

## ITEM 4.18

### CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:**                                   **AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:**   **Adopt Resolution to Award a Construction Contract to Bockmon & Woody, Inc. for Construction of CIP GG 23-19 South Lathrop Surveillance System and Approve Budget Amendment**

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#### **SUMMARY:**

On June 14, 2023, City Council approved the creation of Capital Improvement Project (CIP) GG 23-19, South Lathrop Surveillance System. This project will improve the network capabilities in South Lathrop to integrate stationary surveillance equipment to leverage technology for enhanced crime prevention and public safety.

The project involves installing fiber optic cable around the perimeter of the South Lathrop Commerce Center, extending from Glacier Street to Yosemite Avenue. Additionally, six concrete pedestals will be constructed to support network cabinets that will house network hardware to operate and provide power to the cameras mounted on streetlights.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on July 17, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened one (1) bid on August 15, 2024. Based on the review and evaluation of the bid, the lowest responsive and responsible bidder for construction of the Project was determined to be Bockmon & Woody, Inc. with a bid of \$159,321.

Staff requests City Council award a construction contract to Bockman & Woody for construction of the Project in the amount of \$159,321 and authorize a 20% construction contingency of \$31,864 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$191,185.

There is currently \$111,638 available funds in CIP GG 23-19 for this project however, additional funds are needed to cover the whole cost of the project. Staff requests City Council approve a budget amendment to transfer \$79,547 from the South Lathrop Fund (2670) to the CIP Fund (3010). The South Lathrop Fund is funded by property tax from the established Community Facilities Districts for the South Lathrop Specific Plan.

**SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING  
AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR  
CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM  
AND APPROVE BUDGET AMENDMENT.**

**BACKGROUND:**

Staff identified the need to expand its network capabilities by installing fiber optic cable in South Lathrop to be able to install surveillance systems that will help ensure public safety. The newly installed fiber optic cable will allow the operation of surveillance systems, which will deter, prevent and enhance crime prevention measures. Policies related to the City’s surveillance systems have been established to ensure compliance with state laws and safekeeping of the system and the data collected.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on July 17, 2024, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

One (1) bid was received and determined to be responsive and responsible. The bid results are summarized in Table 1 below:

***Table 1: Summary of Bid Results***

<b>Contractor</b>	<b>Base Bid</b>
Bockmon & Woody Inc.	\$ 159,321

Staff reviewed and evaluated the bids and determined that the lowest responsive and responsible bidder is Bockmon & Woody. Staff requests City Council adopt a resolution awarding a construction contract to Bockmon & Woody for \$159,321.

Staff also requests City Council authorize a 20% construction contingency of \$31,864 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$191,185.

**REASON FOR RECOMMENDATION:**

Expanding network capabilities in South Lathrop is essential to deter and help solve crimes, enhance public safety, and improve traffic management. They provide valuable data for urban planning, increase efficiency by reducing the need for constant patrols, and can build community trust. Overall, these technologies contribute to safer, better-managed urban environments.

**FISCAL IMPACT:**

There is currently \$111,638 available in CIP GG 23-19 for this project however, additional funds are needed to cover the whole cost of the project. Staff requests City Council approve a budget amendment to transfer \$79,547 from the South Lathrop Fund (2670) to the CIP Fund (3010) as follows:

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**SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR**  
**CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM**  
**AND APPROVE BUDGET AMENDMENT.**

<u>Increase Transfer Out</u>		
2670-9900-990-9010		\$79,547
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 23-19	\$79,547
<u>Increase Appropriation</u>		
3010-8000-430-3700	GG 23-19	\$79,547

**ATTACHMENTS:**

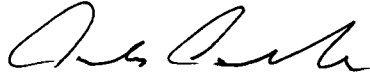
- A. Resolution to Award a Construction Contract to Bockmon & Woody Inc. for Construction of CIP GG 23-19 South Lathrop Surveillance System and approve budget amendment.
- B. Construction Contract with Bockmon & Woody Inc. for Construction of CIP GG 23-19 South Lathrop Surveillance System.

**CITY MANAGER'S REPORT**

**SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING**

**AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM AND APPROVE BUDGET AMENDMENT.**

**APPROVALS:**



Carlos Carrillo  
Management Analyst

8/28/2024

Date



Ken Reed  
Senior Construction Manager

9-3-2024

Date



Tony Fernandes  
Director of Information Systems

8-29-2024

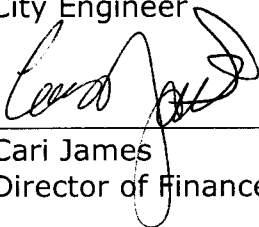
Date



Brad Taylor  
City Engineer

8/28/2024

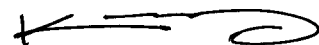
Date



Cari James  
Director of Finance

9/4/2024

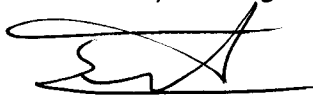
Date



Michael King  
Assistant City Manager

8.29.2024

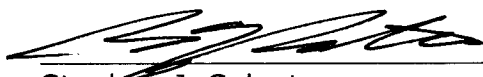
Date



Salvador Navarrete  
City Attorney

8.28.2024

Date



Stephen J. Salvatore  
City Manager

9.4.24

Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD A CONSTRUCTION CONTRACT TO BOCKMON & WOODY INC. FOR CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, on June 14, 2023, City Council approved the creation of Capital Improvement Project (CIP) GG 23-19, South Lathrop Surveillance System. This project will improve the network capabilities in South Lathrop to integrate stationary surveillance equipment to leverage technology for enhanced crime prevention and public safety; and

**WHEREAS**, the project involves installing fiber optic cable around the perimeter of the South Lathrop Commerce Center, extending from Glacier Street to Yosemite Avenue. Additionally, six concrete pedestals will be constructed to support network cabinets that will house network hardware to operate and provide power to the cameras mounted on streetlights; and

**WHEREAS**, the bid solicitation package with plans and specifications for the construction of the Project was advertised on July 17, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

**WHEREAS**, the City Clerk received and opened one (1) bid on August 15, 2024; and

**WHEREAS**, based on the review and evaluation of the bid, the lowest responsive and responsible bidder for construction of the Project was determined to be Bockmon & Woody, Inc. with a bid of \$159,321; and

**WHEREAS**, staff requests City Council award a construction contract to Bockman & Woody for construction of the Project in the amount of \$159,321 and authorize a 20% construction contingency of \$31,864 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$191,185; and

**WHEREAS**, there is currently \$111,638 available in CIP GG 23-19 for this project however, additional funds are needed to cover the whole cost of the project. Staff requests City Council approve a budget amendment to transfer \$79,547 from the South Lathrop Fund (2670) to the CIP Fund (3010) as follows;

<u>Increase Transfer Out</u>		
2670-9900-990-9010		\$79,547
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 23-19	\$79,547

Increase Appropriation

3010-8000-430-3700

GG 23-19

\$79,547

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby approves a construction contract with Bockmon & Woody, Inc. for construction of CIP GG 23-19 South Lathrop Surveillance System for a cost of \$159,321; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop approves a budget amendment to transfer \$79,547 from the South Lathrop Fund (2670) to the CIP Fund (3010) to cover the total cost of the project.

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop hereby approves a 20% construction contingency of \$31,864 for a total cost not to exceed \$191,185 for construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project.

The foregoing resolution was passed and adopted this 9<sup>th</sup> day of September 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

**ATTACHMENT**  
**" B "**

**CONSTRUCTION CONTRACT**

This Contract dated **September 9, 2024** is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Bockmon & Woody Inc.**, whose Taxpayer Identification Number is \_\_\_\_\_.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **South Lathrop Fiber Optic Extension, CIP GG 23-19** (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 is generally described as, but not necessarily limited to the procurement, installation, integration and testing of fiber optic cable and CAT 6 cable, Installation of power (120v) from existing street light circuit to network cabinets, Surveying to identify length of existing 2" conduit, Directional Boring/trenching, installation of conduit, construction and installation of concrete pedestal as stable bases for network cabinets and the mounting of City provided network cabinets equipped with necessary accessories to support and manage network equipment efficiently.

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

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

**Base Bid Total: (One hundred fifty-nine thousand three hundred twenty 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 <<Contractor>> on August 15, 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.



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 continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any

part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

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

#### DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

##### **DIR Registration.**

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

##### **Certified Payroll Records**

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

#### RECORD OF WAGES PAID: INSPECTION

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

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

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;
- (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

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.
- (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).
- (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.*

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

*(END OF SECTION)*

## SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION  
CIP GG 23-19

BID PROPOSAL FORMS

**BID PROPOSAL FORMS**

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

ATTENTION: City Clerk

FOR: **SOUTH LATHROP FIBER OPTIC EXTENSION, CIP GG 23-19**

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 the Base Bid, the base bid plus bid alternate 1, or none of the work.

## SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION  
CIP GG 23-19

BID PROPOSAL FORMS

**SOUTH LATHROP FIBER OPTIC EXTENSION, CIP GG 23-19****BASE BID SCHEDULE**

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00
2	Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00
3	Erosion and Sediment Control Plan	1	LS	\$ 7,000.00	\$ 7,000.00
4	Survey to identify length of existing 2" conduit	1	LS	\$ 2,000.00	\$ 2,000.00
5	Furnish and Install (1) 48 strand fiber optic cable	8100	LF	\$ 3.80	\$ 30,780.00
6	Furnish and Install N36 pull boxes with lids	6	EA	\$ 3,059.00	\$ 18,354.00
7	Construct Concrete foundation and pedestal 3000 psi	5	EA	\$ 5,004.00	\$ 25,020.00
8	Install City-Provided NEMA 3 Network enclosures	5	EA	\$ 863.00	\$ 4,315.00
9	Furnish and install network cabinet cooling fan, 120v 20A single phase breaker, 120v 20 A GFCI receptacle, Common and Ground bus bar, ground rod.	5	EA	\$ 2,284.00	\$ 11,420.00
10	Furnish and install 2" schedule 40 conduit	200	LF	\$ 65.00	\$ 13,000.00
11	Furnish and install #10 AWG Tracer wire	8100	LF	\$ 1.42	\$ 11,502.00
12	Furnish and Install CAT 6 cable	400	LF	\$ 15.10	\$ 6,040.00
13	Run power (120v)from Streetlight pull box and terminate at new network cabinets	5	LS	\$ 4,478.00	\$ 22,390.00
	<b>TOTAL BID</b>			\$ 159,321.00	

**TOTAL BASE BID:** \$159,321.00**TOTAL BASE BID IN WORDS:** One Hundred Fifty Nine Thousand, Three Hundred Twenty One Dollars, and Zero Cents

**SECTION 00300**

**SOUTH LATHROP FIBER OPTIC EXTENSION  
CIP GG 23-19**

**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:  
Bockmon & Woody Electric Co., Inc.  
1528 El Pinal Drive, Stockton, CA 95205
- (2) Bidder's telephone number: (209) 464-4878
- (3) Bidder's fax number: N/A
- (4) Bidder's Contractor's License # / Expiration Date / Classification:  
588308 / 2/28/2026 / A & C-10
- (5) Bidder's DIR Registration # / Expiration:  
1000002789 / 6/30/2027
- (6) Person who inspected site of proposed work for Contractor's firm:  
 Name: Josh Edwards Date of Inspection: 8/14/2024
- (7) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Arch Rd Fiber Optics	\$179,370.	City of Stockton: Parviz Chitsazan (209) 937-8243
Emerald Glen Aquatic Ctr	\$67,187.	City of Dublin: Andrew Russell (925) 833-6630
Ross Valley USD IT Infrastructure	\$460,303.	Ross Valley USD: Bret Joyner (415) 779-4068
Edison HS Tech Building	\$1,300,250.	Stockton USD: Carl Toliver (209) 993-7070
Merced Union HS	\$280,157.	Merced Union HS Dist: Scott Scambray (209) 385-6412

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION  
CIP GG 23-19

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 &amp; Address</u>
1. N/A			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION  
CIP GG 23-19

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 \_\_\_\_\_

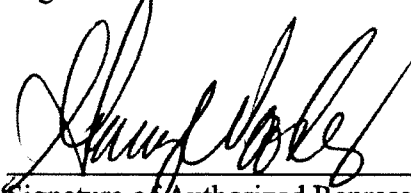
Respectfully submitted,

8/15/2024

Dated

Bockmon & Woody Electric Co., Inc.

Legal Name of Firm



Gary M Woody

Signature of Authorized Representative

(Seal)

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

California

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

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

Gary M Woody: Co-CEO and Secretary: 1528 El Pinal Drive, Stockton, CA 95205

Nicholas J Woody: Co-CEO and Treasurer: 1528 El Pinal Drive, Stockton, CA 95205

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE Bockmon & Woody Electric Co., Inc.

as PRINCIPAL, and The Ohio Casualty Insurance Company

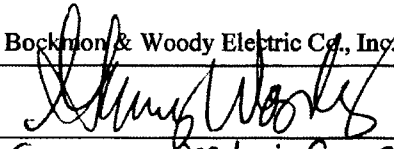
as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States,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

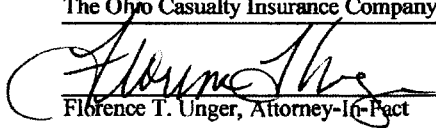
**THE CONDITION OF THIS OBLIGATION IS SUCH,**

**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: **SOUTH LATHROP FIBER OPTIC EXTENSION, CIP GG 23-19**

**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 5th day of August, 2024.

Bockmon & Woody Electric Co., Inc. (Seal)  
 (Seal)  
Gary M. Woody - Co-CEO  
Address: 1528 El Pinal Drive  
Stockton, CA 95205

The Ohio Casualty Insurance Company (Seal)  
 (Seal)  
Florence T. Unger, Attorney-in-Fact  
Address: 3415 Brookside Rd, Ste 100  
Stockton, CA 95219

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.

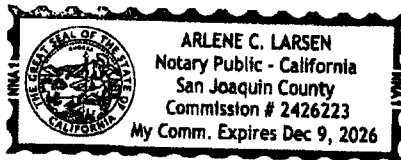
State of California )  
County of San Joaquin )

On August 13, 2024 before me, Arlene C. Larsen, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Gary M. Woody  
*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 Arlene C Larsen  
*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: \_\_\_\_\_



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

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

Certificate No: 8210976 - 977080

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Bolger, Florence T. Unger, Gregory R. Dohrmann, Julie Heckman, Lisa Reyes, Selena Rosales, Wendy Stewart

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2023.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of August, 2024.



By: Renee C. Llewellyn, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
County of San Joaquin )

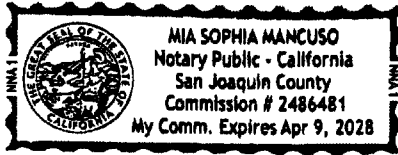
On August 5, 2024 before me, Mia Sophia Mancuso, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Florence T Unger  
*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 Mia Sophia Mancuso  
*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: Bockmon & Woody - Bid Bond Document Date: 8/5/2024  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Florence T Unger  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: The Ohio Casualty Insurance Company

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

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION  
CIP GG 23-19

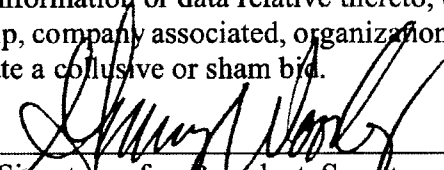
BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

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

Gary M Woody, being first duly sworn, deposes and says that he or she is

Co-CEO of Bockmon & Woody Electric Co., 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, Gary M Woody: Co-CEO  
Manager, Project Manager or Representative

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

State of SEE ATTACHED

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 \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
County of San Joaquin )

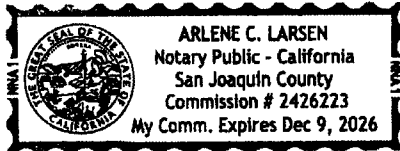
On August 13, 2024 before me, Arlene C. Larsen, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Gary M. Woody  
*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 Arlene C Larsen  
*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: \_\_\_\_\_

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION  
CIP GG 23-19

BID PROPOSAL FORMS

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**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No  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)*