

ITEM 4.12

CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO MARINA LANDSCAPE INC. FOR CONSTRUCTION OF THE GREEN PARK IMPROVEMENTS, CIP PK 22-12 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to Marina Landscape, Inc. for The Green Park Improvements, CIP PK 22-12 and Approving Budget Amendment.**

SUMMARY:

On June 3, 2021, City Council approved the creation of The Green Park Improvements, Capital Improvement Project (CIP) PK 22-12 to replace the existing play equipment, install rubberized playground surfacing and update various landscape elements (Project).

The plans and specifications for the construction of the Project were formally advertised for bid on May 29, 2024 pursuant to California Public Contract Code (PCC) 20160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened four (4) bids on June 20, 2024. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Marina Landscape, Inc. (Marina) with a base bid of \$485,891.

Staff requests City Council award a construction contract to Marina for the construction of the Project in the amount of \$485,891. Staff also requests City Council authorize a 15% construction contingency of \$72,885 for a total cost not to exceed \$558,776 and authorize staff to spend the contingency as necessary to achieve the goals of the Project.

Staff also requests Council approve the purchase of the exercise equipment for \$22,250.47 and play structure for \$241,987.96 for the Project, for a total cost of \$264,238.43.

Sufficient funds were not allocated in the approved Fiscal Year (FY) 2024-25 budget to award the construction contact and purchase the play structure and exercise equipment; therefore, a budget amendment of \$100,000 is requested to have sufficient funds to complete the Project.

BACKGROUND:

The Green Park is over 17 years old, one acre in size, and located in the Mossdale Landing area south of River Islands Pkwy. and east of McKee Blvd. On June 3, 2021,

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City Council approved the creation of the Project to replace the aging play structure and provide new recreation opportunities for older children.

Sam Harned Landscape Architecture prepared the plans and technical specifications for the Project, which features the replacement of aging and outdated play equipment with a larger structure. The new structure will provide opportunities for children aged 5-12, expanding upon the existing structure’s design for younger children. Colorful rubberized surfacing will replace the aging wood fiber fall surface.

Landscape work includes the installation of drought-tolerant accent trees, shrubs and groundcover, irrigation, sod turf, concrete walkways, grouted cobbles and decomposed granite surfacing. Additional work includes the demolition of some concrete pathways and lawn areas.

Staff released the plans and specifications for bid solicitation on May 29, 2024 pursuant to CA PCC 20160 and LMC 2.36.060. Four (4) bids were received and opened by the City Clerk on June 20, 2024, all determined to be responsive and from responsible bidders. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results- The Green Park Improvements

Contractor	Base Bid
Marina Landscape, Inc.	\$485,891
Odyssey Environmental Services	\$580,525
Westside Landscape & Concrete, Inc.	\$635,535
Frontline General Engineering Construction, Inc.	\$769,004

Staff reviewed and evaluated the bids, and determined that the lowest responsible bidder is Marina, with a base bid of \$485,891. Staff requests City Council adopt a resolution awarding a construction contract to Marina for \$485,891 for the construction of the Project.

Staff also requests City Council authorize a 15% construction contingency of \$72,885, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$558,776.

Staff further requests City Council approve the purchase of the play structure and exercise equipment via authorized multiple award schedules as summarized below:

Item	Cost	Vendor	Vendor Id
Play Structure	\$241,987.96	Park Planet	CMAS 4-16-78-0038E-SUP 3
Exercise Equipment	\$22,250.47	Greenfields	Sourcewell 010721-GRN

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REASON FOR RECOMMENDATION:

The proposed improvements will provide a larger and more challenging play structure suited to a wider age range of children. The upgrade from wood fiber to rubberized surfacing will improve safety and aesthetics.

FISCAL IMPACT:

The proposed construction contract with Marina is for \$485,891. A 15% construction contingency is requested in the amount of \$72,885 for a total cost not to exceed \$558,776.

Sufficient funds were not allocated in the approved Fiscal Year (FY) 2024/25 budget for CIP PK 22-12 to award the contract; therefore, a budget amendment of \$100,000 from the Measure C Fund (1060) to the CIP Project Fund is requested as detailed below:

<u>Increase Transfer Out</u>		
1060-99-00-990-90-10		\$100,000
 <u>Increase Transfer In</u>		
3010-99-00-393-00-00	PK 22-12	\$100,000
 <u>Increase Expenditures</u>		
3010-80-00-420-12-00-00	PK 22-12	\$100,000

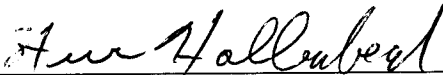
The budget transfer of \$100,000 from the Measure C Fund (1060) is contingent upon the Measure C oversight committee finding the expenses in compliance with appropriate use of Measure C funds.

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to Marina Landscape, Inc. for The Green Park Improvements, CIP PK 22-12
- B. Construction Contract with Marina Landscape, Inc. for The Green Park Improvements, CIP PK 22-12
- C. Proposal from Park Planet for Play Structure
- D. Proposal from Greenfields for Exercise Equipment

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APPROVALS:



Steven Hollenbeak
Assistant Engineer

6.27.24
Date



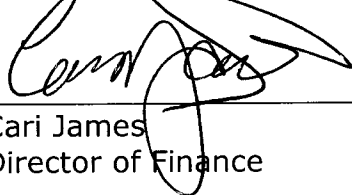
Ken Reed
Senior Construction Manager

6.27.24
Date



Brad Taylor
City Engineer

6/27/2024
Date




Cari James
Director of Finance

7/1/2024
Date



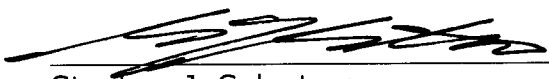
Michael King
Assistant City Manager

6.27.2024
Date



Salvador Navarrete
City Attorney

7/1/2024
Date



Stephen J. Salvatore
City Manager

7.2.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC. FOR THE GREEN PARK IMPROVEMENTS, CIP PK 22-12

WHEREAS, on June 3, 2021, City Council approved the creation of The Green Park Improvements, Capital Improvement Project (CIP) PK 22-12 (Project) to provide new play equipment, rubberized surfacing and other typical park amenities; and

WHEREAS, on May 29, 2024, the City solicited bids for the construction of the Project pursuant to PCC 20160 and LMC 2.36.060; and

WHEREAS, a total of four (4) bids were received and opened by the City Clerk on June 20, 2024; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Marina Landscape, Inc. (Marina) with a base bid of \$485,891; and

WHEREAS, staff requests City Council award a construction contract to Marina in the amount of \$485,891 for the construction of the Project; and

WHEREAS, staff also requests Council authorize a 15% construction contingency in the amount of \$72,885, for a total cost of \$558,776 and authorize staff to spend the contingency as necessary to achieve the goals of the Project; and

WHEREAS, staff also requests Council approve the purchase of the exercise equipment and play structure for the Project for a total cost of \$264,238.43; and

WHEREAS, sufficient funds were not allocated to CIP PK 22-12 in the approved Fiscal Year (FY) 2024/25 budget for the construction of the Project, staff also requests Council authorize a budget amendment transferring \$100,000 from the Measure C Fund (1060) to the Project CIP fund, predicated on approval of the Measure C Committee to reimburse the project as detailed below:

<u>Increase Transfer Out</u>		
1060-99-00-990-90-10		\$100,000
<u>Increase Transfer In</u>		
3010-99-00-393-00-00	PK 22-12	\$100,000
<u>Increase Expenditures</u>		
3010-80-00-420-12-00-00	PK 22-12	\$100,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to Marina Landscape, Inc. for the construction of The Green Park Improvements, CIP PK 22-12 with a base bid of \$485,891; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 15% construction contingency of \$72,885, for a total cost of \$558,776 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 the purchase of the exercise equipment and play structure for the Project for a total cost of \$264,238.43; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget transfer of \$100,000 for the purchase of exercise equipment and play equipment as detailed above.

The foregoing resolution was passed and adopted this 8th day of July, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

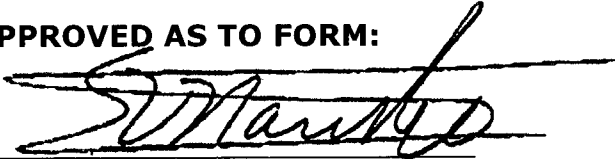
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated July 8, 2024, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Marina Landscape, Inc.**, (Contractor), whose Taxpayer Identification Number is 95-3760820.

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

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **The Green Park Improvements, CIP PK 22-12** (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 demolition of portions of existing infrastructure, and installation of a playground structure, rubberized surfacing, landscaping and other typical park amenities, 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: \$485,891 (Four Hundred Eighty Five Thousand Eight Hundred Ninety-One Dollars)

3. **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, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by **Marina Landscape, Inc.** on June 20, 2024. 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.

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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 effecting 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

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continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

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

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

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

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substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

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

RECORD OF WAGES PAID: INSPECTION

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

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

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

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

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under *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;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

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

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

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

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PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____
Mailing Address: _____
Phone: _____
Email: _____
ATTN: _____

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.
- (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.

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- (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 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

SECTION 00500

THE GREEN PARK IMPROVEMENTS
CIP PK 22-12

CONSTRUCTION CONTRACT

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

THE GREEN PARK IMPROVEMENTS
CIP PK 22-12

CONSTRUCTION CONTRACT

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

CONTRACTOR:

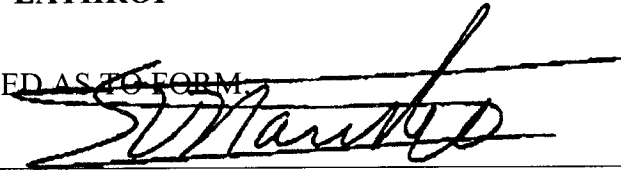
By: _____

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

EXHIBIT A

SECTION 00300

THE GREEN PARK IMPROVEMENTS
CIP PK 22-12

BID PROPOSAL FORMS

BID PROPOSAL FORMS

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

ATTENTION: City Clerk

FOR: THE GREEN PARK IMPROVEMENTS, CIP PK 22-12

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.

ATTACHMENT A

**THE GREEN PARK IMPROVEMENTS, CIP PK 22-12
REVIESED BID SCHEDULE**

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	18,000 -	18,000 -
2	Traffic Control	1	LS	4,000 -	4,000 -
3	Erosion and Sediment Control Plan	1	LS	1,100 -	1,100 -
4	Site Clearing & Demolition	21,750	SF	.60	13,050 -
5	Rough Grading & Establish Subgrade	21,750	SF	.90	19,575 -
6	Import Soil	1	CY	145 -	145 -
7	Play Area Drain	2	EA	3,000 -	6,000 -
8	Area Drain @ Fitness Equipment	1	EA	255 -	255 -
9	Landscape Area Drain Line	82	LF	34 -	2,788 -
10	Pedestrian Concrete	2,266	SF	16 -	36,256 -
11	Play Area Edge Curb	353	LF	48 -	16,944 -
12	Mow Strip, 10" Wide	107	LF	39.75 -	4,253.25
13	Rubberized Play Area Surfacing	5,878	SF	27.50	161,645 -
14	Tubular Steel Fence, 48" Height	72	LF	210 -	15,120 -
15	Bench	4	EA	3,100	12,400 -
16	Trash / Recycle Receptacle	2	EA	3,500 -	7,000 -
17	Corn Hole Game Board	4	EA	275 -	1,100 -
18	Irrigation, Complete System	1	LS	20,000	20,000
19	Tree, 24" Box	6	EA	550 -	3,300 -
20	Shrub, 5 Gallon	128	EA	30 -	3,840 -
21	Sod	10,566	SF	1 -	10,566 -
22	Bark Mulch, 3" Min. Depth	2,775	SF	.70	1,942.50 -
23	Decomposed Granite	304	SF	10 -	3,040 -
24	Soil Preparation	13,341	SF	.25	3,335.25
25	Plant Establishment / 90 Day Maint.	13,341	SF	.25	3,335.25
26	Install City-Furnished Play Equipment	1	LS	105,000	105,000
27	Install City-Furnished Exercise Equipment	1	LS	12,900	12,900 -

TOTAL BID: 486,890.25

TOTAL BID IN WORDS: Four hundred eighty six thousand eight hundred and ninety 25/100 -

SECTION 00300

**THE GREEN PARK IMPROVEMENTS
CIP PK 22-12**

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:
Marina Landscape, Inc
3707 W. Garden Grove Blvd, Orange, CA 92868
- (2) Bidder's telephone number: 714 939-6600
- (3) Bidder's fax number: 714 935-1199
- (4) Bidder's Contractor's License # / Expiration Date / Classification:
492862 / 6/30/2026 / A,B,C27,C29,C36, C61,D34, D49,D59
- (5) Bidder's DIR Registration # / Expiration:
1000000079 / 06/30/2025
- (6) Person who inspected site of proposed work for Contractor's firm:
 Name: Emilia Ruelas Date of Inspection: 6/18/24
- (7) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Via Toledo Park	\$2,141,466	Lroin Jensen / Hayward/ (925) 784-8286
Meadows Park	\$2,469,056.22	Tin Wah-Wong /Sacramento / 916-808-5540
Northwest Land Park - Olympians Park	\$2,210,889.64	Jason Wiesmann / Sacramento / 916-808-7634
Creighton Park Renovation	\$2,525,796.00	Michael Silveria / Milpitas / (408) 586-3303
Tracy Hills Public Park #1	\$1,118,049.00	Lisa A. Mikelonis / Tracy / (925) 260-4753

SECTION 00300

**THE GREEN PARK IMPROVEMENTS
CIP PK 22-12**

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. <u>Steel Fence</u>	<u>710572</u>	<u>2%</u>	<u>All Steel Fence Inc P.O. Box 1309 Lathrop CA</u>
2. <u>Rubberized surfacing play and fitness install</u>	<u>756794</u>	<u>45% 33% SMH</u>	<u>Playgrounds Unlimited 990 Memory Dr Santa Clara CA</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

THE GREEN PARK IMPROVEMENTS
CIP PK 22-12

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,

6/20/2024

Dated

Marina Landscape, Inc
Legal Name of Firm


Signature of Authorized Representative

(Seal)

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

Incorporated in 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.

Marina Landscape, Inc

Robert B. Cowan - President, Secretary, CEO, Treasurer

Ali Tavakoli - Vice President

Hue Ta - Vice President of Estimating

SECTION 00300

THE GREEN PARK IMPROVEMENTS
CIP PK 22-12

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Marina Landscape, Inc.

as PRINCIPAL, and Philadelphia Indemnity Insurance Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten percent (10%) of the total amount of the 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: **THE GREEN PARK IMPROVEMENTS, CIP PK 22-12**

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 11th day of June, 2024.

Marina Landscape, Inc. (Seal)

Philadelphia Indemnity Insurance Company(Seal)

[Signature] (Seal)
Vice President of Estimating

[Signature] (Seal)
Bryan Buttenas, Attorney-in-Fact

Address: 3707 W. Garden Grove Blvd.

Address: 800 E. Colorado Blvd., 6th Floor

Orange, CA 92868

Pasadena, CA 91101

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

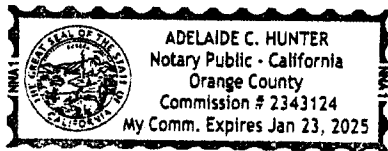
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On JUN 11 2024 before me, Adelaide C. Hunter, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Ryan Butterfas
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 A. Hunter
Signature of Notary Public

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: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

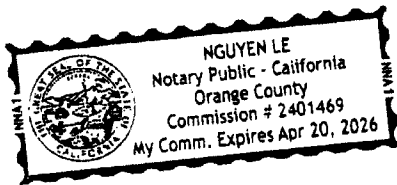
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 6/13/24 before me, Nguyen Le, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Hue Tg
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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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)

Signer's Name Signer's Name
[] Corporate Officer—Title(s) [] Corporate Officer—Title(s)
[] Partner [] Limited [] General [] Partner [] Limited [] General
[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator [] Trustee [] Guardian or Conservator
[] Other [] Other

Signer Is Representing Signer Is Representing

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

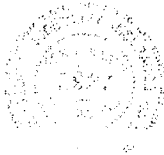
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

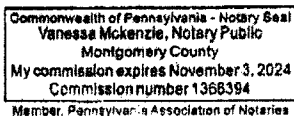


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

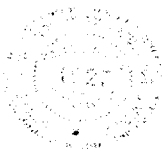
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of June, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION 00300

THE GREEN PARK IMPROVEMENTS
CIP PK 22-12

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF)
) ss.
COUNTY OF)

Hue Ta _____, being first duly sworn, deposes and says that he or she is

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

Signature of _____ President, Secretary,
Manager, Project Manager or Representative

The County of Orange _____

State of Orange _____

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 _____

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

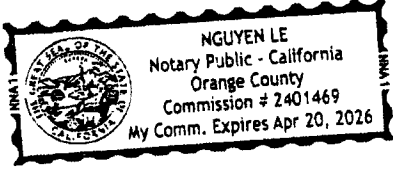
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 6/13/24 before me, Nguyen Le, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Hue Ta
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 [Handwritten Signature]
Signature of Notary Public



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
Capacity(ies) Claimed by Signer(s)
Signer's Name Signer's Name
[] Corporate Officer—Title(s) [] Corporate Officer—Title(s)
[] Partner [] Limited [] General [] Partner [] Limited [] General
[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator [] Trustee [] Guardian or Conservator
[] Other [] Other
Signer Is Representing Signer Is Representing

SECTION 00300

THE GREEN PARK IMPROVEMENTS
CIP PK 22-12

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)



landscape construction
landscape maintenance
landscape architecture
erosion control
design build

Marina Landscape, Inc.

Resolution to Sign Contracts, Bid Documents and Bid Bonds

Whereas, the Corporation requires an additional person as the Corporate Assistant Secretary for signing and executing the Contracts, Bid Documents, and Bid Bonds in the absence of the Secretary. Whereas, it would be desirable to have two (2) Assistant Secretaries available to sign Documents, or in the absence of the President/CEO/Secretary, be it:

Resolved, that the CFO, Vice Presidents, and Assistant Secretaries of this Corporation be hereby authorized and empowered to sign Contracts, Bid Documents and Bid Bonds, in the name of and on behalf of this Corporation.

Resolved, that Hue Ta is assigned the title of Vice President of Estimating, and is authorized as such to sign Contracts, Bid Documents, and Bid Bonds.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Marina Landscape, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a special meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2019, and that said resolution is now in full force and effect without modification or rescission.

In witness whereof, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2019.

Robert B. Cowan, Secretary
Marina Landscape, Inc.

MARINA LANDSCAPE, INC.



Public Works Department

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7430 – fax (209) 941-7449
www.ci.lathrop.ca.us

ADDENDUM NO. 1 – June 10, 2024

**The Green Park Improvements
CIP PK 22-12**

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

1. The Engineer's Estimate for this Project is \$425,000.
2. See Attachment "A", CIP PK 22-12 REVISED BID SCHEDULE, adding Bid Item # 27 "Install City-Furnished Exercise Equipment". All bidders shall submit their bid on the Revised Bid Schedule.

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

Recommended by: Ken Reed 6-10-2024
Ken Reed
Senior Construction Manager
Date

Approved by: Brad Taylor 6/10/2024
Brad Taylor, PE
City Engineer
Date



IPEMA INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA ASTM F1292-18 (SECTION 4.2) AND/OR ASTM F3351-19 CERTIFICATE OF COMPLIANCE

ISSUE DATE: November 2, 2021

Requested By: Playgrounds Unlimited

Project: SPS EPDM 4,6,8 Submittal

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion and/or ASTM F3351-19 Standard Test Method for Playground Surface Impact Testing in Laboratory at Specified Test Height.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2 and/or ASTM F3351-19.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) and/or ASTM F3351-19 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
SPS EPDM 4	Safepour	Standard EPDM	2" / 4'	Playgrounds Unlimited
SPS EPDM 6	Safepour	Standard EPDM	3" / 6'	Playgrounds Unlimited
SPS EPDM 8	Safepour	Standard EPDM	3.5" / 8'	Playgrounds Unlimited



Park Planet
 a Division of Park Associates, Inc.
 415 Elm Street
 Red Bluff CA 96080

ATTACHMENT
 " C "

Quote# Q24-2519
 Green Park

Bill To:

City of Lathrop
 390 Towne Centre Dr
 Lathrop CA 95330
 United States

Quote Date: 06/12/2024
Quote Expires: 07/10/2024

Terms: Net 30dys / Shipment

Quote Total: \$241,987.96

Contact Name	Contact Phone	Contact Email	Sales Rep	Sales Rep Email
Todd Sebastian	+12099417384	tsebastian@ci.lathrop.ca.us	Gary A Kimbrough	gary@parkplanet.com

Description	Vendor	Qty	Rate	Amount
Green Park Play Equipment				
PR-R5 Custom Round 5 Steel Play System..SN: NF5EEB27A	Playcraft Systems, Inc	1	\$232,170.00	\$232,170.00
A2-2120 8ft Arch Swing Bay (2 Seat)	Playcraft Systems, Inc	1	\$4,031.00	\$4,031.00
A2-2120-AB 8ft Arch Swing Bay (2 Seat) AB	Playcraft Systems, Inc	1	\$2,540.00	\$2,540.00
A2-131510 Playshare Swing Seat w/ Chains & Hanging HW (Adult & Infant/ Toddler)	Playcraft Systems, Inc	1	\$1,418.00	\$1,418.00
A2-131410 Inclusive Seat	Playcraft Systems, Inc	1	\$1,103.00	\$1,103.00
A2-313010 Belt Seat	Playcraft Systems, Inc	2	\$181.00	\$362.00
A2-1303 1303 Safety Sign (5-12, HDPE)	Playcraft Systems, Inc	1	\$1,376.00	\$1,376.00
CMAS Discount CMAS Discount - Vendor ID: 4-16-78-0038E-Sup 3:	CMAS	1	(\$24,282.80)	(\$24,282.80)
Playcraft Freight Playcraft Freight **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L and will be delivered on a 53' dry-van WITHOUT a liftgate. Offloading is the CUSTOMER'S responsibility and is NOT included in shipping costs. (2) Forklifts or (1) Forklift with extended forks and a capacity of greater than 5,000lbs will be required to offload the pallet(s). Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	Playcraft Systems, Inc	1	\$4,133.00	\$4,133.00

Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.



Park Planet
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 415 Elm Street
 Red Bluff CA 96080

Quote# Q24-2519
 Green Park

Description	Vendor	Qty	Rate	Amount
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Equipment only. Installation to be supplied by others.

Subtotal	\$222,850.20
Tax Total (%)	\$19,137.76
Total	\$241,987.96

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following page.



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q24-2519
Green Park

TERMS & CONDITIONS

1. General Notes Assembly, Installation and Offloading NOT included unless otherwise noted.
Payment and Performance bonds, Builder's Risk and special insurance NOT included unless stated and quoted.
Customer responsible for quantities and model numbers. Revised quote needed if quantities revised.
2. Payment / Ordering Credit terms specific to each customer. See terms in upper right corner of Park Planet quotes.
Purchase orders or purchase contracts are needed to order. If none available, a signed Park Planet quote may be used in lieu of a formal PO.
All past due accounts subject to 1 ½ % monthly finance charge. In the event legal action is required to effect collection, venue shall be Red Bluff, CA.
3. Shipping / Unloading Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included unless quoted. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload.
IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.
4. Engineered Wood Fiber
Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.
5. General Notes for Purchased Installation
Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal.
Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal.
ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by the installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc.
Customers responsibility to provide locations of any utilities prior to commencement of work.
Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
6. Temporary Fencing
Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.
7. ADA Access
Play Equipment MUST be installed over an impact absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.
8. Poured in Place Rubber Surfacing
Rubber Surfacing cannot be installed during extreme weather conditions and may not be installed if rain or frost is forecasted during 48-72 hr. cure time. 24 Hour Manned Security is NOT included in Park Planet quotes.
9. Shade Shelters (non DSA)
Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.
10. Shade Shelters (DSA)
Fabrication cannot begin until AFTER DSA approval by your architect
DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.
School District / Architect responsible for submission of plans to DSA for DSA approval
Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.
11. Prevailing Wages – assumed and quoted unless specifically excluded due to private works.
Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.
12. Indemnity Provision
Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.



ATTACHMENT
" D "

Estimate

Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive
Anaheim, CA 92801
Phone: 888-315-9037
Fax: 866-308-9719
Email: orders@greenfieldsfitness.com

Order #	Date
S26741	06/11/2024



Bill To:
CA - City of Lathrop - Green Park Refurbishment City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330
Customer: CA - City of Lathrop

Ship To:
CA - City of Lathrop City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330
Contact: CA - City of Lathrop

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
CL	NET 30	Origin	Freight	06/11/2024

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1	Sourcewell Contract #	Sourcewell Contract# 010721-GRN City of Lathrop Sourcewell Account #20553		\$0.00	1 ea	\$ 0.00
2		SURFACE MOUNT INSTALLATION METHOD				
3	SGR048A-03	2-Person Chest Press (formerly SGR2005-1-48A)	Green/Tan	\$4,795.00	1 ea	\$ 4,795.00
4	SGR048E-03	2-Person Combo Butterfly & Reverse Fly (formerly SGR2005-1-48E)	Green/Tan	\$6,395.00	1 ea	\$ 6,395.00
5	SGR102-03	2-Person Leg Press (formerly SHP505)	Green/Tan	\$4,995.00	1 ea	\$ 4,995.00
6	SHP506-03	Single Air Walker (formerly SHP2009-5-06)	Green/Tan	\$2,495.00	1 ea	\$ 2,495.00
7		Subtotal				\$ 18,680.00
8	Sourcewell Member Discount	Sourcewell Member Discount 7%				-\$ 1,307.60
9	Shipping & Handling	Ships in large crates - forklift is needed to unload		\$1,500.00	1 ea	\$ 1,500.00
10	SM Installation	All units are Surface Mount installation method, installation NOT included and done by others		\$0.00	1 ea	\$ 0.00
11	Terms for Bidders	50% deposit with a signed order; Balance due upon receipt; Without payment bond, prepaid terms apply		\$0.00	1 hr	\$ 0.00
12	NOT Included	Installation NOT included and done by others		\$0.00	1 hr	\$ 0.00
13	GRI 2024	General Rate Increase of 8.5% due to inflation. (This rate is subject to change as per fluctuation in the marketplace)		\$1,587.80	1 ea	\$ 1,587.80

Prices are valid for 60 days from the Estimate date.
CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection, and overall Terms & Conditions. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/ court costs, etc. The undersigned customer authorizes Greenfields to ship items on this estimate and pay Greenfields the amount specified per payment terms listed on this estimate.

Subtotal: \$20,460.20
Sales Tax: \$1,790.27
Total: \$22,250.47

Approval signature: _____ Date: _____

Signed by (print name) _____

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