

## ITEM 4.21

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

**ITEM:** **CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS WITH MG & JC CONCRETE INC. AND JOHN D. WAIT MASONRY, INC.**

**RECOMMENDATION:** **Adopt Resolution to Create Mosssdale Landscape Rehabilitation, CIP GG 25-06, Approve Budget Amendment and Approve Construction Contracts**

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#### **SUMMARY:**

Much of the landscaping in streetscapes, parks and City facilities in the Mosssdale Landing Specific Plan area (Mosssdale) is 10-20 years old. As irrigation technology, plant selection and surface treatments for drought tolerant landscaping have been improved over time, the City desires to replace the aging landscaping components of subject City facilities in Mosssdale to improve aesthetics and reduce costs for maintenance and irrigation water usage. This will be accomplished by soliciting construction bids from contractors as required by Public Contract Code, and purchasing plant and surfacing materials for installation by the City's landscape maintenance contractor.

To provide funding and a single account for tracking the expenditures associated with the proposed future landscape rehabilitation tasks in Mosssdale, staff requests City Council approve the creation of Capital Improvement Project (CIP) GG 25-06, Mosssdale Landscape Rehabilitation (Project). The limits of the Mosssdale Landing Specific Plan area are shown in Attachment B. Staff also requests Council fund the proposed CIP by approving a budget amendment transferring \$350,000 from the General Fund Landscape Reserves (1010) to the CIP GG 25-06 Project Fund (3010). The funding request and a breakdown of the proposed funding usage within the Project is included in the Fiscal Impact section.

The Mosssdale Landing monument sign previously located on the southwest corner of the intersection of River Islands Parkway and Golden Valley Parkway deteriorated years ago and requires replacement (Sign Project).

Landscaping along both sides of McKee Boulevard adjacent to City Hall has also deteriorated. Installation of grouted cobbles (Cobbles Project) is the proposed first phase of that landscape rehabilitation.

To construct the Sign Project and Cobbles Project, staff released separate informal bid solicitations pursuant to PCC 22034 and LMC 3.30 for these projects. The Sign and Cobbles Projects locations are shown in Attachment B.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING**  
**CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS**

No bids were received for the Mossdale Monument Sign Replacement (Sign Project) on August 1, 2024. Pursuant to LMC 3.30.080B, staff then negotiated a contract for the construction of the Sign Project with John D. Wait Masonry, Inc. (Wait Masonry) for a cost of \$36,300. Staff requests City Council approve a construction contract with Wait Masonry for \$36,300 for the construction of the Sign Project. Staff also requests City Council approve a 10% construction contingency of \$3,630 and authorize staff to spend that money as needed to achieve the goals of the Sign Project.

Two bids were received for the installation of grouted cobbles on McKee Boulevard (Cobbles Project) on June 4, 2024, summarized in Table 1 below:

**Table 1 – Cobbles Project Bid Summary**

<b>Contractor</b>	<b>Base Bid</b>
MG & JC Concrete, Inc.	\$24,212
Westside Landscape & Concrete, Inc.	\$26,650

Staff requests City Council approve a construction contract with MG & JC Concrete, Inc. for \$24,212 for the construction of the Cobbles Project. Staff also requests City Council approve a 10% construction contingency of \$2,421 and authorize staff to spend that money as needed to achieve the goals of the Cobbles Project.

**BACKGROUND:**

The Project’s proposed landscape improvements consist of the replacement of specific existing irrigation components, plant material and decorative surfacing. Specifically, outdated CalSense irrigation components will be replaced with current versions, and spray head sprinklers will be replaced with bubblers, which will reduce water use and maintenance costs. Some existing plant material and sod grass will be replaced with more drought-tolerant plant material or surfacing such as decomposed granite, grouted cobbles, stamped concrete or synthetic turf. These proposed replacements will reduce maintenance and irrigation costs, and contribute an aesthetically pleasing texture and color to the streetscape palette.

A wooden Mossdale Landing monument sign was installed on the southwest corner of the intersection of River Islands Parkway and Golden Valley Parkway when the adjacent subdivision was built over 15 years ago, but was removed approximately 4 years ago due to deterioration. The proposed replacement masonry and steel monument sign will match those on the southwest and northeast corners of the River Islands Parkway and McKee Boulevard intersection and have a longer service life than the original sign.

The Cobbles Project consists of cobbles wet-set in grout on McKee Boulevard, and will replace dying plant material with a textured finish requiring no maintenance. This surface treatment is proposed for installation in small zones on both sides of the

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

**CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS**

McKee Boulevard to the west of City Hall. Synthetic turf and decomposed granite will also be installed around the cobbles as part of future tasks funded by CIP GG 25-06.

**REASON FOR RECOMMENDATION:**

Creation of the CIP and approving the budget request will allow City staff to accurately track expenditures for the work and materials to perform the described landscape rehabilitation. Approval of contracts for the Cobbles and Sign Projects is a necessary step towards completing these two smaller components of the Project.

**FISCAL IMPACT:**

Staff requests Council approve a budget amendment transferring \$350,000 from the General Fund Landscape Reserves (1010) to the CIP Project Fund (3010) as follows:

Decrease Landscape Reserves 1010-251-07-00		\$350,000
Increase Transfer Out 1010-9900-990-9010		\$350,000
Increase Transfer In 3010-9900-393-0000	GG 25-06	\$350,000
Increase Expenditures 3010-8000-420-12-00	GG 25-06	\$350,000

Table 2, below, summarizes the proposed use of the funding requested for CIP GG 25-06.

***Table 2 – Funding Request Summary***

<b>Use of Funds</b>	<b>Contract Value</b>	<b>Construction Contingency</b>	<b>Total</b>
Cobbles Project	\$24,212	\$2,421 (10%)	\$26,633
Sign Project	\$36,300	\$3,630 (10%)	\$39,930
Future Work	NA	NA	\$283,437

**Total Funding Request: \$350,000**

**ATTACHMENTS:**

- A. Resolution to Create CIP GG 25-06, Mosssdale Landscape Rehabilitation, Approve Budget Amendment and Approve Construction Contracts
- B. Project Location Map
- C. Construction Contract with John D. Wait Masonry, Inc. for the Construction of Mosssdale Monument Sign, CIP GG 25-06
- D. Construction Contract with MG & JC Concrete, Inc. for the Construction of McKee Boulevard Grouted Cobbles, CIP GG 25-06

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING**  
**CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE**  
**BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS**

**APPROVALS:**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer

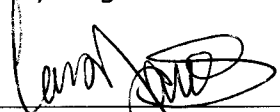
9-3-24  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

9-4-2024  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

9/4/2024  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

9/4/2024  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

9/4/2024  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9.4.2024  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9/4/2024  
Date

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP GG 25-06, MOSSDALE LANDSCAPE REHABILITATION, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS**

**WHEREAS,** much of the landscape in Mossdale Landing streetscapes, parks and City facilities is approaching 20 years old, and is in need of rehabilitation to improve aesthetics and update surfacing treatments and plant material to reduce water usage and maintenance costs, including the replacement of a monument sign; and

**WHEREAS,** the Project will fund material purchases and construction contracts for landscape rehabilitation in streetscapes, parks and City facilities in Mossdale; and

**WHEREAS,** staff therefore requests City Council create Mossdale Landscape Rehabilitation, CIP GG 25-06 (Project); and

**WHEREAS,** staff is also requesting Council approve a budget amendment transferring \$350,000 from General Fund Landscape Reserves (1010) to the CIP GG 25-06 Project Fund (3010) as follows:

Decrease Landscape Reserves 1010-251-07-00		\$350,000
Increase Transfer Out 1010-9900-990-9010		\$350,000
Increase Transfer In 3010-9900-393-0000	GG 25-06	\$350,000
Increase Expenditures 3010-8000-420-12-00	GG 25-06	\$350,000

**WHEREAS,** the Mossdale Landing monument sign on the southwest corner of the intersection of River Islands Parkway and Golden Valley Parkway has deteriorated, and is in need of replacement (Sign Project); and

**WHEREAS,** landscaping along both sides of McKee Boulevard near City Hall has deteriorated, and the installation of wet-set cobbles in delineated areas (Cobbles Project) is one component of that proposed landscape rehabilitation; and

**WHEREAS,** therefore, staff released separate informal bid solicitations pursuant to PCC 22034 and LMC 3.30 for the Sign Project and Cobbles Project; and

**WHEREAS**, the City received no bids for the Sign Project, and therefore pursuant to LMC 3.30.080B negotiated a proposed construction contract for \$36,300 with John D. Wait Masonry, Inc. for the construction of the Sign Project; and

**WHEREAS**, staff requests City Council approve a construction contract for the Sign Project to John D. Wait Masonry, Inc. for \$36,300, approve a 10% construction contingency of \$3,630 and authorize staff to spend up to the amount of the contingency as needed to accomplish the goals of the Sign Project; and

**WHEREAS**, the City received and opened 2 bids for the Cobbles Project on June 4, 2024, both determined to be responsive and from responsible bidders; and

**WHEREAS**, the responsible bidder with the lowest responsive bid for the Cobbles Project was determined to be MG & JC Concrete, Inc. with a bid of \$24,212; and

**WHEREAS**, staff requests City Council approve a construction contract for the Cobbles Project to MG & JC Concrete, Inc. for \$24,212, approve a 10% construction contingency of \$2,421 and authorize staff to spend up to the amount of the contingency as needed to accomplish the goals of the Cobbles Project.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the creation of CIP GG 25-06, Mossdale Landscape Rehabilitation; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$350,000 from General Fund Landscape Reserves (1010) to the CIP GG 25-06 Project Fund (3010) as detailed above; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby approves a construction contract for the Sign Project to John D. Wait Masonry, Inc. for \$36,300, approves a 10% construction contingency of \$3,630 and authorizes staff to spend up to the amount of the contingency as needed to accomplish the goals of the Sign Project; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby approves a construction contract for the Cobbles Project to MG & JC Concrete, Inc. for \$24,212, approves a 10% construction contingency of \$2,421 and authorizes staff to spend up to the amount of the contingency as needed to accomplish the goals of the Cobbles 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:

ABSENT:

ABSTAIN:

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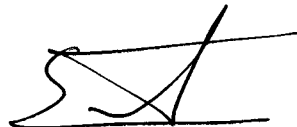
Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete, City Attorney





## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

**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 John D. Wait Masonry, Inc., (Contractor), whose Taxpayer Identification Number is 68-486425.

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

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **Mossdale Landscape Rehabilitation – Monument Sign, CIP GG 25-06** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the design, construction, and installation of a monument sign for Mossdale Landing area. The sign will serve as a prominent landmark, enhancing the identity and visibility of Mossdale Landing area at the South West corner of Golden Valley Parkway and River Island Parkway; and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 30 working days** following issuance of Notice to Proceed.

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

**Base Bid Total:                      \$ 36,300 (Thirty-Six Thousand Three Hundred 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, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by John D. Wait Masonry, Inc. on August 1, 2024. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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

## SECTION 00500

**MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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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 Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

### **RECORD OF WAGES PAID: INSPECTION**

Pursuant to Labor Code section 1776, Contractor stipulates 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

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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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.

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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- 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;

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
  - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
  - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
  13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
  14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
  15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements

**SECTION 00500**

**MOSSDALE LANSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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) 941-7422  
                                  FAX: (209) 941-7449  
                                  ATTN: Management Analyst

To Contractor: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
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.



## SECTION 00500

- (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.

## SECTION 00500

- (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.

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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- (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 Manager's approval.*

**SECTION 00500**

**MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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**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



### John D. Wait Masonry, Inc.

310 N. Cluff Ave. #205, Lodi, CA 95240

(209) 334-6722 Phone | (209) 334-3902 Fax

Lic# 383335 / SBE# 0018974 / Public works DIR# 1000000947

**Date: 8/7/2024**

**Scope: Mosdale Landing Monument Sign**

**Demo part of existing retaining wall, set up and pour new footing.**

**Footing \$7,000.00**

**CMU \$13,000.00**

**Stone \$12,670.00**

**Precast \$3,630.00**

**This does not include and signage/logo/lettering**

**Bid is per plan and spec**

**Addendums noted**

**Bid is good for 60 days**

**Our bid is based upon the following terms and conditions:**

**The foundation is to be level, plus or minus ½ inch.**

**Level site graded to permit the safe use of scaffold, material handling and equipment use.**

**Addendums noted:**

**Schedule shall be mutually agreed upon. John D. Wait Masonry Inc. is a qualified small business contractor #0018974. John D. Wait masonry inc. is a union member contractor. Our contractor's license number is 383335. One mobilization is included in the bid. All others will be a cost of \$1,500.00 each.**

**Inclusions: this bid includes the following items:**

**Cmu only. Furnish and install rebar as shown on drawings in masonry walls. Grouting of frames in**

## EXHIBIT A

masonry walls if execution is concurrent with masonry construction. Sales tax. Additional insured form cg 20 10 11 85.

**Excludes: this bid excludes the following items:**

Supply or installations of embeds, misc. Iron, hardware, bolts, flashings. Shop drawings. No engineering, testing or inspection costs. Drilling and doweling of reinforcing dowels in walls or floors. Fireproofing, forms, shoring, bracing, setting of doors or window frames. Establishment measurements. Footings, cast-in-place concrete and dry-packing. Furnish or place caulking, compressible fillers, damproofing, water proofing or anti-graffiti coatings dust control. Welding. Performance or payment bonds. All risk of physical coverage. "all risk" installation floater and/or builders risk. General contractor is to provide construction water and sanitary facilities within a reasonable distance of the work.

**Clarifications:**

Bolts and embeds to be furnished, laid out with necessary templates and installed by others. John D. Wait masonry inc. Will only provide holes or slots for embeds. Water and electricity to be furnished by the general contractor. John D. Wait masonry inc. Will charge \$25.00 per outlet in masonry walls. John D. Wait masonry inc. Will charge \$1.50 per linear foot of conduit run. Change orders submitted and accepted will be due and payable with the following month's regular billing. Any extra and change orders are to be paid with the regular billing for the month, in which the work is performed. This quote is based on standard John D. Wait masonry inc. Company policy and procedures. Submission of this proposal does not constitute an agreement to all elements of the general contractor's subcontract or scope of work. This bid is good for sixty (60) days from the date listed above.

If you do not receive all pages please call Jasmine Olds (209) 367-4208

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

**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 MG & JC Concrete, Inc., (Contractor), whose Taxpayer Identification Number is \_\_\_\_\_.

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

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the placement of 8 concrete beds in pre-graded and edged areas of various shapes comprising a total of approximately 800 square feet, embedment of cobble rocks in the concrete beds and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 10 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: \$ 24,212 (Twenty-Four Thousand Two Hundred Twelve 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, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by MG & JC Concrete, Inc. on June 3, 2024. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this

## SECTION 00500

Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused



## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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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 Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

### **RECORD OF WAGES PAID: INSPECTION**

Pursuant to Labor Code section 1776, Contractor stipulates 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

## SECTION 00500

**MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06**  
**CUPCCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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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.

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

- 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;

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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- (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

SECTION 00500

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: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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.
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## SECTION 00500

**MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06**  
**CUPCCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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- (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

## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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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



## SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

---

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 Manager's approval.*

**SECTION 00500**

**MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06  
CUPCCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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

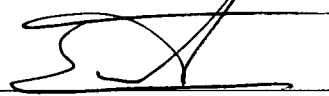
**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF LATHROP  
APPROVED AS TO FORM:**

By:  \_\_\_\_\_

Salvador Navarrete, City Attorney

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_

Michael King, Assistant City Manager

**APPROVED:**

By: \_\_\_\_\_

Stephen J. Salvatore, City Manager

SECTION 00300

MCKEE BLVD. STREETScape IMPROVEMENTS  
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

MCKEE BLVD. STREETScape IMPROVEMENTS

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Provide Bonds, Insurance and Mobilization	1	LS	4,000	4,000
2	Furnish and Place PCC Pads and Install Cobbles per Project Plans	825	SF	24.50	20,212

TOTAL BID: \$ 24,212<sup>00</sup>

TOTAL BID IN WORDS: Twenty Four Thousand Two Hundred Twelve, <sup>00</sup>/<sub>100</sub>

SECTION 00300

MCKEE BLVD. STREETScape IMPROVEMENTS  
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

**INFORMATION REQUIRED OF BIDDER**

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

**BIDDER'S INFORMATION**

(1) Bidder's name and address:

Miguel and JC concrete  
401 buckeye st Vacaville CA 94958

(2) Bidder's office telephone number: (415) 953 0031

(3) Bidder's fax number: \_\_\_\_\_

(4) Bidder's Contractor's License # / Expiration Date / Classification:

1049500 101-31-2025 C8 / A general

(5) Bidder's DIR Registration # / Expiration:

1000738891 6/30/2025

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

Name: Miguel Gonzalez Date of Inspection: 06/03/20

(7) List 4 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner

**SECTION 00300**

**MCKEE BLVD. STREETScape IMPROVEMENTS  
CUPCCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE MG and JC Concrete, Inc.

as PRINCIPAL, and Western National Mutual 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 Amount

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

**THAT, WHEREAS,** the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **MCKEE BLVD. STREETScape IMPROVEMENTS.**

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

SECTION 00300

MCKEE BLVD. STREETScape IMPROVEMENTS  
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 28 day  
of MAY, 2021

[Signature] (Seal)

[Signature] (Seal)

Miguel Gonzalez (Seal)

[Signature] (Seal)

Address: 401 Buckeye Street

Address: 4700 West 77th Street

Vacaville, CA 95688

Edina, MN 55435-4818

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

**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This record was acknowledged before me on (date) May 28, 2024

by (name(s) of individual(s)) CELE VERKOUTELER as

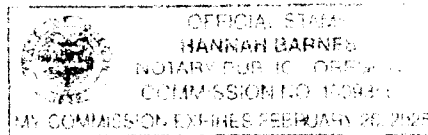
(type of authority) PROXIMATE FACT of (name of party on whose behalf

record was executed) WESTERN INDIAN AIRWAYS COMPANY

*Hannah Barnes*

Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 1 of a Notarized Affidavit (title or type of document), dated May 28, 2024, consisting of 2 pages.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Eric Verkouteren Gritly Insurance Services Inc. #10248

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof,

as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

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

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

[Handwritten signature of Jon R. Hebeisen]

Jon R. Hebeisen, Secretary

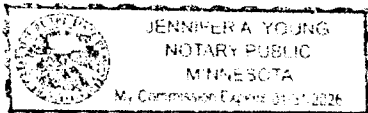


[Handwritten signature of Larry A. Byers]

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Handwritten signature of Jennifer A. Young]

Jennifer A. Young, Notary Public My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

[Handwritten signature of Jennifer A. Young]



Jennifer A. Young, Assistant Secretary

Signed and sealed at the City of Edina, MN this \_\_\_ day of \_\_\_\_\_, 2020





**SECTION 00300**

**MCKEE BLVD. STREETScape IMPROVEMENTS  
CUPCCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

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)**

Miguel Gonzalez – Work Experience

CURB, GUTTER & SIDEWALK REPAIR INCLUDING TREE REMOVAL & STUMP GRINDING & INSTALLATION OF CONCRETE CURB RAMPS&AT MISCELLANEOUS LOCATIONS2021-2022(P.W. 507-18)

Owner - City of Antioch Capital Improvements200 "H" StreetP. O. Box 5007Antioch, CA 94531-5007 – Inspector Darren Travels – 925 382 5050

Prime Contractor – M&G JC Concrete Inc. 401Buckeye Street Vacaville, CA 9568

Contract Price \$323,950.00 Date October 21 – June 22

Animal Shelter, Concrete CIP GG 23-06 – Concrete Curb ramps, sidewalk and asphalt paving

Owner -City Of Lathrop, 390 Towne Centre Dr, Lathrop CA 95330 – Project Manager Angel Albaraca – 209 712 3136

Prime Contractor – M&G JC Concrete Inc. 401Buckeye Street Vacaville, CA 9568

Contract Price \$94,000.00 Extra work added Final Price \$99,950.00 Date 03/11/24 – 03/15/24

Lombard St Vision Zero, Lombard St San Francisco – Sewer, Water and Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner San Francisco Public works – Representative – Brian Wong Resident Engineer

Prime Contractor – M Squared Construction, 1278 20<sup>th</sup> Ave San Francisco – 415 661 - 6902

Contract Price - \$29,982,000.00 Date Oct 2018 – Oct - 2020

Role – Foreman/operator of pipe laying and Concrete Crew ( Role involves layout of work, scheduling of work, making sure the work is done efficiently and safely)

Polk Streetscape Project, Polk St St San Francisco – Sewer, Water and Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner San Francisco Public works – Representative – Panos Panagopolus Resident Engineer

Prime Contractor – M Squared Construction, 1278 20<sup>th</sup> Ave San Francisco – 415 661 - 6902

Contract Price - \$18,321751.00 Date Oct 2016 – June 2019

Role – Foreman/operator of pipe laying and Concrete Crew ( Role involves layout of work, scheduling of work, making sure the work is done efficiently and safely)

22<sup>nd</sup>, 23<sup>rd</sup> and Dolores St San Francisco – Sewer, Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner- San Francisco Public works – Representative – Ben Leung

Prime Contractor –Basset Engineering 2330 Castro St, San Francisco – 415 597 6690

Contract Price - \$2,496,000.00 Date Jan 21 -- September 21

Role – Subcontractor – Concrete flat work (Curb ramps, curb and gutter and sidewalk)