

APRIL 10, 2023 CITY COUNCIL REGULAR MEETING**RATIFY CITY MANAGER’S EXECUTION OF A CONSTRUCTION CONTRACT WITH NOR-CAL CONCRETE COMPANY FOR TEMPORARY ANIMAL SHELTER CONCRETE, CIP GG 23-06 AND APPROVE BUDGET AMENDMENT****BACKGROUND:**

October 10, 2022, City Council approved the creation of CIP GG 23-06 Temporary Animal Shelter to provide a facility for the subject services until the City’s permanent animal shelter is constructed. The Project consists of minor grading and excavation, and the construction of six (6) concrete slabs and a concrete mow strip. The slabs will be used as foundations for the placement of two (2) 6-kennel and one (1) 18-kennel modular animal shelter structures.

The concrete mow strip will provide the base for an outdoor steel-fenced animal run to be installed as a function of a separate project following placement of the modular buildings, and will discourage animals from digging under the fence. The Project also includes minor modifications to concrete curb & gutter at the Lathrop Police Station, which will accommodate placement of kennels for Lathrop Police Department’s K-9 dogs.

City staff prepared the plans and technical specifications. The informal bid solicitation package for the construction of the Project was advertised on January 30, 2023 in accordance with Informal Bidding Procedures in CA PCC 22034 and LMC 3.30.060 and 3.30.070.

Six (6) bids, all determined to be responsive and from responsible bidders were received and opened by Public Works on February 14, 2023. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
Nor-Cal Concrete Company	\$ 76,590.00
MG and JC Concrete, Inc.	\$103,846.00
Bianchi Concrete	\$109,790.80
Westside Landscape & Concrete, Inc.	\$123,677.64
B&M Builders, Inc.	\$138,380.00
Diede Construction, Inc.	\$173,526.00

Staff reviewed and evaluated the bids, and determined that the lowest bid is from Nor-Cal. Due to anticipated inclement weather and the immediate need to construct the temporary animal shelter, the City Manager executed the contract with Nor-Cal to enable construction of the Project immediately following bidding when a window of clear weather was anticipated. Therefore, Staff requests City Council adopt a resolution ratifying the City Manager’s execution of a construction contract with Nor-Cal in the amount of \$76,590.

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Staff also requests City Council authorize a 20% construction contingency of \$15,318, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total Project cost not to exceed \$91,908.

Staff also requests City Council authorize an additional \$100,000 to fund necessary site improvements for CIP GG 23-06 Temporary Animal Shelter, including parking, concrete flatwork and landscaping and approve a total budget amendment of \$191,908.

REASON FOR RECOMMENDATION:

The City of Lathrop animal shelter services were previously provided by the City of Manteca (Manteca). As the City’s permanent animal shelter is approximately 2 years from completion, approval of the subject contract will support the timely construction of the temporary facility to ensure uninterrupted provision of the City’s animal shelter services.

FISCAL IMPACT:

Table 2 below is a summary of the budget and expenses to date for CIP GG 23-06, Temporary Animal Shelter.

Table 2: Project Financial Summary - CIP GG 23-06

Budget		Expenses	
ITEM	VALUE	ITEM	VALUE
Reso 22-5168 - 10/12/22	\$502,000	Shelter Materials	\$ 26,778.14
Reso 23-XXX - 4/10/23	\$191,908	Modular Kennels	\$322,433.00
		Site Improvements	\$ 82,554.91
		Concrete slabs	\$ 76,590.00
		Security Cameras / Software	\$ 17,132.10
TOTAL BUDGET:	\$693,908	TOTAL EXPENSES TO DATE:	\$525,488.15

Staff requests City Council ratify the City Manager’s execution of a construction contract with Nor-Cal in the amount of \$76,590 and authorize a 20% construction contingency of \$15,318, for a total Project cost not to exceed \$91,908.

Staff also requests City Council authorize an additional \$100,000 for necessary site improvements for CIP GG 23-06 Temporary Animal Shelter, including parking, concrete flatwork and landscaping.

Sufficient funds were not included in the adopted FY 22/23 budget. Therefore, Staff requests City Council approve a budget amendment to fund the estimated total construction costs for CIP GG 23-06, Temporary Animal Shelter transferring

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\$191,908 from the General Fund Reserve (1010) to the CIP Project Fund (3010) as detailed below.

<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$191,908
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 23-06	\$191,908
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 23-06	\$191,908

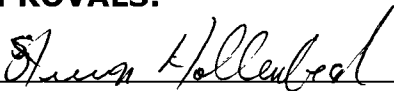
ATTACHMENTS:

- A. Resolution Ratifying City Manager’s Execution of a Construction Contract with Nor-Cal Concrete Company for the Temporary Animal Shelter Concrete, CIP GG 23-06 and Approving Budget Amendment

- B. Executed Construction Contract with Nor-Cal Concrete Company for Temporary Animal Shelter Concrete, CIP GG 23-06

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APPROVALS:



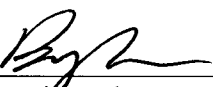
Steven Hollenbeak
Assistant Engineer

3.28.23
Date



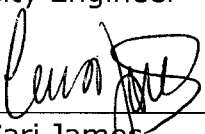
Ken Reed
Senior Construction Manager

3-28-23
Date



Brad Taylor
City Engineer

4/3/2023
Date



Cari James
Director of Finance

4/3/2023
Date



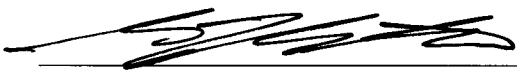
Michael King
Assistant City Manager

3.28.23
Date



Salvador Navarrete
City Attorney

3.30.2023
Date



Stephen J. Salvatore
City Manager

4.4.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER'S EXECUTION OF A CONSTRUCTION CONTRACT WITH NOR-CAL CONCRETE COMPANY FOR TEMPORARY ANIMAL SHELTER CONCRETE, CIP GG 23-06 AND APPROVING BUDGET AMENDMENT

WHEREAS, on October 10, 2022, City Council approved the creation of Capital Improvement Project (CIP) GG 23-06 Temporary Animal Shelter to provide a facility for the subject services until the City's permanent animal shelter is constructed; and

WHEREAS, the work contemplated by this contract will provide concrete improvements at the Corporation Yard for the placement of modular animal shelter buildings and modifications to concrete curb & gutter at the Lathrop Police Station for Police K-9 kennels (Project); and

WHEREAS, City staff prepared and distributed the plans and technical specifications for informal bid solicitation on January 30, 2023 in accordance with Informal Bidding Procedures in CA Public Contract Code 22034 (California Uniform Public Construction Cost Accounting Act) and Lathrop Municipal Code 3.30.060 and 3.30.070; and

WHEREAS, a total of six (6) bids were received and opened by Public Works on February 14, 2023; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Nor-Cal Concrete Company (Nor-Cal) with a bid of \$76,590; and

WHEREAS, the City Manager has executed a construction contract with Nor-Cal for \$76,590; and

WHEREAS, staff requests Council ratify the construction contract with Nor-Cal in the amount of \$76,590 for the construction of the Project; and

WHEREAS, staff also requests Council authorize a 20% construction contingency in the amount of \$15,318 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total Project cost not to exceed \$91,908; and

WHEREAS, sufficient funds were not included in the adopted Fiscal Year 22/23 budget for CIP GG 23-06 to fund the Project construction and related site improvements; therefore, staff requests City Council approve a budget amendment transferring \$191,908 from General Fund Reserve to the Project CIP fund as follows:

<u>Increase Transfer Out</u> 1000-9900-990-9010		\$191,908
<u>Increase Transfer In</u> 3010-9900-393-0000	GG 23-06	\$191,908
<u>Increase Expenditures</u> 3010-8000-420-12-00	GG 23-06	\$191,908

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby ratifies the City Manager’s execution of a construction contract with Nor-Cal Concrete Company for Temporary Animal Shelter Concrete, CIP GG 23-06 for a cost of \$76,590; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize a 20% construction contingency in the amount of \$15,318 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 does hereby authorize an additional \$100,000 for related site improvements for CIP GG 23-06, Temporary Animal Shelter; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby ratify approve a budget amendment transferring \$191,908 from General Fund Reserve to the Project CIP fund as detailed above.

The foregoing resolution was passed and adopted this 10th day of April, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

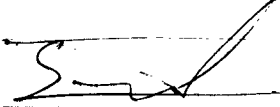
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SECTION 00500**ANIMAL SHELTER CONCRETE, CIP GG 23-06
CUPCCAA INFORMAL BID SOLICITATION****CONSTRUCTION CONTRACT****CONSTRUCTION CONTRACT**

This Contract, dated **March 1**, 2023, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Nor-Cal Concrete Company** (Contractor), whose Taxpayer Identification Number is 94-1740610.

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 **Animal Shelter Concrete, CIP GG 23-06** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The 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 sawcutting and removal of asphalt paving and concrete, and construction of concrete curb and flatwork and any task necessary to accomplish the aforementioned tasks at the City's Corporation Yard and Police Station.

The work shall be **completed within 30 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: \$76,590.00 (Seventy-Six Thousand Five Hundred Ninety Dollars)

2. **Construction Documents.** This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Nor-Cal Concrete Company on February 14, 2023. 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.
3. **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.

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CONSTRUCTION CONTRACT

In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

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9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) **Compliance with Labor Code Section 1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) **Express Condition Precedent to Payment of Contract Price.** Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor.

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The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.

- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

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

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

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- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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;

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CONSTRUCTION CONTRACT

- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (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

**ANIMAL SHELTER CONCRETE, CIP GG 23-06
CUPCCAA INFORMAL BID SOLICITATION**

CONSTRUCTION CONTRACT

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

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

To Contractor: Nor-Cal Concrete Company

Mailing Address: PO Box 521, Suisun, CA 94585

Phone: (707) 425-6144

Email: norcalconcrete@sbcglobal.net

ATTN: Joe Ardave

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 to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.

SECTION 00500

ANIMAL SHELTER CONCRETE, CIP GG 23-06
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION 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.
- (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).

SECTION 00500

ANIMAL SHELTER CONCRETE, CIP GG 23-06
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

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

**ANIMAL SHELTER CONCRETE, CIP GG 23-06
CUPCCAA INFORMAL BID SOLICITATION**

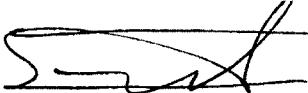
CONSTRUCTION CONTRACT

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

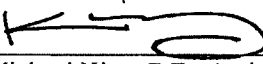
CONTRACTOR

Contracted by:
By: Joe Ardave
4428440F057F4C7...
Name: Joe Ardave
Title: president


CITY OF LATHROP Council Meeting 04/10/2023
APPROVED AS TO FORM: Resolution No. 23-

By: 
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: 
Michael King, P.E., Assistant City Manager

APPROVED:

By: 
Stephen J. Salvatore, City Manager

(END OF SECTION)

EXHIBIT "A"

SECTION 00300

ANIMAL SHELTER CONCRETE - CIP GG 23-06
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ANIMAL SHELTER CONCRETE, CIP GG 23-06

BID SCHEDULE

BID ITEM	SITE	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	P	Sawcut / Remove PCC Sidewalk	68	SF	\$12.00	\$816.00
2	P	Sawcut / Remove Asphalt	330	SF	\$12.00	\$3960.00
3	P	Grading for Concrete	330	SF	\$6.00	\$1980.00
4	P	Form & Pour PCC @ 6" Deep	330	SF	\$15.00	\$4950.00
5	P	Form & Pour PCC 6" Vert. Curb	8	LF	\$45.00	\$360.00
6	P	Form & Pour PCC Sidewalk	64	SF	\$12.00	\$768.00
7	C	Form & Pour 6 PCC Slabs @ 6" Deep	3,954	SF	\$14.00	\$55,356.00
8	C	Form & Pour PCC Mow Strip	400	LF	\$21.00	\$8,400.00

P: POLICE STATION C: CORPORATION YARD

TOTAL BID: \$ 76,590.00TOTAL BID IN WORDS: Seventy Six thousand five hundred & Ninety dollars cu

00300-2

SECTION 00300

**ANIMAL SHELTER CONCRETE - CIP GG 23-06
CUPCCAA INFORMAL BID SOLICITATION**

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: Nor Cal Concrete
PO Box 521
Suisun City CA 94585
- (2) Bidder's telephone number: 707 425 6144
- (3) Bidder's fax number: 707 425 5453
- (4) Bidder's Contractor's License (Class): C-8
License No.: 271483
Expires: 7-31-23
- (5) Person who inspected site of proposed work for Contractor's firm:
Name: Joe Ardave Date of Inspection: 2-9-23
- (6) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Caltrans 04-303204	479,100.00	State of CA Dept. of Transportation 1727 30th St Sacramento CA 95816 510 526 3424
Power Inn Siskiyou	254,426	Co. of Sacramento 9700 Goethe Rd St. D Sacramento CA 916 650-7821
Sacramento JM-03B	79,420	John M. G. H. Construction 1430 Blue Oak Bl Roseville CA 916 923-3
The Rivers Ph. II	141,151.00	River 18 LLC, 601 University Ave Sacramento CA 95825
Yosemite South End	750,730	Fed Highway Admin 12300 W. Dakota Ave Lake Wood CO 80228 775-267-6800

SECTION 00300

**ANIMAL SHELTER CONCRETE - CIP GG 23-06
CUPCAA INFORMAL BID SOLICITATION**

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. <i>Not Applicable</i>			
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

ANIMAL SHELTER CONCRETE - CIP GG 23-06
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

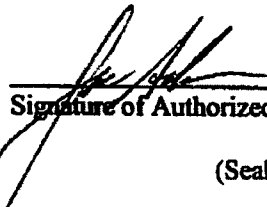
Bidder acknowledges receipt of the following addendum (addenda):

0

Respectfully submitted,

2-14-23
Dated

Nov Cal Concrete
Legal Name of Firm


Signature of Authorized Representative
(Seal)

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

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.

Joe Ardace - President
707 Eldridge Ave. Vacaville CA 95688

Paul Ardace - Secretary
6161 N. King St Vacaville CA 95688

Bond No. CSBA-23028

SECTION 00300

**ANIMAL SHELTER CONCRETE - CIP GG 23-06
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Nor-Cal Concrete Company

as PRINCIPAL, and Old Republic Surety Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent (10%) of the 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 Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **ANIMAL SHELTER CONCRETE, CIP GG 23-06.**

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

SECTION 00300

**ANIMAL SHELTER CONCRETE - CIP GG 23-06
CUPCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 7th day of February, 2023.

Nor Cal Concrete Company (Seal)

 (Seal)

Address: P.O. Box 521

Suisun City, CA 94585

Old Republic Surety Company (Seal)

 (Seal)
Chelsea Libradora, Attorney-in-Fact

Address: 1610 R St. Suite 300

Sacramento, CA 95811

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

*Please See California All-Purpose
Acknowledgment Attached*

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.

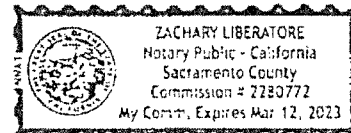
State of California
County of Sacramento)

On FEB 07 2023 before me, Zachary Liberatore, Notary Public
(insert name and title of the officer)

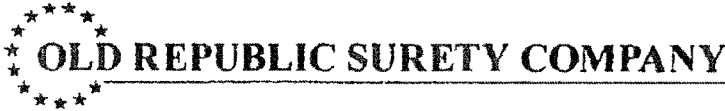
personally appeared Chelsea Liberatore
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 *Zachary Liberatore* (Seal)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint Daniel Huckabay, Arturo Ayala, Shaurna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell of Orange, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or ratification 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 3rd day of November 2022

Handwritten signature of Karen J. Haffner, Assistant Secretary



Handwritten signature of Alan Pavic, President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 3rd day of November 2022, personally came before me, Alan Pavic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Handwritten signature of Kathryn R. Pearson, Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7242



Signed and sealed at the City of Brookfield, WI this 7th day of February 2023

Handwritten signature of Karen J. Haffner, Asst. Secy

ORSC 22262 (3-06)

Commercial Surety Bond & Ins

CALIFORNIA ALL PURPOSE 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 SOLANO }

On FEB-13-2023 before me, AMMITA UPPAL Notary
Date Insert Name and Title of the officer

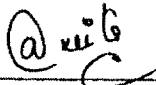
Public, personally appeared DANIEL HARMAN ARDAVE

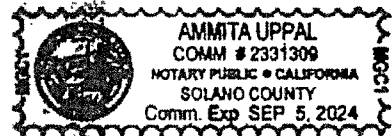
Name(s) of Signer(s)

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: 



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

SECTION 00300

**ANIMAL SHELTER CONCRETE - CIP GG 23-06
CUPCAA INFORMAL BID SOLICITATION**

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.

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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