

**CITY MANAGER'S REPORT
MARCH 11, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVAL OF CONSTRUCTION CONTRACT FOR
CIP PK 19-06 VALVERDE PARKING LOT
REPAIRS**

RECOMMENDATION: **Adopt Resolution Approving a Construction
Contract with Cavanaugh Paving and Grading
for the Valverde Parking Lot Repairs, CIP PK
19-06**

SUMMARY:

Staff requests that Council review and approve a construction contract with Cavanaugh Paving and Grading for repairs to the Valverde parking lot associated with CIP PK 19-06.

BACKGROUND:

At its February 11, 2019 meeting, Council approved the creation of CIP PK 19-06 and budgetted \$98,900 from Measure C for design services, curb and gutter re-alignment, and asphalt repairs at Valverde Park. This project will repair the damage caused by tree roots that have lifted the asphalt, curb and gutter in several areas of the parking lot at Valverde Park thereby preventing the lot from draining properly. These improvements include the removal of the asphalt, curb and gutter to expose damaging tree roots and the removal of these tree roots from the effected areas. Following the removal of the tree roots, the contractor will replace the asphalt, curb and gutter to allow water to drain from the parking lot as it was designed.

Staff solicited bids for these repairs and received two bids. Of the bids received, Cavanaugh Paving and Grading submitted the lowest bid for the requested services. Therefore, staff recommends Council approve the construction contract for CIP PK 19-06 with Cavanaugh Paving and Grading for a total bid of \$84,255.50.

REASON FOR RECOMMENDATION:

The repairs will insure the proper drainage of the parking lot, eliminate potential trip hazards, and remove invasive roots to minimize future damage to the parking lot

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

- This agenda item promotes Public Safety by making the necessary repairs to the parking lot at Valverde Park.
- Promoting Community Values by maintaining a community resource.

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MARCH 11, 2019 CITY COUNCIL REGULAR MEETING
CONSTRUCTION CONTRACT FOR CIP PK 19-06 VALVERDE PARKING LOT
REPAIRS

FISCAL IMPACT:

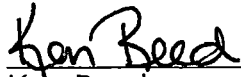
Sufficient funding was budgeted by Council on February 11, 2019 for these repairs.

ATTACHMENTS:

- A. Resolution Approving Construction Contract with Cavanaugh Paving and Grading for parking lot repairs, curb and gutter re-alignment at Valverde Park.
- B. Construction Contract with Cavanaugh Paving and Grading

CITY MANAGER'S REPORT
MARCH 11, 2019 CITY COUNCIL REGULAR MEETING
CONSTRUCTION CONTRACT FOR CIP PK 19-06 VALVERDE PARKING LOT
REPAIRS

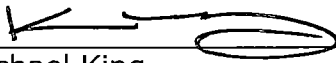
APPROVALS:



Ken Reed
Construction Manager

3-7-2019

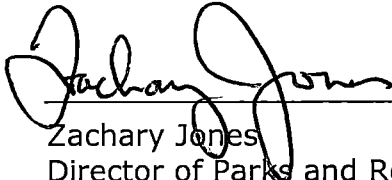
Date



Michael King
Assistant Director of Public Works

3-7-19

Date



Zachary Jones
Director of Parks and Recreation

March 6, 2019

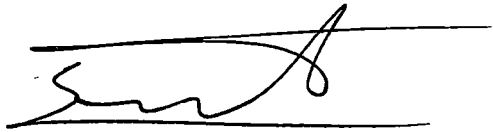
Date

for Vanessa R. FNTW.

Cari James
Director of Finance

3-7-19

Date



Salvador Navarrete
City Attorney

3.6-19

Date



Stephen J. Salvatore
City Manager

3-7-19

Date

RESOLUTION NO. 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A CONSTRUCTION CONTRACT WITH CAVANAUGH PAVING AND
GRADING FOR PARKING LOT REPAIRS, CURB AND GUTTER RE-ALIGNMENT
AT VALVERDE PARK**

WHEREAS, on February 11, 2019 City Council approved the creation of Capital Improvement Project (CIP) PK 19-06 for parking lot repairs, curb and gutter re-alignment, at Valverde Park; and

WHEREAS, on February 11, 2019 City Council approved a budget amendment of \$ 98,900 from Measure C funds, as reviewed and recommended for funding by the Measure C Committee at it's January 29th meeting; and

WHEREAS, staff solicited bids for these repairs and received two bids. Of the bids received Cavanaugh Paving and Grading submitted the lowest bid for requested services. Therefore, staff recommends the award of contract to Cavanaugh Paving and Grading as the lowest responsive bidder for the requested services;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the construction contract with Cavanaugh Paving and Grading for parking lot improvements at Valverde Park in the amount of \$84,255.50 as detailed therein and authorize the use of the CIP contingency as necessary to complete the repair.

The foregoing resolution was passed and adopted this 11TH day of March 2019, by the following vote of:

AYES:

NOES:

ABSTAIN:

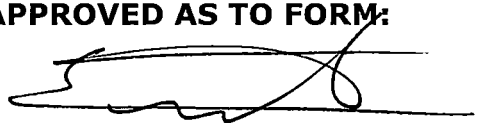
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF LATHROP AND
CAVANAUGH PAVING AND GRADING FOR
PARKING LOT IMPROVEMENTS AT VALVERDE PARK – PK 19-06**

THIS CONSTRUCTION CONTRACT (hereinafter "Contract") is made on March 11, 2019, by and between the **City of Lathrop** (hereinafter "City") and Cavanaugh Paving and Grading (hereinafter "Contractor").

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

SCOPE OF WORK

The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment and services necessary to complete the scope of work submitted by the Contractor, attached as Exhibit "A" and incorporated herein by reference. Contractor agrees to complete the work to the satisfaction of City and subject to inspection, of its representatives.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of \$84,255.50

TIME FOR PERFORMANCE

The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion within 60 total working days of Notice to Proceed.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

**CONSTRUCTION CONTRACT
CAVANAUGH PAGING AND GRADING**

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

**CONSTRUCTION CONTRACT
CAVANAUGH PAGING AND GRADING**

APPRENTICES

- (d) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (e) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (f) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid 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 work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

**CONSTRUCTION CONTRACT
CAVANAUGH PAGING AND GRADING**

- (g) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (h) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (i) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the 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 the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or 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 the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

**CONSTRUCTION CONTRACT
CAVANAUGH PAGING AND GRADING**

PREVAILING WAGES

- (j) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

- (k) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

**CONSTRUCTION CONTRACT
CAVANAUGH PAGING AND GRADING**

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants 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.

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

**CONSTRUCTION CONTRACT
CAVANAUGH PAGING AND GRADING**

INTERPRETATION

- (l) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (m) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (n) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (o) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CONSTRUCTION CONTRACT
CAVANAUGH PAGING AND GRADING**

Approved as to Form: City of Lathrop
City Attorney

Salvador Navarrete Date

Recommended for Approval: City of Lathrop
Assistant Director of Public Works

Michael King Date

Accepted By
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen Salvatore Date
City Manager

CONTRACTOR: Cavanaugh Paving and Grading
1848 Burgundy Drive
Escalon, CA 95320

209-665-5531

Fed ID # _____
Bus Licenses # _____

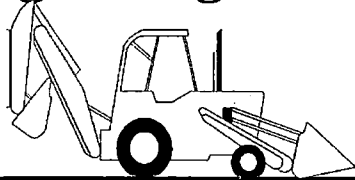
Signature Date

(Print Name and Title)

EXHIBIT A

"We Sell Service First"

Cavanaugh Paving and Grading



1848 Burgundy Drive
Escalon, CA 95320
(209) 665-5531

License #988300

15-Jan-19

Proposal Submitted To:		Work To Be Performed At:	
Name:	City of Lathrop	Name:	Valverde Park
Address:	390 Towne Centre Dr.	Address:	15557 Fifth Street
City:	Lathrop, CA 95330	City:	Lathrop, CA
Phone:		Phone:	Zach Jones
Fax:		Contact:	(209) 941-7385

Item: Asphalt Work and Concrete Replacement

ITEM	UNITS	U/M	CPU	TOTAL
Concrete Curb and Gutter - Sawcut, excavate and haul away C&G in identified areas. - Remove roots in work area. - Grade and compact subbase. - Form and pour new gutter to match existing. - Haul away all trash and debris generated by work.	475	l.f.	70.11	\$ 33,302.25
Asphalt Repairs - Sawcut, excavate and haul away asphalt in identified areas. - Remove roots in work area. - Grade and compact subbase. - Pave 3" of new hot-mix asphalt throughout. - Haul away all trash and debris generated by work.	8,075	sq. ft.	6.31	\$ 50,953.25
TOTAL BID:				\$ 84,255.50

Notes

- Does not includes any items that are not identified in this quote.

All accounts over 30 days will be charged interest at 2% per month on balance.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment made as outlined. In the event it is necessary to employ an attorney to enforce the terms of the contract, the customer agrees to pay all legal/court costs.

Upon acceptance, please sign and return to our office. Please retain a copy for your files.

Authorized Signature Gerald Cavanaugh

Gerald Cavanaugh

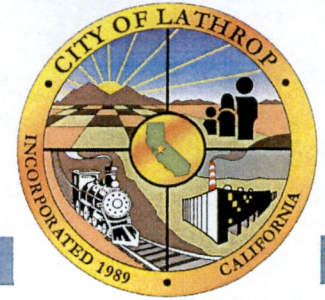
NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

Signature _____

Title _____

Date of Acceptance _____

Valverde Parking Lot Repairs – CIP PK 19-06



The Asphalt, curb, and gutters will be removed in areas as indicated.

Once removed the invasive tree roots will be removed to ensure the proper drainage of the parking lot, eliminate potential trip hazards, and minimize future damage to the parking lot.

Following this removal the asphalt, curb, and gutters will be replaced to allow parking lot to drain as designed.

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