF	\$ 11.53	\$ 23,244.48
21	Bark Mulch	59,188	SF	\$ 0.75	\$ 44,391.00
22	90 Day Maintenance Period	1	LS	\$ 4,185.00	\$ 4,185.00

SUBTOTAL BID: \$ 1,288,137.71

SUBTOTAL BID IN WORDS: ONE MILLION, TWO HUNDRED EIGHTY-EIGHT THOUSAND, ONE HUNDRED, THIRTY-SEVEN DOLLARS AND SEVENTY-ONE CENTS

**2) LOUISE AVENUE LANDSCAPE IMPROVEMENTS - CIP GG 21-15
 BID SCHEDULE – R1**

BID ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds-Insurance / ESCP / Traffic Control	1	LS	\$ 29,613.00	\$ 29,613.00
2	Demolition / Offhaul / Disposal of Existing Landscape in Median and Raised Planters	2,633	SF	\$ 7.90	\$ 20,800.70
3	Demolition / Offhaul / Disposal of Existing Concrete and Raised Planters	1	LS	\$ 20,792.01	\$ 20,792.01
4	Low Voltage Palm Up-Lights and Transformers	76	EA	\$ 820.75	\$ 62,377.00
5	REMOVED	-	-	\$ -	\$ -
6	REMOVED	-	-	\$ -	\$ -
7	New Stamped/Colored Concrete Paving Callout 6	372	SF	\$ 26.04	\$ 9,686.88
8	Finish Grading	33,822	SF	\$ 0.12	\$ 4,058.64
9	Soil Amendments	13,805	SF	\$ 0.35	\$ 4,831.75
10	POC #1 w/ Backflow Device, Flow Sensor and Master Valve	1	EA	\$ 5,115.00	\$ 5,115.00
11	Water service tap / connection for POC #1, incl. pavement restoration	1	LS	\$ 3,720.00	\$ 3,720.00
12	POC #2 w/ Backflow Device, Flow Sensor and Master Valve	1	LS	\$ 7,254.00	\$ 7,254.00
13	POC #3 w/ Backflow Device, Flow Sensor and Master Valve	1	LS	\$ 5,115.00	\$ 5,115.00
14	Water Service Tap / Connection for POC 3, incl. pavement restoration	1	LS	\$ 3,720.00	\$ 3,720.00
15	2-Wire Calsense Controller	1	LS	\$ 16,256.40	\$ 16,256.40
16	120v AC Electrical Service & Wiring for Controller (conduit by City)	1	LS	\$ 2,325.00	\$ 2,325.00
17	Shrub Bubbler Irr., incl. Mainline & all Valves, 2 wire path, Decoders, etc.	13,805	SF	\$ 2.79	\$ 38,515.95
18	Bubblers - Tree & Palms	206	EA	\$ 55.80	\$ 11,494.80
19	Trees, 2-4" Box	27	EA	\$ 581.25	\$ 15,693.75
20	Palms, 12" BTH	38	EA	\$ 7,161.00	\$ 272,118.00
21	Soil Disposal from Palm Pit Excavation	1	LS	\$ 930.00	\$ 930.00
22	Shrubs, 5 Gallon	376	EA	\$ 25.34	\$ 9,527.84
23	Groundcover, 1 Gallon	177	EA	\$ 11.63	\$ 2,058.51
24	Stabilized Decomposed Granite w/ Edging - Callout 1	4,791	SF	\$ 8.37	\$ 40,100.67

25	Wet-Set River Cobble Callout 2	5,692	SF	\$	24.93	\$	141,901.56
26	Synthetic Turf w/ Edging- Callout 3	9,534	SF	\$	24.18	\$	230,532.12
27	Bark Mulch	13,805	SF	\$	0.75	\$	10,353.75
28	90 Day Maintenance Period	1	LS	\$	2,232.00	\$	2,232.00

SUBTOTAL BID: \$971,124.33

SUBTOTAL BID IN WORDS: NINE HUNDRED-SEVENTY-ONE THOUSAND, ONE HUNDRED TWENTY-FOUR DOLLARS AND THIRTY-THREE CENTS

**3) LATHROP ROAD LANDSCAPE IMPROVEMENTS - CIP GG 21-15
BID SCHEDULE - R1**

BID ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	EXTENDED TOTAL
1	Mobilization/ Bonds-Insurance / ESCP / Traffic Control	1	LS	\$ 14,900.00	\$ 14,900.00
2	Demolition / Offhaul / Disposal of Existing Landscape	1	LS	\$ 25,934.91	\$ 25,934.91
3	Low Voltage Palm Up-Lights and Transformers	38	EA	\$ 820.75	\$ 31,188.50
4	Electrical Outlets (GFI)	19	EA	\$ 116.25	\$ 2,208.75
5	Electrical Service (incl. Conduit, Wiring etc.) City to provide Pedestal	1	EA	\$ 54,117.00	\$ 54,117.00
6	Finish Grading	13,410	SF	\$ 0.12	\$ 1,609.20
7	Soil Amendments	5,646	SF	\$ 0.35	\$ 1,976.10
8	Bubblers - Shrubs	5,646	SF	\$ 2.09	\$ 11,800.14
9	Bubblers Tree & Palms	108	EA	\$ 55.80	\$ 6,026.40
10	Trees, 24" Box	16	EA	\$ 581.25	\$ 9,300.00
11	Palms, 12" BT11	19	EA	\$ 7,161.00	\$ 136,059.00
12	Soil Disposal from Palm Pit Excavation	1	LS	\$ 465.00	\$ 465.00
13	Shrubs, 5 Gallon	114	EA	\$ 25.34	\$ 2,888.76
14	Groundcover, 1 Gallon	100	EA	\$ 11.63	\$ 1,163.00
15	Stabilized Decomposed Granite w/ Edging - Callout 1	2,478	SF	\$ 8.37	\$ 20,740.86
16	Wet-Set River Cobble - Callout 2	2,199	SF	\$ 24.93	\$ 54,821.07

17	Synthetic Turf -- Callout 3	3,087	SF	\$	24.18	\$	74,643.66
18	Bark Mulch	5,646	SF	\$	0.75	\$	4,234.50
19	90 Day Maintenance Period	1	LS	\$	1,953.00	\$	1,953.00

SUBTOTAL BID: \$ 456,029.85

SUBTOTAL BID IN WORDS: FOUR HUNDRED FIFTY-SIX THOUSAND, TWENTY-NINE DOLLARS AND EIGHTY-FIVE CENTS

BID SUMMARY

- 1) MOSSDALE LANDSCAPE AND IRRIGATION IMPROVEMENTS - CIP GG 20-19: \$1,288,137.71
- 2) LOUISE AVENUE LANDSCAPE IMPROVEMENTS - CIP GG 21-15 \$971,124.33
- 3) LATHROP ROAD LANDSCAPE IMPROVEMENTS - CIP GG 21-15 \$456,029.85

TOTAL BID: \$2,715,291.89

TOTAL BID IN WORDS: TWO MILLION, SEVEN HUNDRED-FIFTEEN THOUSAND, TWO HUNDRED NINETY-ONE DOLLARS AND EIGHTY-NINE CENTS

SECTION 00300

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 **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:
 ODYSSEY ENVIRONMENTAL SERVICES, INC.

 5400 W HIGHWAY 12

 LODI, CA. 95242

- (2) Bidder's telephone number: (209)369-6197
- (3) Bidder's fax number: (209)369-6969
- (4) Bidder's Contractor's License (Class): C27
 License No.: 774370
 Expires: 1/31/24
- (5) Person who inspected site of proposed work for Contractor's firm:
 Name: MATT LAWSON Date of Inspection: 8/29/22
- (5) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
CITY OF TRACY 11TH ST BEAUTIFICATION	\$865,000	CITY OF TRACY 333 CIVIC CENTER PLAZA. TRACY, CA. 95376 (209)831-6000
CITY OF LATHROP RETAINING WALL LANDSCAPING	\$271,000.00	CITY OF LATHROP 390 TOWNE CENTER DR. LATHROP, CA 95330 (209)941 7200
STANFORD CROSSING PHASES 1,2, & 3	\$4,000,000.00	SAYBROOK FUND ADVISORS, LLC 303 TWIN DOLPHIN DR. REDWOOD SHORES, CA 94065 (650)-632-4522
STANFORD CROSSING PHASES 1B1-1B2	\$1,662,783.00	SAYBROOK FUND ADVISORS, LLC 303 TWIN DOLPHIN DR. REDWOOD SHORES, CA 94065 (650)-632-4522
RIVER ISLAND N2 PARK	\$962,524.00	LATHROP, CA. 95330 (209)879-7900

SECTION 00300

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15**

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.

	<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1.	BORING	694400	.02%	PACIFIC EXCAVATION 9796 KENT ST, ELK GROVE, CA. 95624
2.				
3.				
4.				
5.				
6.				

Note: Attach additional sheets if required.

SECTION 00300

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS - CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS - CIP GG 21-15

BID PROPOSAL FORMS

ADDENDA

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

NO. 1

Respectfully submitted,

9/1/2022

Dated

ODYSSEY ENVIRONMENTAL SERVICES, INC.

Legal Name of Firm



Signature of Authorized Representative

(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.

KEITH WILLIAMS - PRESIDENT, MANAGER

JANINE WILEY - SECRETARY, TREASURER

SECTION 00300

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19
LOUISE AVE./ LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Odyssey Environmental Services, Inc.

as PRINCIPAL, and Merchants Bonding Company (Mutual)

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 \$ 10% of Amount Bid

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:

- MOSSDALE IRRIGATION AND LANDSCAPE IMPROVEMENTS, CIP GG 20-19
- LOUISE AVE. & LATHROP RD. LANDSCAPE IMPROVEMENTS, CIP GG 21-15

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 30th day of August, 2022

Odyssey Environmental Services, Inc. (Seal)

 (Seal)

Address: 5400 West Highway 12

Lodi, CA 95242

Merchants Bonding Company (Mutual)(Seal)

 (Seal)
Mary Collins, Attorney-in-Fact

Address: 6700 Westown Parkway

West Des Moines, IA 50266-7754

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 Sacramento

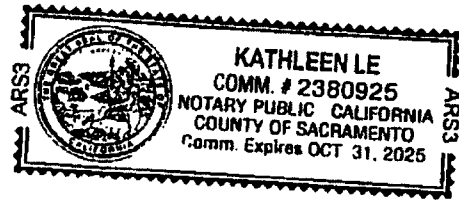
On August 30, 2022 before me, Kathleen Le, Notary Public
(insert name and title of the officer)

personally appeared Mary Collins
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 *Kathleen Le* (Seal)



MERCHANTS
BONDING COMPANY,
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bill Rapp; Brad Espinosa; Breanna Boatright; Claudine Gordon; Deanna Quintero; Elizabeth Colloidi; Jason March; Jennifer Lakmann; John Hopkins; K Corey Ward; Kathleen Le; Kristie Phillips; Marissa Robinson; Mary Collins; Matthew Foster; Michael K Feeney; Mindy Whitehouse; Pamela Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Steven Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of March, 2022.

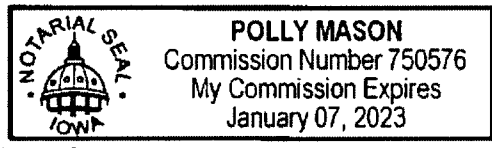


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2022.



William Warner Jr.
Secretary

SECTION 00300

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS - CIP GG 20-19
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS - CIP GG 21-15 **BID PROPOSAL FORMS**

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)

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