

ITEM 4.17

CITY MANAGER'S REPORT DECEMBER 9, 2019, CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS FOR LOUISE AVENUE AND MCKINLEY AVENUE FROM SUKHCHAIN GILL, OWNER OF A&A INTERMODAL LOCATED AT 1850 E. LOUISE AVENUE**

RECOMMENDATION: **Adopt Resolution Accepting Public Improvements for Louise Avenue and McKinley Avenue from Sukhchain Gill, Owner of A&A Intermodal Located at 1850 E. Louise Avenue**

SUMMARY:

Sukhchain Gill, owner of A&A Intermodal located at 1850 E. Louise Avenue, has completed construction of the offsite improvements in accordance with approved improvement plans. The offsite improvements have been inspected by City staff and have been deemed complete and ready for acceptance. The cost to maintain these facilities will be covered through the street maintenance fund.

Staff requests that City Council accept the offsite improvements from Sukhchain Gill, owner of A&A Intermodal.

BACKGROUND:

The City of Lathrop Planning Commission approved Site Plan Review 17-134 (SPR 17-134) by Resolution 18-17 on May 30, 2018 for a truck parking facility located at 1850 East Louise Avenue, as shown in Attachment B. The A&A Intermodal truck parking facility development consist of a 400 sq. ft. guard shack on a 10.04-acre site and provides 185 truck parking spaces and 50 off-street automobile parking spaces. The development includes other onsite improvements including security fencing, lighting, paving, and a storm water retention basin. Offsite improvements include sidewalk, curb, gutter, storm water drainage, street lights, fire hydrants, paving, and striping along both East Louise Avenue and McKinley Avenue.

Sukhchain Gill, owner of A&A Intermodal, has completed construction of the offsite improvements in accordance with approved improvement plans. The offsite improvements have been inspected by City staff and have been deemed complete and ready for acceptance. The cost to maintain these facilities will be covered through the street maintenance fund. Offer of dedication of right-of-way and public utility easement was accepted by the City by Resolution No. 19-4563, dated May 13, 2019.

The approximate value of the improvements is \$1,236,351 as shown in Attachment C for this project, GASB 34 Report for A&A Intermodal Offsite Improvements. Sukhchain Gill has provided Maintenance Bond no. 681303M in the amount of \$66,910 (10% of the Performance Bond value) to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment or defective workmanship for a period of one year from the date of acceptance.

DECEMBER 9, 2019, CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS FOR LOUISE AVENUE AND MCKINLEY AVENUE FROM SUKHCHAIN GILL, OWNER OF A&A INTERMODAL LOCATED AT 1850 E. LOUISE AVENUE****REASON FOR RECOMMENDATION:**

The offsite improvements for A&A Intermodal have been inspected by City staff and have been deemed complete and ready for acceptance. Staff has received the record drawings, which reflect how the project was built, and lien releases for the improvements constructed by Sukhchain Gill. Staff recommends accepting the offsite improvements from Sukhchain Gill.

FISCAL IMPACT:

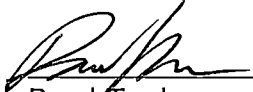
The City's maintenance costs will increase due to the additional improvements that will have to be maintained. The cost to maintain these facilities will be paid through the street maintenance fund.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements for Louise Avenue and McKinley Avenue from Sukhchain Gill, Owner of A&A Intermodal Located at 1850 E. Louise Avenue
- B. Location Map for A&A Intermodal – 1850 E. Louise Avenue
- C. Project GASB 34 Report Reflecting Approximate Value of Improvements
- D. Unconditional Waiver and Release on Final Payment

CITY MANAGER'S REPORT
DECEMBER 9, 2019, CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS FOR LOUISE AVENUE AND MCKINLEY
AVENUE FROM SUKHCHAIN GILL, OWNER OF A&A INTERMODAL LOCATED AT
1850 E. LOUISE AVENUE

APPROVALS:



Brad Taylor
Associate Engineer

11/15/19


Date



Michael King
Director of Public Works

11-15-19

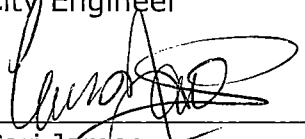
Date



Glenn Gebhardt
City Engineer

11-18-19

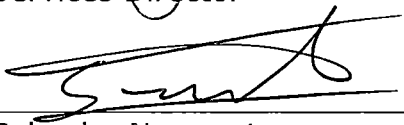
Date



Cari James
Finance & Administrative
Services Director

11/19/19

Date



Salvador Navarrete
City Attorney

11-18-19

Date



Stephen J. Salvatore
City Manager

11.21.19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS FOR LOUISE AVENUE AND MCKINLEY AVENUE FROM SUKHCHAIN GILL, OWNER OF A&A INTERMODAL LOCATED AT 1850 E. LOUISE AVENUE

WHEREAS, the City of Lathrop Planning Commission approved Site Plan Review 17-134 (SPR 17-134) by Resolution 18-17 on May 30, 2018 for a truck parking facility located at 1850 East Louise Avenue; and

WHEREAS, offsite improvements associated with the project include sidewalk, curb, gutter, storm water drainage, street lights, fire hydrants, paving, and striping along both East Louise Avenue and McKinley Avenue; and

WHEREAS, Sukhchain Gill, owner of A&A Intermodal, has completed construction of the offsite improvements in accordance with approved improvement plans; and

WHEREAS, the offsite improvements have been inspected by City staff and have been deemed complete and ready for acceptance; and

WHEREAS, the cost to maintain these facilities will be covered through the street maintenance fund; and

WHEREAS, offer of dedication of right-of-way and public utility easement was accepted by the City by Resolution No. 19-4563, dated May 13, 2019; and

WHEREAS, the approximate value of the improvements is \$1,236,351 as shown in the GASB 34 Report for A&A Intermodal Offsite Improvements; and

WHEREAS, Sukhchain Gill has provided Maintenance Bond no. 681303M in the amount of \$66,910 (10% of the Performance Bond value) to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment or defective workmanship for a period of one year from the date of acceptance; and

WHEREAS, staff has received the record drawings, which reflect how the project was built, and lien releases for the improvements constructed by Sukhchain Gill; and

WHEREAS, staff recommends accepting the offsite improvements from Sukhchain Gill.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that the completed offsite improvements are hereby accepted from Sukhchain Gill.

The foregoing resolution was passed and adopted this 9th day of December 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

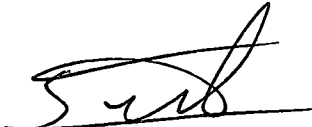
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

LOCATION MAP FOR A&A INTERMODAL – 1850 E. LOUISE AVENUE



**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by:
A&A Intermodal PH II

Date: 10/31/2019

Item	Units	Qty	Unit Price	Total
Fire Hydrant	EA	3	\$8,000.00	\$24,000.00
Relocate Fire Hydrant	EA	2	\$3,500.00	\$7,000.00
4" Sanitary Sewer	EA	1	\$16,500.00	\$16,500.00
2" Water Service w/ Meter	EA	1	\$4,500.00	\$4,500.00
SDCB	EA	4	\$2,925.00	\$11,700.00
Inlet	EA	1	\$2,500.00	\$2,500.00
12" Pipe	LF	101	\$42.50	\$4,292.50
Asphalt (Grading, AB, AC)	SF	41242	\$7.27	\$299,829.34
Curb & Gutter	LF	1260	\$22.00	\$27,720.00
Sidewalks	SF	5257	\$6.25	\$32,856.25
Driveways	SF	1372	\$9.00	\$12,348.00
Striping	LS	1	\$8,269.00	\$8,269.00
Total				\$1,236,351.09

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: United Paving

Name of Customer: Herb Preszler

Job Location: A&A Intermodal Terminal II 1850 E Louise Ave., Lathrop, CA

Owner: Sam Gill

Unconditional Waiver and Release

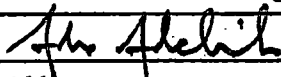
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:



Claimant's Title: Project Manager

Date of Signature: 11/13/2019

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
California Civil Code Section 8138

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: A. Teichert & Son, Inc.
Name of Customer: United Paving Co.
Job Location: Intermodal Terminal II, 1850 E. Louise Avenue, Lathrop, CA
(Job 18091)
Owner: Sam Gill


Unconditional Waiver and Release

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Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature: 
Claimant's Title: Vivian Fong, Credit Representative
Date of Signature: November 9, 2019

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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Identifying Information

Name of Claimant: R&B Company

Name of Customer: United Paving

Job Location: A&A Intermodal Terminal II 1850 E Louise Ave., Lathrop, CA

Owner: Sam Gill

Unconditional Waiver and Release

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Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title: A/R

Date of Signature: 11/13/2019

**UNCONDITIONAL WAIVER AND RELEASE ON
FINAL PAYMENT**
(CA CIVIL CODE §8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant Millcreek Construction Group Inc.
Name of Customer United Paving
Job Location A&A Intermodel - Lathrop 1850 E. Louise Ave. Lathrop, CA
Owner Sam Gill

Unconditional Waiver and Release

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Exceptions

This document does not affect the following

Disputed claims for extras in the amount of \$ _____

SIGNATURE

Claimant's Signature: Jodi Jackson
Claimant's Title: Office Manager
Date of Signature: 11.06.19

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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Identifying Information

Name of Claimant: HD SUPPLY WHITE CAP

Name of Customer: MILLCREEK CONSTRUCTION GROUP INC

Job Location: A&A Intermodal Terminal II 1850 E Louise Ave., Lathrop, CA

Owner: Sam Gill

Unconditional Waiver and Release

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Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature: *James Walker*

Claimant's Title: MGR., ACCOUNT SERVICES

Date of Signature: 11/13/2019

Unconditional Waiver and Release on Final Payment

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IDENTIFYING INFORMATION

Name of Claimant: Holt of California, Inc.

Name of Customer: United Paving

Job Location: Intermodal Terminal II, 1850 E. Louise Ave., Lathrop, CA

Owner: Sam Gill

Job Name (if any): Intermodal Terminal II

UNCONDITIONAL WAIVER AND RELEASE

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EXCEPTIONS

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$0.00

Signature

Francesca Taylor

Francesca Taylor
Credit Specialist
Holt of California, Inc.
November 11, 2019

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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Identifying Information

Name of Claimant: George Reed Inc.
Name of Customer: United Paving
Job Location: A&A Intermodal Terminal II 1850 E Louise Ave., Lathrop, CA
Owner: Sam Gill

Unconditional Waiver and Release

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Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature: [Signature]
Claimant's Title: Prelien & Release Specialist
Date of Signature: 11/12/19

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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Identifying Information

Name of Claimant: California Materials, Inc.

Name of Customer: McMillen Enterprises dba United Paving

Job Location: Intermodal JOB#18091 1850 E. Louise Ave. Lathrop, CA

Owner: Sam Gill

Unconditional Waiver and Release

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Exceptions

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Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature: 

Claimant's Title: AR

Date of Signature: 11/06/2019

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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Identifying Information

Name of Claimant: CMAT Mobile Crushing, Inc.

Name of Customer: McMillen Enterprises dba United Paving

Job Location: Intermodal JOb#18091 1850 E. Louise Ave. Lathrop, CA

Owner Sam Gill

Unconditional Waiver and Release

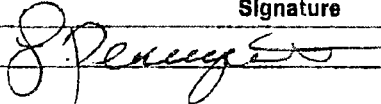
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Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature.



Claimant's Title. AR

Date of Signature. 11/06/2019
