

ITEM 4.17

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

ITEM: **AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Awarding Construction Contract to Pacific Excavation, Inc., for Streetlight Improvements for the Louise Ave Landscape Portion of CIP GG 21-15, and Approve Budget Amendment**

SUMMARY:

Portions of Louise Avenue between Interstate 5 and Fifth Street have been improved to accommodate recent development, reduce traffic congestion and increase safety. These improvements included widening, pavement rehabilitation and construction of a center median.

On May 9, 2021, City Council created Capital Improvement Project (CIP) GG 21-15 Louise Avenue Landscape Improvements to provide landscape improvements to the medians between Interstate 5 and Fifth Street. The improvements consist of irrigation, landscaping and lighting.

On August 8, 2022 Council approved the purchase of streetlights along this segment (Project) in order to reduce delays during construction.

The bid solicitation for the construction of the Project was advertised on August 10, 2022 in accordance California Public Contract Code 22032 and the Lathrop Municipal Code Section 2.36.060.

A total of three (3) 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 Pacific Excavation, Inc. (Pacific), with a bid of \$593,167.

Staff is requesting City Council award a construction contract to Pacific for CIP GG 21-15, Streetlights for Louise Avenue Landscape in the amount of \$593,167. Staff requests City Council authorize a 15% construction contingency of \$88,975 for a total cost not to exceed \$682,143.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR
STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15, AND
APPROVE BUDGET AMENDMENT

BACKGROUND:

On May 9, 2021, City Council created Capital Improvement Project (CIP) GG 21-15 Louise Avenue Landscape Improvements to provide landscape improvements to the medians between Interstate 5 and Fifth Street.

Subsequent to the creation of CIP GG 21-15, the installation of streetlights along this segment of Louise Avenue (Project) was desired. To support this addition, City Council approved the purchase of the streetlights at the Regular City Council Meeting on August 8, 2022.

The Project consists of construction of concrete pole foundations, installation and connection of conduit and wiring and meter connection, and the installation of twelve (12) single and twenty-four (24) double luminaire decorative streetlights.

City staff prepared the technical specifications and Kier and Wright, Inc. conducted photometric analysis and prepared the 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 three (3) bids for the Streetlight Project, all determined to be responsive and responsible, were received and opened by the City Clerk on September 1, 2022. The bid results are summarized in Table 2 below:

Table 2: Summary of Bid Results-CIP GG 21-15 Streetlight Project

Contractor	Total Bid
Pacific Excavation, Inc.	\$593,167.00
Power Design Electric, Inc.	\$829,590.00
Tennyson Electric, Inc.	\$848,790.00

Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the Streetlight Project was determined to be Pacific Excavation, Inc. (Pacific), with a bid of \$593,167.

Staff is requesting City Council award a construction contract to Pacific for the installation of streetlights on Louise Avenue for CIP GG 21-15, Streetlights for Louise Avenue in the amount of \$593,167. Staff also requests City Council authorize a 15% construction contingency of \$88,975 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$682,143.

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR
STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15, AND
APPROVE BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

The proposed Project will provide attractive streetlighting for the segment of Louise Avenue from Interstate 5 to Fifth Street. The streetlights will expand the area of and conform to the streetlighting theme of the City’s other principal arterial streets: Golden Valley Parkway and Lathrop Road.

FISCAL IMPACT:

Staff requests City Council award a construction contract to Pacific Excavation, Inc. in the amount of \$593,167 for the installation of City-purchased streetlights on Louise Avenue. Staff also requests Council authorize a 15% construction contingency in the amount of \$88,975 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$682,143.

Funding for construction of the Project was included in the adopted Fiscal Year 22/23 budget; however, sufficient funds were not allocated. Therefore, staff request City Council approve a budget amendment transferring \$682,143 from the Streets Reserves Fund (1010) to the General CIP Fund (3010) as follows:

<u>Decrease Street Reserves</u>		
1010-251-03-00		\$682,143
 <u>Increase Transfer Out</u>		
1010-9900-990-9010		\$682,143
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 21-15	\$682,143
 <u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 21-15	\$682,143

ATTACHMENTS:

- A. Resolution Awarding Construction Contract to Pacific Excavation, Inc., for Streetlight Improvements for the Louise Ave Landscape Portion of CIP GG 21-15, and Approve Budget Amendment
- B. Construction Contract with Pacific Excavation, Inc. for CIP GG 21-15, Streetlights for Louise Avenue Landscape

CITY MANAGER'S REPORT
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR
STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CAPITAL IMPROVEMENT
PROJECT GG 21-15

APPROVALS:



Steven Hollenbeak
Assistant Engineer

9.7.22

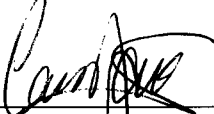
Date



Ken Reed
Senior Construction Manager

9-7-22


Date



Cari James
Director of Finance

9/8/2022


Date



Michael King
Assistant City Manager

9.7.2022

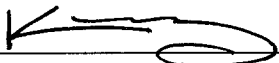
Date



Salvador Navarrete
City Attorney

9.6.2022

Date



Stephen J. Salvatore
City Manager

9.8.2022

Date

FOR

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC., FOR STREETLIGHT IMPROVEMENTS FOR THE LOUISE AVE LANDSCAPE PORTION OF CIP GG 21-15, AND APPROVE BUDGET AMENDMENT

WHEREAS, on May 9, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-15 Louise Avenue Landscape Improvements to construct landscape, landscape lighting and irrigation improvements in the medians from Interstate 5 to Fifth Street; and

WHEREAS, subsequent to the creation of this CIP, the addition of streetlights to the medians and roadside was desired, and City Council approved the purchase of the streetlights at City Council Regular Meeting of August 8, 2022; and

WHEREAS, bids for the construction of the streetlight improvements were solicited separately from those for the construction of the landscape improvements to minimize the city's cost for both scopes of work; and

WHEREAS, the scope of the streetlight work, Streetlights for Louise Avenue Landscape, CIP GG 21-15 (Project) includes the construction of concrete pole foundations, installation and connection of conduit and wiring, meter connection, and the installation of City-purchased decorative single and double luminaire streetlights; 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 three (3) 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 Project was determined to be Pacific Excavation, Inc. (Pacific) with a bid of \$593,167; and

WHEREAS, staff requests City Council award a contract to Pacific in the amount of \$593,167 for the installation of City-purchased streetlights on Louise Avenue; and

WHEREAS, staff also requests Council authorize a 15% construction contingency in the amount of \$88,975 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$682,143; and

WHEREAS, Funding for construction of the Project was included in the adopted Fiscal Year 22/23 budget; however, sufficient funds were not allocated to the Project; therefore, staff request City Council approve a budget amendment transferring \$682,143 from the Street Reserves Fund (1010) to the General CIP Fund (3010) as follows:

<u>Decrease Street Reserves</u>		
1010-251-03-00		\$682,143
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$682,143
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 21-15	\$682,143
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 21-15	\$682,143

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a contract to Pacific Excavation, Inc. for installation of streetlights on Louise Avenue for CIP GG 21-15 Louise Avenue Landscape Improvements, for a cost of \$593,167; 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 \$88,975 for a total cost not to exceed \$682,143 for the installation of streetlights 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 \$682,143 from the General Fund Street Reserves Fund (1010) to the General CIP GG 21-15 Fund (3010) for the installation of streetlights on 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:

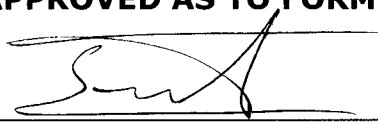
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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 **Pacific Excavation, 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 **STREETLIGHTS FOR LOUISE AVENUE 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 installation of single and dual electrolier streetlights, construction of pole foundations, routing and connection of all appurtenant conduit and wiring, and meter connection, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 50 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: \$593,167

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 **Pacific Excavation, Inc.** on September 1, 2022 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.

SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
CIP GG 21-15

CONSTRUCTION CONTRACT

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

SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
CIP GG 21-15

CONSTRUCTION CONTRACT

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

SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
CIP GG 21-15

CONSTRUCTION CONTRACT

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 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

SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
CIP GG 21-15

CONSTRUCTION CONTRACT

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 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

SECTION 00500

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 pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
CIP GG 21-15

CONSTRUCTION CONTRACT

- (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

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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: Pacific Excavation, Inc.
Mailing Address: 9796 Kent Street Elk Grove, CA 95624
Phone: 916.686.2806
Email:
ATTN: Tim Paxin

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

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

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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:

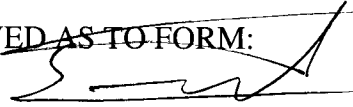
By: _____

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

**STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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: **STREETLIGHTS FOR LOUISE AVE. LANDSCAPE, 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 basis for award of the contract will be the 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.

**STREETLIGHTS FOR LOUISE AVE. LANDSCAPE IMPROVEMENTS
CIP GG 21-15**

REVISED BID SCHEDULE – R1

BID ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	20,000.00	20,000.00
2	Traffic Control	1	LS	25,000.00	25,000.00
3	Install City-Provided Dual Lamp Streetlight, incl. Foundation / PCC Cap & Conduit / Wiring from Splice Box	20	EA	8,500.00	178,000.00
4	Install City-Provided Single Lamp Streetlight, incl. Foundation / PCC Cap & Conduit / Wiring from Splice Box	19	EA	8,800.00	161,500.00
5	2" SCH 40 Conduit w/ (2) #8 Cu Wire & (1) #10 Bare Copper Gnd.	3750	LF	31.00	116,250.00
6	#3-1/2 Splice Box w/ Fuse Kit @ Pole	39	EA	500.00	19,500.00
7	Relocate Existing Utility Box on Median	4	EA	1,000.00	4,000.00
8	Bore for POCs	3	EA	4,000.00	12,000.00
9	Trench / Conduit for AC Outlets	2,140	LF	12.00	25,680.00
10	Electrical Outlets (GFI)	38	EA	300.00	11,400.00
11	3 POCs Including Restoration	1	LS	16,837.00	16,837.00
12	3.5 Caltrans Box with Bolt Lid	6	EA	500.00	3,000.00

TOTAL BID : 593,167.00

TOTAL BID IN WORDS : Five Hundred Ninety Three Thousand One Hundred Sixty Seven Dollars & No Cents

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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:

Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation

9796 Kent Street

Elk Grove, Ca. 95624

- (2) Bidder's telephone number: 916-686-2800

- (3) Bidder's fax number: 916-686-2806

- (4) Bidder's Contractor's License (Class): A and C10

License No.: 694400

Expires: 08-31-2024

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

Name: Denny Furtado Date of Inspection: 8-25-22

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

Project	Contract Price	Name, Address and Telephone Number of Owner
<i>See attached</i>		

Experience Statement



Owner / General:	Project:	Amount:
City of Turlock 156 S Broadway #150 Turlock, Ca 95380 (209)668-5599	West Main & West Avenue Signal Improvements Randy Jones	\$352,084.00 Completed 1-2020
City of Sacramento 915 I Street, Rm 2000 Sac., Ca 95814 (916) 808-8300	HSIP Advanced Dilemma T/S Detection System Kalieb Haile	\$325,986.00 Completed 11-2019
City of Sacramento 915 I Street Rm 2000 Sac., Ca 95814 (916) 808-8300	Midtown Street Lighting Ph 3 John Matoba	\$398,264.00 Completed 3-2020
City of Sacramento 915 I Street Rm 2000 Sac., Ca 95814 (916) 808-8300	HSIP Hybrid Beacons Ped Signals Bob Lorusso	\$1,568,062.86 Completed 12-2020
City of Turlock 156 S Broadway #150 Turlock, Ca 95380 (209) 668-5599	Tully & Tuolumne Imp Traffic Signal Randy Jones	\$467,801.00 Completed 10-2021
Saybrook 303 Twin Dolphins Dr 600 Redwood City , Ca 94065 (650) 632-4522	GVP & Stanford Traffic Signal Jeff Wilson/Ben Navarro	\$448,366.00 Completed 9-2021

All projects above were completed on time with no liquated damages, claims, lawsuits or stop notices

A handwritten signature in black ink, appearing to read "Prescilla Gastelum".

Prescilla Gastelum
Corporate Secretary

8.30.2022
Date

9796 Kent Street
Elk Grove, Ca 95624
916-686-2800

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

None

Note: Attach additional sheets if required.

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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):

1

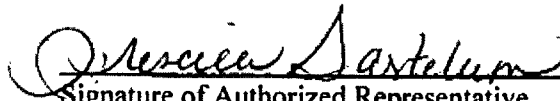
Respectfully submitted,

Tim Paxin's Pacific Excavation, Inc.
dba Pacific Excavation

8.30.22

Dated

Legal Name of Firm


Signature of Authorized Representative
Corporate Secretary
(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.

Tim Paxin President Elk Grove, CA. 95624

Jim Paxin V.P. Elk Grove, CA. 95624

Prescilla Gastelum Corp Secretary Elk Grove, CA. 95624

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
CIP GG 21-15

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Tim Paxin's Pacific Excavation, Inc.

as PRINCIPAL, and Great American 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 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:

STREETLIGHTS FOR LOUISE AVE. 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 16 day of Aug., 2022.

Tim Paxin's Pacific Excavation, Inc. (Seal)

Marcia Sastelum (Seal)
Corporate Secretary

Address: 9796 Kent Street, Elk Grove, CA 95624

Great American Insurance Company (Seal)

James D. Einerson (Seal)

Address: James D. Einerson, Attorney-in-Fact

301 E 4th Street Cincinnati, OH 45202

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 16, 2022 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared James D. Einerson, Attorney-in-Fact
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Gail C. Einerson (Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER, CALIFORNIA	\$100,000,000
MICHELLE FURNO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of DECEMBER 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Mark V Vicario

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 2ND day of DECEMBER, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16 day of August 2022



Atty L C B

Assistant Secretary

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
CIP GG 21-15

BID PROPOSAL FORMS

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

NONCOLLUSION AFFIDAVIT

STATE OF California)
)
COUNTY OF Sacramento) ss.

Prescilla Gastelum being first duly sworn, deposes and says that he or she is
Tim Paxin's Pacific Excavation, Inc.dba
Corporate Secretary of Pacific Excavation 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.

Prescilla Gastelum
Signature of: President, Secretary,
Manager, Project Manager or Representative

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.

Seal _____

Signature _____

*been Attached
Jurat Cert.*

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not*

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

Subscribed and ~~sworn~~ to (or affirmed) before
 on this 30th day of August, 2022,
 by Date Month Year
 (1) PRESCILLA GASTELUM
 (and (2) _____),
 Name(s) of Signer(s)

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

Signature Michelle L. Pereira
 Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE
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 X

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

N/A

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)

**PAGE LEFT
INTENTIONALLY
BLANK**