

**CITY MANAGER'S REPORT  
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVE A CONSTRUCTION CONTRACT FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE II) AND RELATED BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution Approving Construction Contract with VSS International, Inc., for Pavement Maintenance and Repairs, Pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase II) and Related Budget Amendment**

---

**SUMMARY:**

In 2018, City Council approved Capital Improvement Project (CIP) PS 18-01 Citywide Road Maintenance and Repair Program, including the Pavement Maintenance and Repair Program (PRMP), Phase II, for the maintenance and repair of the City's streets. Contract plans and specifications for this project were completed in April 2019 and were advertised for bid on May 20, 2019 according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

On June 18, 2019, a total of two bids were received and opened by the City Clerk. After review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be VSS International, Inc. based on the base bid and Alternate 2, for a total of \$751,120. The addition of Alternate 2 was chosen over Alternate 1 because Alternate 2 best suits the City's need for pavement maintenance.

Staff requests City Council approve a construction contract with VSS International, Inc. for PRMP Phase II in the amount of \$751,120. Staff also requests Council approve a 10% contingency in the amount of \$75,112 for a total cost not to exceed \$826,232.

**BACKGROUND:**

City staff established the PRMP Phase II project to maintain and repair pavement in the following areas:

Base Bid

- 1) S. Harlan Road from E. Louise to Taco Bell Intersection;
- 2) S. Harlan Road from 14440 S. Harlan Road to 300 feet south of Stonebridge Lane;
- 3) River Islands Parkway & McKee Boulevard;
- 4) City Hall Parking Lot;
- 5) Manuel Valverde Park Parking Lot;

**JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

**APPROVE A CONSTRUCTION CONTRACT FOR CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM PHASE II**

- 6) River Islands Streets within Phase 1A – Villages B, C and I;
- 7) E. Louise Avenue between the I-5 east and west entrance/exit ramps;
- 8) D'Arcy Parkway, Murphy Parkway and Nestle Way;
- 9) Harlan Road from E. Louise Avenue to Shilling Avenue;

Bid Alternative 1: un-named Street off of E. Louise between Jack in the Box and the Shell Gas Station;

Bid Alternative 2: sections of Marina Drive, Commercial Street and Academy (Restriping the streets from one-way to two-way traffic)

Staff has selected these locations and the specified methods, located within the Bid Specifications, to be used for maintenance and repair based on the current conditions of the pavement. River Islands Development, LLC (River Islands) is required and has agreed to pay their portion of total costs attributable to the base bid and Alternate 2.

In April 2019, staff completed the plans and specifications for the PMRP Phase II. The project was advertised for bid through Stockton ARC in accordance with Lathrop Municipal Code Section 2.36.060. A total of two bids were received that were determined to be responsive and responsible. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

<b>Contractor</b>	<b>Total Bid Including Alt 2</b>
VSS International, Inc.	\$751,120
American Pavement Systems, Inc.	\$886,342.10

Staff reviewed bids and determined that the lowest responsive and responsible bidder is VSS International, Inc. Staff requests that City Council adopt a resolution approving a construction contract with VSS International, Inc., in the amount of \$751,120. Staff also requests City Council authorize a 10% construction contingency of \$75,112 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$826,232. Of this amount, River Islands has guaranteed payment before the project begins, with an initial estimated payment of \$292,820. Staff complied with the CEQA process for this project with the preparation and filing of a Notice of Exemption (NOE) pursuant to the CEQA Guidelines Section 15301(c).

**REASON FOR RECOMMENDATION:**

The PMRP Phase II was included in the Fiscal Year 18/19 and 19/20 budget for the CIP PS 18-01 Citywide Road Maintenance and Repair Program. Based on the review of bids received, VSS International, Inc., was determined to be the lowest responsive and responsible bidder. Staff is requesting City Council to approve the construction contract with VSS International, Inc., in the amount of \$751,120, plus a 10% contingency in the amount of \$75,112 for a total cost of \$826,232. Of this amount, River Islands has guaranteed payment before the project begins, with an initial estimated payment of \$292,820.

**CITY MANAGER'S REPORT** **PAGE 3**  
**JULY 8, 2019, CITY COUNCIL REGULAR MEETING**  
**APPROVE A CONSTRUCTION CONTRACT FOR CIP PS 18-01 CITYWIDE ROAD**  
**MAINTENANCE AND REPAIR PROGRAM PHASE II**

**FISCAL IMPACT:**

The proposed contract with VSS International, Inc. is for a cost of \$751,120. A 10% contingency is requested in the amount of \$75,112 for a total cost not to exceed \$826,232. Of this amount, River Islands has guaranteed payment before the project begins, with an initial estimated payment of \$292,820.

Staff requests City Council approve a budget amendment increase transferring \$292,820 from the Developer Projects Fund (2710) to the Streets CIP Fund (3310) as follows:


<u>Increase Revenue</u>		
2710-8000-372-0100		\$292,820
<u>Increase Transfer Out</u>		
2710-9900-990-9010		\$292,820
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-01	\$292,820
<u>Increase Expense</u>		
3310-8000-420-1200	PS 18-01	\$292,820

**ATTACHMENTS:**

- A. Resolution Approving Construction Contract with VSS International, Inc., for Pavement Maintenance and Repairs, Pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase II) and Related Budget Amendment
- B. Construction Contract with VSS International, Inc. for Pavement Maintenance and Repairs Program CIP PS 18-01 Phase II

**CITY MANAGER'S REPORT**  
**JULY 8, 2019, CITY COUNCIL REGULAR MEETING**  
**APPROVE A CONSTRUCTION CONTRACT FOR CIP PS 18-01 CITYWIDE ROAD**  
**MAINTENANCE AND REPAIR PROGRAM PHASE II**

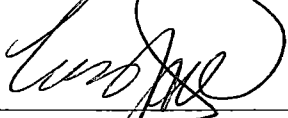
**APPROVALS:**

  
\_\_\_\_\_  
Steven J. Medina  
Assistant Engineer


6/24/19  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

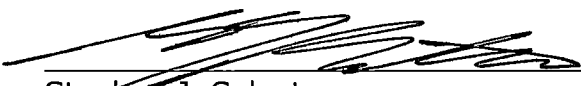
6-24-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

6/26/19  
Date

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

6-25-19  
Date

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

6-26-19  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING CONSTRUCTION CONTRACT WITH VSS INTERNATIONAL, INC., FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE II)**

**WHEREAS**, in 2018, City Council approved the formation of Capital Improvement Project (CIP) PS 18-01 Citywide Road Maintenance and Repair Program, including the Pavement Maintenance and Repair Program (PRMP), Phase II, for the maintenance and repair of the City's streets; and

**WHEREAS**, the contract plans and specifications for the PRMP Phase II were completed by staff in May 2019 and were advertised for bid according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

**WHEREAS**, River Islands Development, LLC (River Islands) is required and has agreed to pay their portion of total costs attributable to the base bid and Alternate 2; and

**WHEREAS**, River Islands has agreed to be a part of this project and has guaranteed payment; and

**WHEREAS**, combining the projects could provide potential cost savings; and

**WHEREAS**, a total of two bids were received and opened by the City Clerk on June 18, 2019; and

**WHEREAS**, bid specifications allow City staff to select the successful bid on the basis of the base bid alone or any combination of the two alternates and the base bid; and

**WHEREAS**, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be VSS International, Inc., with a base bid amount (plus Alternate 2) of \$751,120; and

**WHEREAS**, staff also requests City Council to authorize a 10% contingency in the amount of \$75,112 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$826,232; and

**WHEREAS**, of this amount, River Islands has guaranteed payment before the project begins, with an initial estimated payment of \$292,820; and

**WHEREAS**, staff also requests City Council approve a budget amendment increase transferring \$292,820 from the Developer Projects Fund (2710) to the Streets CIP Fund (3310) as follows:

<u>Increase Revenue</u>		
2710-8000-372-0100		\$292,820
<u>Increase Transfer Out</u>		
2710-9900-990-9010		\$292,820
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-01	\$292,820
<u>Increase Expense</u>		
3310-8000-420-1200	PS 18-01	\$292,820.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approves a construction contract with VSS International, Inc., for Pavement Maintenance and Repairs, pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase II) for a cost of \$751,120; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$75,112 for a total construction cost not to exceed \$826,232 and authorizes staff to spend this amount, as necessary, to accomplish the goals of the project.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Sonny Dhaliwal, Mayor

**ATTEST:**

---

Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



---

Salvador Navarrete, City Attorney

**PART III**  
**CONTRACT DOCUMENTS**

**City of Lathrop**



**SECTION A. CONSTRUCTION CONTRACT**

---

**THIS CONSTRUCTION CONTRACT** (hereinafter "Contract") is made on the date set forth below, by and between the **City of Lathrop** (hereinafter "City") and <name, mailing address and phone> (hereinafter "Contractor").

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

**A-1 CONTRACT DOCUMENTS**

The complete Contract consists of the following documents, to wit:

1. Notice Inviting Bids
2. Instructions to Bidders
3. Bid Form
4. Construction Contract
5. Payment Bond to Accompany Contract
6. Performance Bond to Accompany Contract
7. General Conditions, Supplemental Conditions and Technical Specifications
8. Working Details and Plans
9. All Addenda and Change Orders
10. City of Lathrop Department of Public Works Design and Construction Standards (current edition at time of bidding)
11. Caltrans Standard Specifications and Standard Plans (2015 edition).

Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. Unless incorporated herein by express reference, Sections 1 through 9, inclusive, of the Caltrans Standard Specifications are hereby expressly excluded from these contract documents and nothing set forth herein shall be deemed to incorporate Sections 1 through 9, inclusive, by implication.

**A-2 THE WORK**

The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements entitled:

**Pavement Maintenance Repair Program (PS 18-01) Phase II**

as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications.

**Construction Contract**

---

The Work to be performed under this contract is generally described as, but not necessarily limited to: 7-inch Grind & Repave with Geogrid (locations of geogrid shall be determined in the field by the project engineer or senior construction inspector); 3-inch Profile Grind & Repave; 6-inch Grind & Repave; and replacement of striping (temporary paint striping), markings, pavement markers, and preserving, protecting and adjusting manholes and valves to finished grade.

The work performed and completed as required in the Plans and Specifications shall be under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Robert McGinnis, senior construction inspector.

**A-3 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 \_\_\_\_\_ dollars (\$\_\_\_\_\_) subject to additions and deductions as provided in the Contract Documents. If applicable, the sum includes base bid and accepted alternate bid items numbered \_\_\_\_\_. If applicable, all other alternate bid items are rejected by City, and are not included in this Contract. (See Bid Schedule.)

**A-4 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 thirty (30) working days of said Notice to Proceed.

**A-5 PERMITS; COMPLIANCE WITH LAW**

The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all 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.

**A-6 BID SCHEDULE**

<INSERT BID SCHEDULE AFTER BID OPENING>

**TOTAL BID AMOUNT:** \_\_\_\_\_

**A-7 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

---

### A-8 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.

### A-9 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.

### A-10 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, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.

### A-11 LIQUIDATED DAMAGES

Liquidated damages are as provided in Part V, Section D-8 of the General Conditions of the Contract.

## Construction Contract

---

### A-12 APPRENTICES

- (a) 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.
- (b) 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.
- (c) 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.

### A-13 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.

### A-14 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:

- (a) 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.
- (b) 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,

## Construction Contract

---

the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (c) 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.

### **A-15 PREVAILING WAGES**

- (a) 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

## Construction Contract

---

<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 alleged failure to comply with the Prevailing Wage Laws.

- (b) 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.

### **A-16 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.

### **A-17 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.

### **A-18 INTERPRETATION**

- (a) 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.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions

## Construction Contract

---

herein and no presumption shall arise concerning the draftsmanship of such provision.

### **A-19 APPLICABLE LAW**

- (a) 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.
- (b) 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.

### **A-20 AUTHORITY TO EXECUTE**

Each signatory to this Contract warrants that he or she is authorized to enter into this Contract on behalf of his or her principal.

**Construction Contract**

---

**IN WITNESS WHEREOF**, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CONTRACTOR:**

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

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

**CITY OF LATHROP:**

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

Name, Title: Stephen J. Salvatore, City Manager



**SECTION B. PERFORMANCE BOND TO ACCOMPANY CONTRACT**

---

**Know All Men by These Presents:**

**THAT WHEREAS**, the City of Lathrop awarded to \_\_\_\_\_  
\_\_\_\_\_, as principal, hereinafter designated as the "Contractor," a contract for the work  
described as follows:

**Pavement Maintenance & Repair Program (PS 18-01) Phase II**

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said  
contract guaranteeing the faithful performance thereof;

**NOW, THEREFORE**, We the undersigned Contractor and Surety, are held and firmly  
bound unto the City of Lathrop, in the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to the said City,  
its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our  
heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these  
presents.

The **CONDITION** of this obligation is such,

That if the above Contractor, its heirs, executors, administrators, successors or assigns,  
shall in all things stand to and abide by, and well and truly keep and perform the covenants,  
conditions and agreements in the foregoing Contract and any alteration thereof made as therein  
provided, on its part to be kept and performed at the time and in the manner therein specified, and  
in all respects according to their true intent and meaning, and shall indemnify and save harmless  
the City of Lathrop, its officers and agents, as therein stipulated, then this obligation shall become  
and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is  
brought upon this bond the said surety or sureties shall pay all court costs, expenses and the  
reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the  
prevailing party.

And the said surety, for value received, hereby stipulated and agrees that no change,  
extension of time, alteration or addition to the terms of the Contract or to the work to be performed  
thereunder or the specifications accompanying the same shall in any wise affect is obligations on  
this bond, and it does hereby waive notice of any such change, extension of time, alteration or  
addition to the terms of the Contract or to the work or to the specifications.

**Performance Bond**

---

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

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

Contractor

\_\_\_\_\_  
\_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Attorney-in-fact

**SECTION C. PAYMENT BOND TO ACCOMPANY CONTRACT**

---

**Know All Men by These Presents:**

**THAT WHEREAS**, The City of Lathrop has awarded to \_\_\_\_\_, as principal, hereinafter designated as the "Contractor," a Contract for the work described as follows:

**Pavement Maintenance & Repair Program (PS 18-01) Phase II**

**AND WHEREAS**, said Contractor is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.*, Civil Code, to furnish a bond in connection with said contract;

**NOW, THEREFORE**, We the undersigned Contractor and surety are held and firmly bound unto the City of Lathrop in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), said sum being determined consistent with the provisions of section 3248 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

That if said Contractor, its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.* of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the said surety or sureties will pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

**Payment Bond**

---

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

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

Contractor

\_\_\_\_\_  
\_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Attorney-in-fact

**NOTE:** If Contractor is a Partnership, all parties must execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must be acceptable to the City and meet all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

**NOTICE:** The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in San Joaquin County.

**SECTION D. CONTRACTOR'S CERTIFICATE REGARDING  
WORKER'S COMPENSATION**

---

**TO:** Michael King, Assistant Public Works Director  
390 Towne Centre Drive  
Lathrop, CA 95330

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

**CONTRACTOR:**

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

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

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

(Business Address)

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

(Place of Residence)

**PAGE LEFT  
INTENTIONALLY  
BLANK**