



**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 2, 2021, 6:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330**

AGENDA

PLEASE NOTE: The Special Meeting will commence at 6:00 p.m. Closed Session will follow after the conclusion of Item 4.1.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the office of the City Clerk (209) 941-7230. Notification 48 hours prior to a meeting will enable the City to make reasonable arrangements to ensure accessibility to that meeting [28 CFR 35 .102.35.104 ADA Title II].

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Meetings to be conducted telephonically. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allows for the public to participate in any meeting of the City Council by electronic means. This meeting is being conducted in person and by utilizing teleconferencing/electronic means consistent with State of California Executive Order N-29-20, dated March 17, 2020, and recent State Orders regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may view the meeting on television and/or online.

Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

This meeting will be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1612615757?pwd=VWhjTjRaY2FtSFNVZG1SSHMvbUxnZz09>

- ✚ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please “raise the hand” feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✚ For audio / calling in only, dial: +1 (669) 254 5252
 - To request to speak (same as the “raise hand” feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✚ Webinar ID: 161 261 5757/ Passcode: 860732
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

1. PRELIMINARY

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 PLEDGE OF ALLEGIANCE

2. PRESENTATIONS

- 2.1 LATHROP POLICE DEPARTMENT PROJECT UPDATE, GG 21-11

3. CONSENT CALENDAR

- 3.1 AWARD CONSTRUCTION CONTRACT AND RATIFY PURCHASE ORDERS FOR CIP GG 21-09 CITY HALL RENOVATIONS
Adopt Resolution Awarding a Construction Contract to Hale Construction, Inc. and Ratifying Purchase Orders with DLD Design & Consulting for CIP GG 21-09 City Hall Renovations

4. SCHEDULED ITEMS

- 4.1 CITY COUNCIL DISCUSSION REGARDING REGULATION AND PERMIT OPTIONS FOR CANNABIS ACTIVITIES IN THE CITY OF LATHROP
City Council to Discuss and Provide Staff Direction as to Whether to Prepare an Ordinance for Review by the Planning Commission and Subsequent Consideration of the City Council, for Regulation and Permit Options for Cannabis Activities

5. CLOSED SESSION

- 5.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)
 - 1 Potential Cases

RECONVENE

- 5.2 REPORT FROM CLOSED SESSION

6. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC
City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).

**CITY MANAGER'S REPORT
AUGUST 2, 2021 CITY COUNCIL SPECIAL MEETING**

ITEM: **AWARD CONSTRUCTION CONTRACT AND RATIFY PURCHASE ORDERS FOR CIP GG 21-09 CITY HALL RENOVATIONS**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to Hale Construction, Inc. and Ratifying Purchase Orders with DLD Design & Consulting for CIP GG 21-09 City Hall Renovations**

SUMMARY:

The Capital Improvement Project (CIP) GG 21-09 City Hall Renovations was created to complete the renovation efforts started in 2016, which includes updating all City Hall restrooms, restoring the exterior paint for the City Hall building, and adding landscaping around City Hall. This phase of the work (Project) consists of the restroom renovations, which includes plumbing elements, tile, paint, and upgraded fixtures typical to public restrooms.

Staff requests City Council award a construction contract to Hale Construction, Inc. for the construction of the restroom renovations in the amount of \$143,443 plus a 10% contingency for a total of \$157,788 and ratify purchase orders with DLD Design & Consulting (DLD) in the amount of \$68,705. Sufficient funding for this project was included in the adopted FY 21/22 budget.

BACKGROUND:

The restrooms at City Hall have not been updated since their construction in 2005. They require renovation due to normal wear and tear and structural deficiencies that support the toilet fixtures. The Project will also provide new water efficient fixtures, new paint, wall tile, floor tile, faucets, sinks, toilets, urinals, stall partitions and typical restroom fixtures for both public and employee restrooms at City Hall.

Public Works staff completed the plans and technical specifications for the restroom renovations in January 2021. The bid solicitation was advertised on February 5, 2021, in accordance with the Public Contract Code and California Uniform Public Construction Cost Accounting Act (CUPCCAA) informal bid solicitation procedures. On February 23, 2021, Public Works received zero (0) bids in response to the solicitation. Reasons cited by contractors for a lack of interest in the project included an abundance of work in the private sector and difficulties associated with prevailing wage requirements on a job of this size.

Following the informal bid solicitation expiration and per LMC 3.30.080 (B), the City commenced contract negotiations with Hale Construction, Inc. who submitted a bid on July 8th, 2021, for \$143,443. Hale Construction, Inc. has a schedule opening and can start the work immediately.

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AWARD CONSTRUCTION CONTRACT AND RATIFY PURCHASE ORDERS FOR
CIP GG 21-09 CITY HALL RENOVATIONS

Due to the pandemic causing long lead times for material procurement, it has been challenging for the City to find vendors that can provide the necessary materials within the construction timeframe. DLD, our City Hall design consultant, can provide professional design services and procure the required materials in the timeframe needed for the project at prices often lower than those in the commercial market. DLD provided proposals totaling \$68,705 for professional integrated interior design and material procurement for the Project.

Staff reviewed and evaluated both contractors and their bids, and determined that both contractors are responsible, and that their bids are responsive to the project goals and represent fair market value. Staff requests City Council adopt a resolution awarding a construction contract to Hale Construction, Inc. in the amount of \$143,443. Staff also requests City Council authorize a 10% construction contingency of \$14,345 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total construction cost not to exceed \$157,788. Furthermore, staff requests City Council ratify purchase orders totaling \$68,705 with DLD for professional integrated interior design and material procurement, for a total Project cost of \$226,493.

REASON FOR RECOMMENDATION:

The City Hall restrooms were constructed over 15 years ago and is in need of repairs. The fixtures are loose and the support structure in the wall needs to be replaced and or repaired. Renovations will be installed to the most recent building code and ADA standards.

FISCAL IMPACT:

Sufficient funding for this project was included in the adopted FY 21/22 budget.

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to Hale Construction, Inc. and Ratifying Purchase Orders with DLD Design & Consulting for CIP GG 21-09 City Hall Renovations
- B. Construction Contract with Hale Construction, Inc. for CIP GG 21-09 City Hall Renovations
- C. Purchase Orders (2021-416, 2021-596, 2021-729) with DLD Design & Consulting

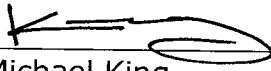
CITY MANAGER'S REPORT
AUGUST 2, 2021 CITY COUNCIL SPECIAL MEETING
AWARD CONSTRUCTION CONTRACT AND RATIFY PURCHASE ORDERS FOR
CIP GG 21-09 CITY HALL RENOVATIONS

APPROVALS:



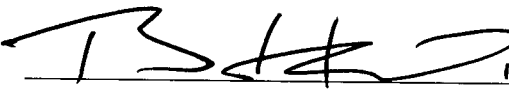
Ken Reed
Senior Construction Manager

7-29-2021
Date



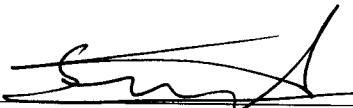
Michael King
Public Works Director

7-28-2021
Date




Cari James
Finance & Administrative
Services Director

7-29-2021
Date



Salvador Navarrete
City Attorney

7-28-2021
Date



Stephen J. Salvatore
City Manager

7.29.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO HALE CONSTRUCTION, INC. AND RATIFYING PURCHASE ORDERS WITH DLD DESIGN & CONSULTING FOR CIP GG 21-09, CITY HALL RENOVATIONS

WHEREAS, the Capital Improvement Project (CIP) GG 21-09 City Hall Renovations was created to complete the renovation efforts started in 2016, which includes updating both City Hall restrooms, restoring the exterior paint for the City Hall building, and adding landscaping around City Hall; and

WHEREAS, this phase of the work (Project) consists of the restroom renovations, which includes new paint, wall tile, floor tile, faucets, sinks, toilets, urinals, stall partitions and typical restroom fixtures for both public and employee restrooms; and

WHEREAS, the plans and specifications for the restroom renovation (Project) were completed by Public Works staff in January, 2021 and were advertised for bid on February, 5 2021, in accordance with the Public Contract Code and CUPCCAA informal bid solicitation procedures; and

WHEREAS, on February 23, 2021, Public Works received zero (0) bids in response to the solicitation. Subsequent to the informal bid solicitation expiration and per LMC 3.30.080 (B), the City commenced contract negotiations with Hale Construction, Inc. who submitted a bid on July 8th, 2021, for \$143,443 to construct the Project; and

WHEREAS, DLD Design & Consulting, our City Hall design consultant, provided proposals totaling \$68,705 for professional integrated interior design and material procurement; and

WHEREAS, staff reviewed and evaluated both contractors and their bids, and determined that both contractors are responsible, and that their bids are responsive to the project goals and represent fair market value; and

WHEREAS, staff requests City Council adopt a resolution awarding a construction contract to Hale Construction Inc. in the amount of \$143,443. Staff also requests City Council authorize a 10% construction contingency of \$14,345 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total construction cost not to exceed \$157,788; and

WHEREAS, staff further requests the City Council ratify Purchase Orders totaling \$68,705 with DLD for professional integrated interior design and materials procurement, for a total Project cost of \$226,493; and

WHEREAS, sufficient funding for this project was included in the adopted FY 21/22 budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to Hale Construction, Inc. for the construction of the Project, for a cost of \$143,443; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$14,345 for a total cost not to exceed \$157,788 for the construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

BE IT FINALLY RESOLVED, that the City Council of the City of Lathrop does hereby ratify Purchase Orders with DLD for professional integrated interior design and materials procurement for the Project totaling \$68,705, bringing the total Project cost to \$226,493.

The foregoing resolution was passed and adopted this 2nd day of August, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

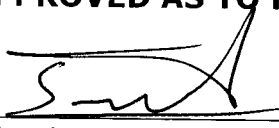
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF
LATHROP AND HALE CONSTRUCTION, INC.**

FOR CITY HALL BATHROOM RENOVATION, CIP GG 21-09

THIS CONSTRUCTION CONTRACT (hereinafter "Contract") is made on **August 2, 2021**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Hale Construction, Inc.** (hereinafter "Contractor"), whose Taxpayer Identification Number is 46-2598313.

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

SCOPE OF WORK

Contractor agrees to perform City Hall Bathroom Renovation in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

The work to be performed under this contract includes, but not limited to, renovation of the men's and women's employee and public bathrooms at City Hall, including removal and replacement of faucets, sinks, countertops, toilets, urinals, floor and wall tiles, stall doors, and fixtures typically found in public restrooms. Project Specifications, Attachment A of Exhibit A, provides additional project information. Project Plans, Attachment B of Exhibit A, provide additional project information and any tasks necessary to accomplish the project.

TIME FOR PERFORMANCE

The Contractor shall commence work within ten (10) working days of the Notice to Proceed, and diligently prosecute the work to completion within one hundred (100) total working days after the issuance of the Notice to Proceed.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, a sum not to exceed **\$143,443.00** set forth in Exhibit "A" for the City Hall Bathroom Renovation. Contractor shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to the paragraph below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall Contractor be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by City's authorized representative prior to the commencement of the work.

CONSTRUCTION CONTRACT – CITY OF LATHROP AND HALE CONSTRUCTION, INC. FOR CITY HALL BATHROOM RENOVATION, CIP GG 21-09

Contractor shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. Contractor's bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice.

Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person. In no event shall Contractor submit any billing for an amount in excess of the rates or the maximum amount of compensation for either task or for the entire Contract, unless modified by a properly executed change order.

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.

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

CONSTRUCTION CONTRACT – CITY OF LATHROP AND HALE CONSTRUCTION, INC. FOR CITY HALL BATHROOM RENOVATION, CIP GG 21-09

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.

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.

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

CONSTRUCTION CONTRACT – CITY OF LATHROP AND HALE CONSTRUCTION, INC. FOR CITY HALL BATHROOM RENOVATION, CIP GG 21-09

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:

- (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, 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

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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.

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 <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

CONSTRUCTION CONTRACT – CITY OF LATHROP AND HALE CONSTRUCTION, INC. FOR CITY HALL BATHROOM RENOVATION, CIP GG 21-09

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.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars per occurrence (\$2,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from

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activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a

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bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

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.

CONSTRUCTION CONTRACT – CITY OF LATHROP AND HALE CONSTRUCTION, INC. FOR CITY HALL BATHROOM RENOVATION, CIP GG 21-09

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.

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

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.

**CONSTRUCTION CONTRACT – CITY OF LATHROP AND HALE CONSTRUCTION,
INC. FOR CITY HALL BATHROOM RENOVATION, CIP GG 21-09**

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 – CITY OF LATHROP AND HALE CONSTRUCTION, INC. FOR CITY HALL BATHROOM RENOVATION, CIP GG 21-09

Approved as to Form:

City of Lathrop
City Attorney



7-28-2021

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Hale Construction, Inc.
P.O. Box 710
Lathrop, CA 95330


Fed ID # **46-2598313**
Business License # **40926**

Signature

Date

Print Name and Title

Exhibit A

Hale Construction, Inc.			
P.O. Box 710 Lathrop, CA 95330 (209) 323-5000 Ext 1421 Email: Billing@ConstructionByHale.com		QUOTE Date: 7/8/2021 Job/Task: Bathrooms/Remodel	
Resident Contact information			
Name: City of Lathrop			
Street address: _____			
City, State Zip Code _____			
Phone number (if needed): Kreed@ci.lathrop.ca.us			
Description of work performed			
Total remodel of 4 bathrooms			
Labor			
		Qty	Amount
Total remodel of four bathrooms.		1	\$ 23,745.60
Lead Carpenter 15 days @ 683.84 per day.			
Laborer 15 days @ \$449.60 per day.			
Laborer 15 days @ \$449.60 per day.			
Subtotal:		1	\$ 23,745.60
Material, Supplies, Hardware & Subcontractors			
		Quantity	Price
Hale Construction will supply and complete such work as sheet rock, taping, texturing, RAM board, drop clause, plastic, paint, jackhammer, drillbits, scrapers, dumpsters, steel for fabrication brackets, etc		1	\$ 10,000.00
Tony Cowen Construction & Plumbing Subcontractor. (see attached bid)		1	\$ 18,000.00
Central Valley Hardware: supply knotty alder doors. (see attached bid) Finishing 4 doors 3492.06		1	\$ 13,000.00
TNT Classic Refinishing (See attached bid)		1	\$ 59,657.00
JD Specialties: Bathroom stalls with ADA stall and necessary hardware for compliance.		1	\$ 6,000.00
Hale Constrution overhead and profit 10%		1	\$ 13,040.26
Subtotal:			\$ 119,697.26
Grand Total:			\$ 143,442.86

GG 21-09 City Hall Bathroom Renovation**Project Specifications**

The following numbered construction callouts correspond to each item's location on the Project Plans. Please note that there is no correlation between the numbering of items in the Project Specifications below with the numbering of items as they appear in the Bid Item list in Section 00300.

1. Floor Tile: City will provide 12" x 24" Tile. Contractor to construct with 1/8" joints, and provide grout (HB Fuller "TEC" Design FX: Sable), spacers, mortar and all items necessary for proper tile setting.
2. Floor Drains: replace existing covers only, with brushed zinc.
3. Wall Tile, lavatory surround: set to 84" above floor, City will provide 12" x 24" Tile. Contractor to construct with 1/8" joints, and provide grout (HB Fuller "TEC" Design FX: Bronze), spacers, mortar and all items necessary for proper tile setting.
4. Wall Tile, sink surround, backsplash and north walls: set from counter height to ceiling on sink walls, set from floor to ceiling on north walls. City will provide 12" x 24" Tile. Contractor to construct with 1/8" joints, and provide grout (HB Fuller "TEC" Design FX: Bronze), spacers, mortar and all items necessary for proper tile setting.
5. Paint: (ceiling and remainder of walls except north wall, single coat): 3 colors, Sherwin Williams Promar 200 (final sheen and color details to be provided by City).
6. Wall Mirrors to be provided by City, Contractor to provide all hardware and install.
7. & 15. Countertops and Sinks: to be provided by City, Contractor to provide all hardware, support and installation.
8. Paper Towel Dispensers: Bobrick B-3942, touchless, or equal
9. Toilets: single piece, wall-plumbed, floor supported if possible. Kohler Kingston K-84325, or equal.
10. Urinals: Kohler K-4918-0, or equal
11. Toilet paper Dispensers: Dual roll, easy change-out style. Bobrick B-699, or equal
12. Faucets: Sloan 3362130 or equal
13. Stall doors: ADA (36" x 72"), louvered, commercial- and stain-grade wood; color to be determined, (see Image 1 on following page for example). Contractor to also furnish and apply stain and commercial grade polyurethane satin finish sealant. Hinges and Hardware to be brushed or satin finish, nickel or silver color, to coordinate with faucet finish.
14. Stall doors: (30" x 72"), louvered, commercial- and stain-grade wood; color to be determined, (see Image 1 on following page for example). Contractor to also furnish and apply stain and commercial grade polyurethane satin finish sealant. Hinges and Hardware to be brushed or satin finish, nickel or silver color, to coordinate with faucet finish.

ATTACHMENT A

CITY HALL BATHROOM RENOVATION, GG 21-09

PROJECT SPECIFICATIONS

IMAGE 1 - STALL DOORS STYLE AND STAIN COLOR



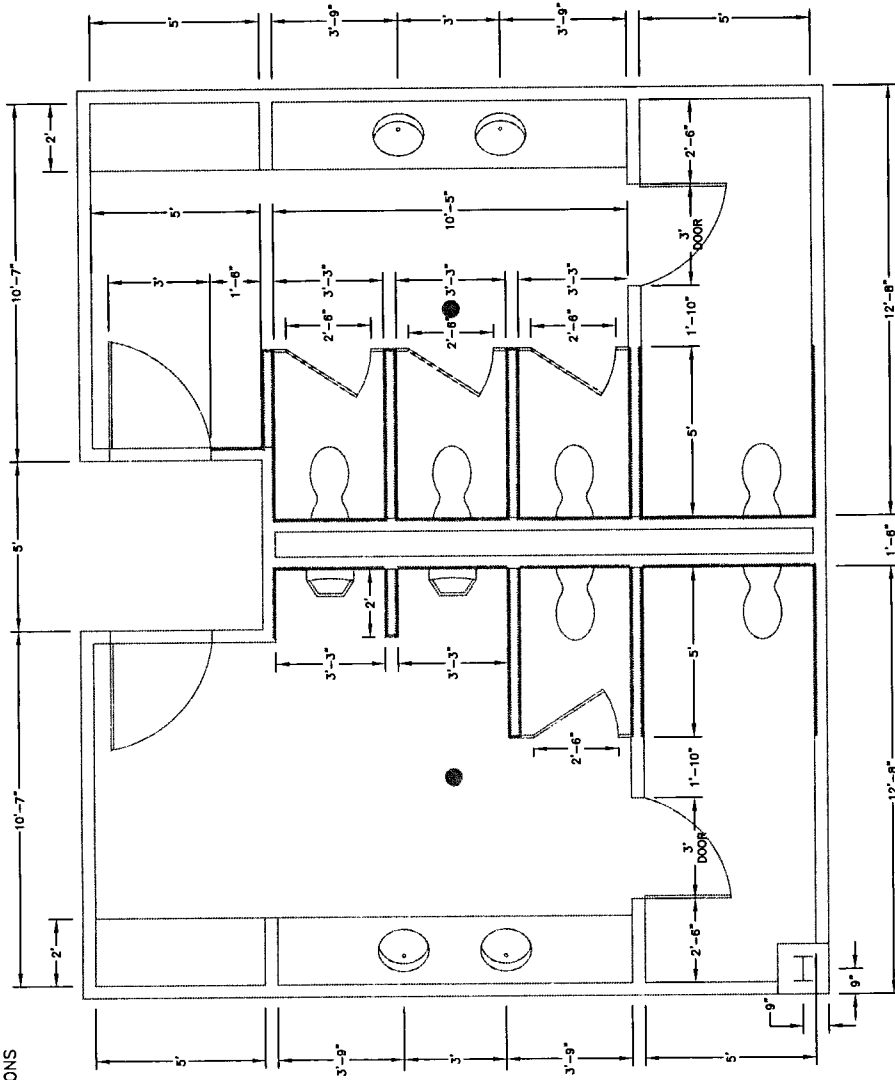
A-2

CITY HALL BATHROOM RENOVATION, GG 21-09

NOTES FOR CONTRACTOR:

1. LOCATIONS AND DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.

NOTE:
ALL WALLS ARE 5 1/4 INCHES THICK
WALL TILES ARE 4'-3" HIGH
ALONG SPECIFIED WALLS



DEPARTMENT OF PUBLIC WORKS
CITY OF LATHROP

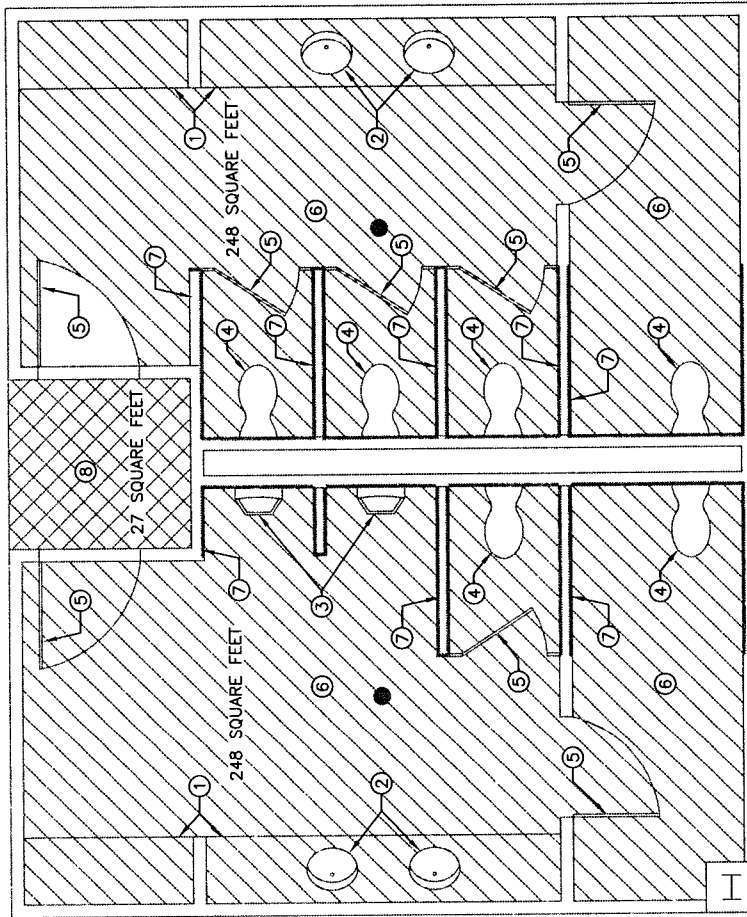
NO.		DATE		DESCRIPTION	

CITY HALL EMPLOYEE BATHROOM
(EXISTING)

DRAWN BY:	BN	SHEET NO.	1
CHECKED BY:	RR	OF	3
PROJ. MGR.:			
DATE:	MARCH 2021		
SCALE:	N.T.S.		
FILE NO.:			

NOTES FOR CONTRACTOR:

- 1. LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
- 2. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.



NOTE:
 ALL WALLS ARE 5 1/4 INCHES THICK
 WALL TILES 4'-3" HIGH ALONG SPECIFIED WALLS

**DEMO NOTES:
 ITEMS TO BE REMOVED**

- 1. COUNTER TOPS
- 2. SINKS
- 3. URINALS
- 4. TOILETS
- 5. DOORS
- 6. FLOOR TILES
- 7. WALL TILES
- 8. CARPET



**CITY HALL EMPLOYEE BATHROOM
 (DEMO)**

REVISIONS

NO.	BY	DATE	DESCRIPTION

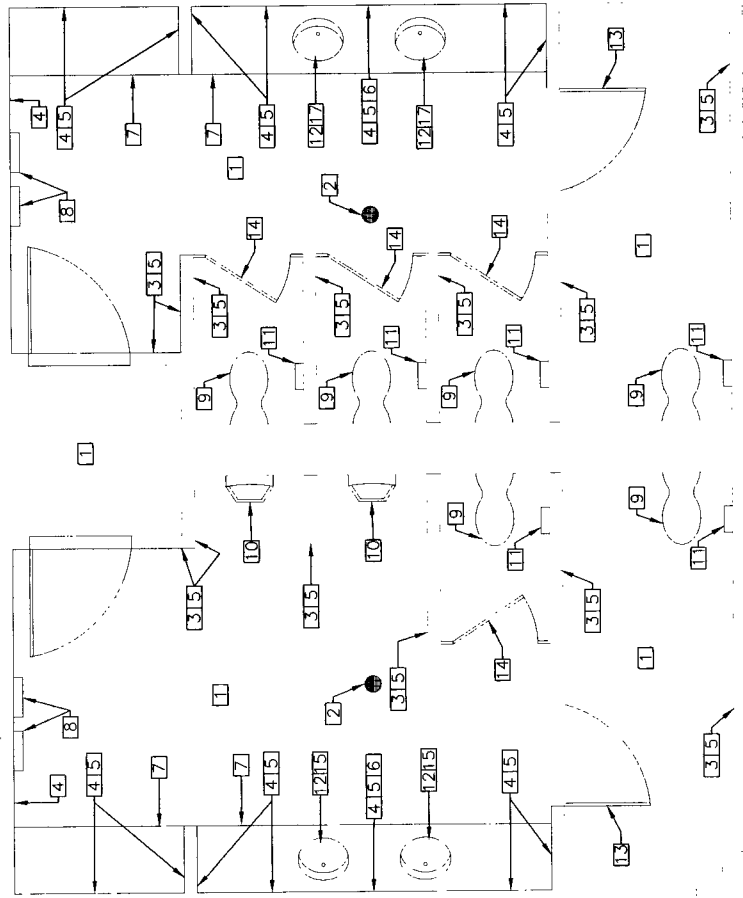
DEPARTMENT OF PUBLIC WORKS
 CITY OF LATHROP

DRAWN BY	BN	SHEET NO.
CHECKED BY	KR	
PROJ. MGR	MARCH 2021	2 OF 3
DATE	N.T.S.	
SCALE		
FILE NO		

NOTES FOR CONTRACTOR:

1. LOCATIONS AND DIMENSIONS ARE APPROXIMATE CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.
3. CONTRACTOR SHALL CONFIRM ALL SPECIFICATIONS AND PLACEMENT LOCATIONS WITH CITY CONSTRUCTION INSPECTOR.
4. FOR ALL WALLS, SEE SPECIFICATION NUMBERS 3 AND 5 ON SPECIFICATION SHEET.
5. FOR BACKSPALSH OF SINKS, SEE SPECIFICATION NUMBER 4 AND 5 ON SPECIFICATION SHEET.

REFER TO SPECIFICATION SHEET FOR CALL OUTS



**CITY HALL EMPLOYEE BATHROOM
(PROPOSED)**

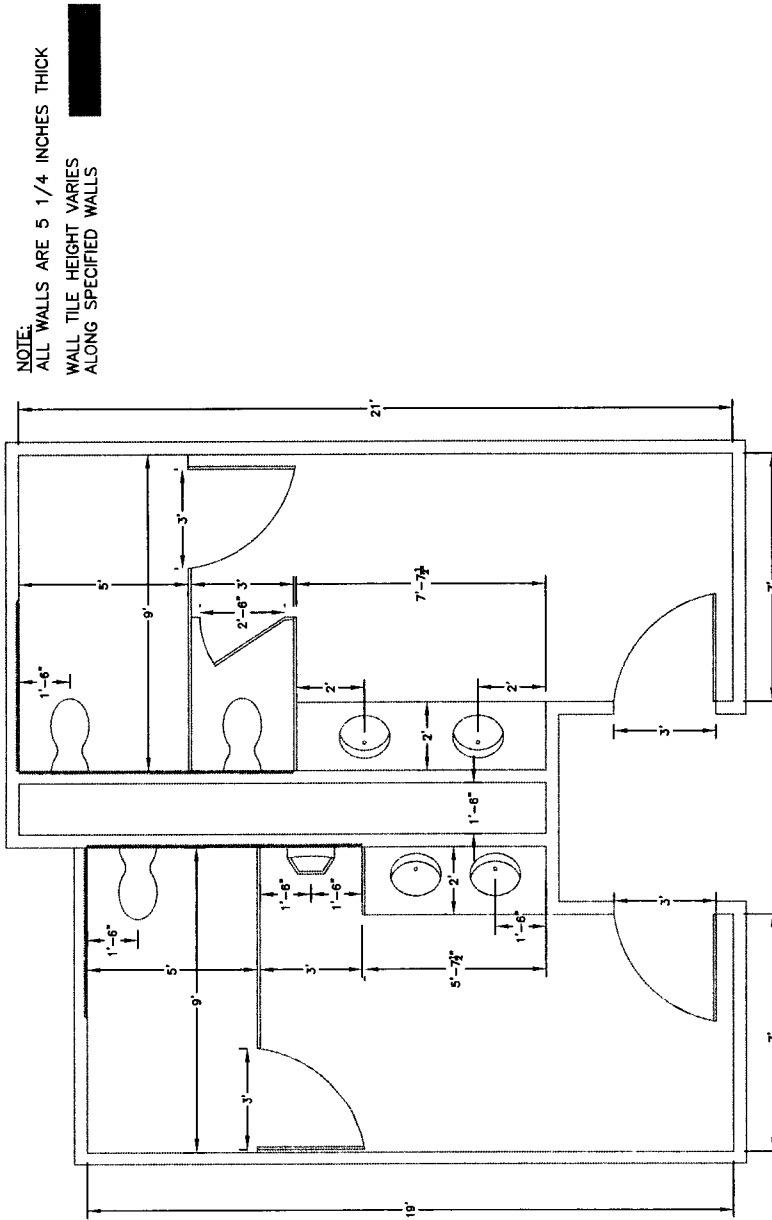
REVISIONS			
NO.	BY	DATE	DESCRIPTION

DEPARTMENT OF PUBLIC WORKS
CITY OF LATHROP

DRAWN BY: RN	SHEET NO. 3
CHECKED BY: KR	OF 3
PROJ. MGR:	
DATE: MARCH 2021	
SCALE: N T S	
FILE NO:	

NOTES FOR CONTRACTOR:

1. LOCATIONS AND DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.



NOTE:
 ALL WALLS ARE 5 1/4 INCHES THICK
 WALL TILE HEIGHT VARIES
 ALONG SPECIFIED WALLS



CITY HALL PUBLIC BATHROOM
 (EXISTING)

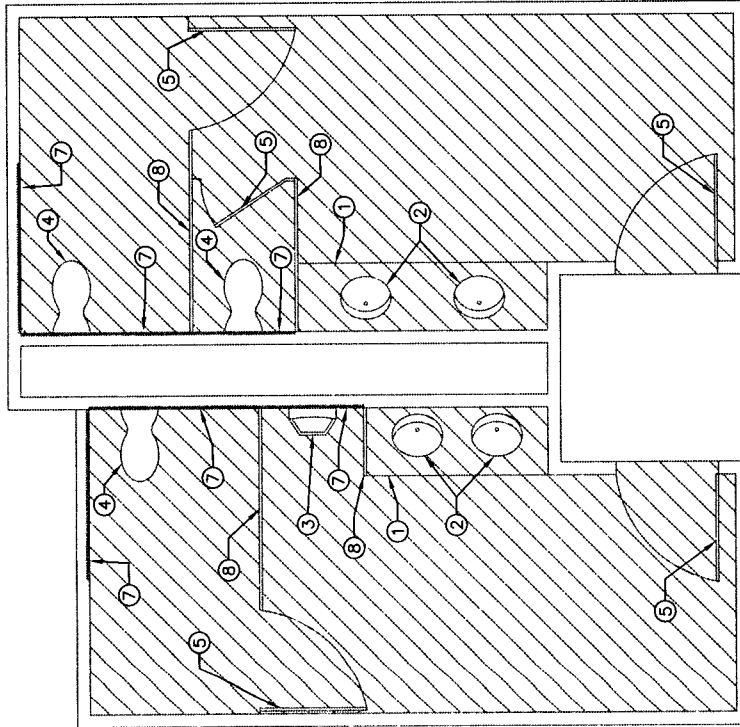
REVISIONS	
NO.	DESCRIPTION

DEPARTMENT OF PUBLIC WORKS
 CITY OF LATHROP

DRAWN BY: BN	SHEET NO. 1 OF 3
CHECKED BY: KR	
PROJ. MGR.: March 2021	
DATE: N T S	
SCALE: N T S	
FILE NO:	

NOTES FOR CONTRACTOR:

1. LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.



NOTE:
 ALL WALLS ARE 5 1/4 INCHES THICK
 WALL TILE HEIGHT VARIES ALONG
 SPECIFIED WALLS

- DEMO NOTES:**
 ITEMS TO BE REMOVED
1. COUNTER TOPS
 2. SINKS
 3. URINALS
 4. TOILETS
 5. FLOOR TILES
 6. DOORS
 7. WALL TILES
 8. PARTITIONS



**CITY HALL PUBLIC BATHROOM
 (DEMO)**

REVISIONS		DESCRIPTION
NO.	BY	DATE

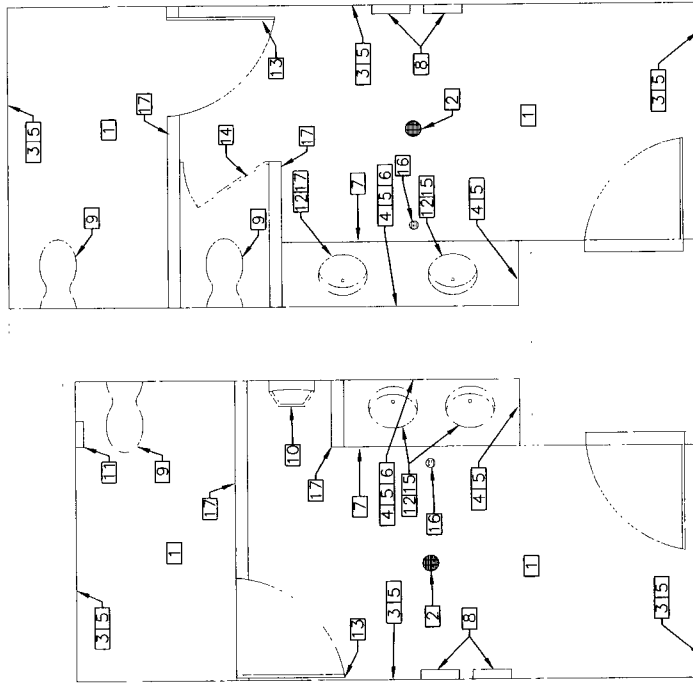
DEPARTMENT OF PUBLIC WORKS
 CITY OF LATHROP

DRAWN BY	BN	SHEET NO. 2 OF 3
CHECKED BY	KR	
PROJ. MGR.		
DATE	MARCH 2021	
SCALE	N.T.S.	
FILE NO.		

NOTES FOR CONTRACTOR:

1. LOCATIONS AND DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.
2. CONTRACTOR SHALL CONFIRM ALL SPECIFICATIONS AND PLACEMENT LOCATIONS WITH CITY CONSTRUCTION INSPECTOR
3. FOR ALL WALLS, SEE SPECIFICATION NUMBERS 3 AND 5 ON SPECIFICATION SHEET.
4. FOR BACKSPALSH OF SINKS, SEE SPECIFICATION NUMBER 4 AND 5 ON SPECIFICATION SHEET.

REFER TO PROJECT SPECIFICATIONS FOR CALLOUTS



PROJECT SPECIFICATIONS:

1. FLOOR TILE: CITY WILL PROVIDE 12 X 24 TILE. CONTRACTOR TO CONSTRUCT WITH 1/8 JOINTS. AND PROVIDE GROUT (HB FULLER TEC DESIGN FX: SABLE). SPACERS, MORTAR AND ALL ITEMS NECESSARY FOR PROPER TILE SETTING.
2. FLOOR DRAINS: REPLACE EXISTING COVERS ONLY. BRUSHED ZINC FINISH.
3. WALL TILE: LAVATORY SURROUND: SET TO 84 ABOVE FLOOR. CITY WILL PROVIDE 12 X 24 TILE. CONTRACTOR TO CONSTRUCT WITH 1/8 JOINTS, AND PROVIDE GROUT (HB FULLER TEC DESIGN FX: BRONZE). SPACERS, MORTAR AND ALL ITEMS NECESSARY FOR PROPER TILE SETTING.
4. WALL TILE, SINK SURROUND, BACKSPASH AND SOUTH WALLS. SET FROM COUNTER HEIGHT TO CEILING ON SINK WALLS. SET FROM FLOOR TO CEILING ON SOUTH WALLS. CITY WILL PROVIDE 12 X 24 TILE. CONTRACTOR TO CONSTRUCT WITH 1/8 JOINTS, AND PROVIDE GROUT (HB FULLER TEC DESIGN FX: BRONZE). SPACERS, MORTAR AND ALL ITEMS NECESSARY FOR PROPER TILE SETTING.
5. PAINT. (CEILING AND REMAINDER OF WALLS EXCEPT NORTH WALL, SINGLE COAT): 3 COLORS. SHERWIN WILLIAMS PROMAR 200 (FINAL SHEEN AND COLOR DETAILS TO BE PROVIDED BY CITY).
6. WALL MIRRORS TO BE PROVIDED BY CITY. CONTRACTOR TO PROVIDE ALL HARDWARE AND INSTALL COUNTERTOPS TO BE PROVIDED BY CITY. CONTRACTOR TO PROVIDE ALL HARDWARE, SUPPORT AND INSTALLATION.
7. PAPER TOWEL DISPENSERS: BOBRICK B-3942, TOUCHLESS, OR EQUAL.
8. TOILETS: SINGLE PIECE, WALL-PLUMBED, FLOOR SUPPORTED IF POSSIBLE. KOHLER KINGSTON K-84325, OR EQUAL.
9. URINALS: KOHLER K-4918-0, OR EQUAL.
10. TOILET PAPER DISPENSERS: DUAL ROLL, EASY CHANGE-OUT STYLE. BOBRICK B-699, OR EQUAL.
11. FAUCETS: SLOAN 3362130 OR EQUAL.
12. STALL DOORS: ADA (36 X 72), LOUVERED, COMMERCIAL- AND STAIN-GRADE WOOD; COLOR TO BE DETERMINED, (SEE IMAGE 1 ON FOLLOWING PAGE FOR EXAMPLE). CONTRACTOR TO ALSO FURNISH AND APPLY STAIN AND COMMERCIAL GRADE POLYURETHANE SATIN FINISH SEALANT. HINGES AND HARDWARE TO BE BRUSHED OR SATIN FINISH, NICKEL OR SILVER COLOR. TO COORDINATE WITH FAUCET FINISH.
13. STALL DOORS: (30 X 72), LOUVERED, COMMERCIAL- AND STAIN-GRADE WOOD; COLOR TO BE DETERMINED. (SEE IMAGE 1 ON FOLLOWING PAGE FOR EXAMPLE). CONTRACTOR TO ALSO FURNISH AND APPLY STAIN AND COMMERCIAL GRADE POLYURETHANE SATIN FINISH SEALANT. HINGES AND HARDWARE TO BE BRUSHED OR SATIN FINISH, NICKEL OR SILVER COLOR. TO COORDINATE WITH FAUCET FINISH.
14. SINKS: TO BE PROVIDED BY CITY. CONTRACTOR TO PROVIDE ALL HARDWARE AND INSTALL.
15. FLOOR DRAIN CLEANOUT COVERS: REPLACE EXISTING COVERS ONLY, BRUSHED ZINC FINISH.
16. CONSTRUCT TOILET STALL PARTITIONS WITH 2 X 4 D.F. FRAMING, DRYWALL, TAPE / SMOOTH FINISH.

CITY HALL PUBLIC BATHROOM
(PROPOSED)

NO.	BY	DATE	DESCRIPTION

DEPARTMENT OF PUBLIC WORKS
CITY OF LATHROP

DRAWN BY: BN	CHECKED BY: KR	PROJ. MGR:	DATE: MARCH 2021	SCALE: N.T.S.	FILE NO.:
SHEET NO. 3 OF 3					



Bill To
390 Towne Centre Dr
Lathrop, CA 95330

Purchase Order

No. 2021-00000416

Date 2/16/2021

Resolution

The parties to this agreement are:

Vendor No. 2400

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
DLD Design and Consulting
5443 Bridge Creek Ln
CARMICHAEL, CA 95608

Ship To
390 Towne Centre Dr
Lathrop, CA 95330

SHIP VIA
FREIGHT TERMS
PAGE 1 of 3
ORIGINATOR Yesenia Linnell

QUANTITY	UNIT	DESCRIPTION	BI COST	TOTAL COST
1.00	EACH	Vanity Oxide Argilla 11.5" x 23.25"	\$5,971.0000	\$5,971.00
1.00	EACH	Vanity Oxide Argilla Linear Mosaic 6' x 24"	\$993.0000	\$993.00
1.00	EACH	Lavatory Surround Plant Copper 12 x 24	\$6,985.0000	\$6,985.00
1.00	EACH	Floor Tile Uptown Hudson	\$3,114.0000	\$3,114.00
4.00	EACH	Slabs for Restroom Sinks	\$1,699.0000	\$6,796.00
1.00	EACH	Material Tax	\$2,087.6600	\$2,087.66
1.00	EACH	Design and Specifications (Material)	\$2,605.0000	\$2,605.00
4.00	EACH	Mirrors for Restroom Vanity	\$309.0000	\$1,236.00
2.00	EACH	Full Length Mirrors for Restroom	\$518.0000	\$1,036.00
4.00	EACH	Faucets for Restroom Vanity	\$277.0000	\$1,108.00
4.00	EACH	Lights for Restroom Vanity	\$291.0000	\$1,164.00
1.00	EACH	Sales Tax (Fixtures)	\$397.6000	\$397.60
1.00	EACH	Freight (Fixtures)	\$168.0000	\$168.00

\$33,661.26

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

CITY OF LATHROP
RECOMMENDED FOR APPROVAL DATE 2-23-21

VENDOR APPROVED BY DATE 2/17/21

CITY OF LATHROP
APPROVED BY DATE 3-2-2021

Special Instructions
City Hall Restroom Remodel Material and Fixtures

Page 2 of 3
STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline got items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocated production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller Warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.

DLD Design & Consulting
 6443 Bridge Creek Lane
 Carmichael, Ca 95608
 Phone: (916) 488-6201
 Fax: (916) 488-2636

INVOICE 707188 (Restrooms Materials)

Name: City Of Lathrop
 Address: 390 Towne Centre Drive
 City: Lathrop State: OR Zip: 97330
 Phone: 209-841-7230 Fax: 209-712-3126
 Contact: Mr. Ken Reed

Date: February 12, 2021
 Prepared By: Christopher Le Dine
 Order Code: 916-834-1128
PAID AFTER MEETING

Qty	Lathrop City Hall Restroom Materials	City Price Ea	Extended
	Direct Ship to Lathrop City Hall (Care of DLD Design & Consulting) 390 Towne Centre Drive Lathrop, Ca 95330 Site Contact: Mr. Ken Reed 209-712-3136 Administrative Contact: Dominique 916-488-6201		
1	Wall Location: Vanity Color: Oxide Argilla Size: 11.5" x 23.25" 1086 (Full Box Amount)	5,971.00	5,971.00
1	Wall Location: Vanity Color: Oxide Argilla Linear Mosaic Size 6' x 24" Full Box Amount	993.00	993.00
1	Wall Location: Lavatory Surround Color: Plant Copper Size 12 x 24 Full Box Amount	6,985.00	6,985.00
1	Floor Tile Uptown Hudson Full Box Amount	3,114.00	3,114.00
4	Slabs for Restroom Sinks (Fabrication Cost to Follow)	1,699.00	6,796.00
	<i>Direct Ship to City of Lathrop. City Team to Offload & Store if Needed</i>		
	<u>Thank you Very Much!</u>		

Terms: 50% Deposit; Balance Due when Product Has Shipped

Thank You!

Sub-Total	\$23,859.00
Sales Tax	\$2,087.66
Design & Specifications	\$2,605.00
TOTAL	\$28,551.66

DLD Design & Consulting
 643 Bridge Creek Lane
 Carmichael, Ca 95608
 Phone: (916) 498-8201
 Fax: (916) 492-3548

INVOICE 707188-A (Restroom Fixtures)

Client: City Of Lathrop
 Address: 300 Towere Centre Drive
 City: Lathrop State: Ca Zip: 96320
 Phone: 209-641-7230 Cell: 209-712-3126
 Contact: Mr. Ken Reed

Date: February 12, 2021
 Prepared By: Commercial Est Dept
 Order No: 707188-1128
REVISIO
AFTER MEETING

Qty	Lathrop City Hall Restroom Materials	City Price Ea	Extended
	Additional Items For Restroom Remodel (Supplied By DLD)		
4	Mirrors for Restroom Vanity (4) Total ***Prices are an Allowance Pending Final Selections	309.00	1,236.00
2	Full Lenth Mirrors for Restrooms (2) Total ***Prices are an Allowance Pending Final Selections	518.00	1,036.00
4	Faucets for Restroom Vanity (4) Total ***Prices are an Allowance Pending Final Selections	277.00	1,108.00
4	Lights for Restroom Vanity (4) Total	291.00	1,164.00
	<i>Delivery Only of Items Listed Above Installation Done by Others</i>		
	<u>Thank you Very Much!</u>		

Terms: 50% Deposit; Balance Due When Fabrication is Complete.

Thank You!

Sub-Total	\$4,544.00
Sales Tax	\$397.60
Freight	\$168.00
TOTAL	\$5,109.60



Bill To
 390 Towne Centre Dr
 Lathrop, CA 95330

Purchase Order

No. 2021-00000596

Date 6/2/2021

Resolution

The parties to this agreement are:

Vendor No. 2400

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
 DLD Design and Consulting
 5443 Bridge Creek Ln
 CARMICHAEL, CA 95608

Ship To
 390 Towne Centre Dr
 Lathrop, CA 95330

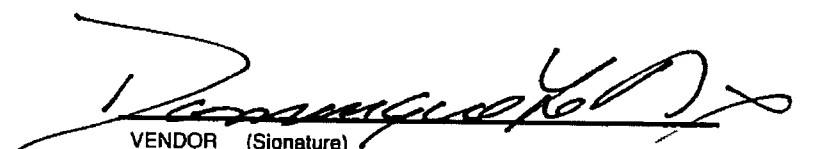
SHIP VIA
FREIGHT TERMS
PAGE 1 of 3
ORIGINATOR Grace Manganaan


QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	EACH	Main Restroom Installation (4) Total •	\$1,995.0000	\$1,995.00
1.00	EACH	Hardware & Materials to Install 4 Main Restrooms Vanities	\$504.0000	\$504.00
1.00	EACH	Restroom Vanity Fabrication & Delivery of 4 Total	\$6,725.0000	\$6,725.00
1.00	EACH	Council Chamber Restroom Wall Location Vanity	\$1,130.0000	\$1,130.00
1.00	EACH	Council Chamber Restroom Lavatory Surround	\$2,904.0000	\$2,904.00
1.00	EACH	Council Chamber Restroom Floor Tile Uptown Hudson, 12x24	\$2,563.0000	\$2,563.00
2.00	EACH	Council Chamber Slabs for Restroom Sinks	\$1,699.0000	\$3,398.00
1.00	EACH	Design & Build Counters for Council Chamber	\$4,994.0000	\$4,994.00
2.00	EACH	Council Chamber Delivery of Counters to Jobsite	\$195.0000	\$390.00
2.00	EACH	Install 2 Counters for Council Chamber •	\$600.0000	\$1,200.00
1.00	EACH	Council Chamber Hardware & Materials for Counters Installation	\$381.0000	\$381.00
1.00	EACH	Sales Tax	\$1,977.4100	\$1,977.41
1.00	EACH	Freight & Fees	\$975.0000	\$975.00
1.00	EACH	Design Fees	\$295.0000	\$295.00


\$29,431.41

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)


 CITY OF LATHROP
 RECOMMENDED FOR APPROVAL DATE 7.14.21


 VENDOR (Signature)
 APPROVED BY DATE 7/14/21


 VENDOR (Print Name)
 APPROVED BY DATE


 CITY OF LATHROP
 APPROVED BY DATE 7.25.21

Special Instructions

City Hall restrooms materials and installation. Materials and installation for Council Chamber restrooms and main employee restrooms.

Page 2 of 3
STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

- 1 ACCEPTANCE. Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller
- 2 INVOICES. Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
- 3 PAYMENT TERMS. Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
- 4 ORDER CHANGES. The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
- 5 SHIPPING. Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to be carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
- 6 DELIVERY. Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
- 7 TERMINATION. Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
- 8 DECLINE IN PRICES. Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
- 9 FORCE MAJEURE. Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
- 10 WARRANTY. Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
- 11 ASSIGNMENT. Neither party shall assign or transfer this Purchase Order without the written consent of the other.
- 12 INDEMNITY. SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS** By acceptance hereof, Seller Warrants
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo et seq) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE** This Purchase Order shall be governed by the law of the State of California
20. **BRANDING** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, not an article which may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.

Still need Deposit
PLEASE: \$ 3686.72

DLD Design & Consulting
5443 Bridge Creek Lane
Carmichael, Ca 95608
Phone: (916) 488-6201
Fax: (916) 482-3546

INVOICE 707188-F (Vanity Fabrication)

Name: City Of Lathrop
Address: 390 Towne Centre Drive
City: Lathrop State Ca Zip: 95330
Phone: 209-941-7230 Cell: 209-712-3136
Contact: Mr. Ken Reed

Date: February 24, 2021
Prepared By: Dominique Le Douar
Domi Cell: 916.334.1128
REVISED
AFTER MEETING

Invoice 707188-F

Qty	Lathrop City Hall Custom Vanity Fabrication	City Price Ea	Extended
	Direct Ship to Lathrop City Hall (Care of DLD Design & Consulting) 390 Towne Centre Drive Lathrop, Ca 95330 Site Contact: Mr. Ken Reed 209-712-3136 Administrative Contact: Dominique 916-488-6201		
1	Restroom Vanity Fabrication & Delivery of (4) Total	6,725.00	6,725.00
	***Delivery Includes (4) Restroom Vanities Installation & All Support Structures & Hardware Supplied by Others		
	Direct Ship to City of Lathrop. City Team to Offload & Store if Needed		
	<u>Thank you Very Much!</u>		

Terms: 50% Deposit: Balance Due When Fabrication Is Complete.

Thank You!

Sub-Total	\$6,725.00
Sales Tax	\$588.44
TOTAL	\$7,313.44

50% Deposit

DLD Design & Consulting
 5443 Bridge Creek Lane
 Carmichael, Ca 95608
 Phone: (916) 488-6201
 Fax: (916) 482-3546

INVOICE 707188-I (Installation Main Restroom Counters)

Name: City Of Lathrop
 Address: 390 Towne Centre Drive
 City: Lathrop State Ca Zip: 95330
 Phone: 209-941-7230 Cell: 209-712-3136
 Contact: Mr. Ken Reed

Date: May 1, 2021
 Prepared By: Dominique Le Doux
 Draw Cell: 916.834.1108

Invoice 707188-I

Qty	Main Restrooms: Counter Install Counters	City Price Ea	Extended
	Ship to Lathrop City Hall (Care of DLD Design & Consulting) 390 Towne Centre Drive Lathrop, Ca 95330 Contact: Site Mr. Ken Reed 209-712-3136 Administrative Contact: Dominique 916-488-6201		
1	Main Restroom Vanity Installation (4) Total	1,995.00	1,995.00
1	Hardware & Material Required to Install (4) Main Restroom Vanities	504.00	504.00
	<u>Thank you Very Much!</u>		

Terms: 50% Deposit: Balance Due When Product Ships.

Thank You!

Sub-Total	\$2,499.00
Sales Tax	\$44.10
Additional Fees	WAIVED
TOTAL	<u>\$2,543.10</u>

DLD Design & Consulting
 5443 Bridge Creek Lane
 Carmichael, Ca 95608
 Phone: (916) 488-8201
 Fax: (916) 482-3548

INVOICE 707198 (Chamber Restroom Materials)

Name: **City Of Lathrop**
 Address: **390 Towne Centre Drive**
 City: **Lathrop** State: **Ca** Zip: **95330**
 Phone: **209-941-7230** Cell: **209-712-3136**
 Contact: **Mr. Ken Reed**

Date: **May 1, 2021**
 Prepared By: **Dominique La Doux**
 Doml Cell: **916-634-1120**

Invoice 707198

Qty	Materials for Council Chamber Restrooms	City Price Ea	Extended
	Ship to Lathrop City Hall (Care of DLD Design & Consulting) 390 Towne Centre Drive Lathrop, Ca 95330 Site Contact: Mr. Ken Reed 209-712-3136		
1	Wall Location: Vanity Color: Oxide Argilla Size: 6" X 6" (Full Box Amount)	1,130.00	1,130.00
1	Wall Location: Lavatory Surround Color: Plant Copper Size 12 x 24 Full Box Amount	2,904.00	2,904.00
1	Floor Tile Uptown Hudson 12 X 24 Full Box Amount	2,563.00	2,563.00
2	Slabs for Restroom Sinks (Invoice 707199 Fabrication Cost to Follow)	1,699.00	3,398.00
	California Reclamation Fee Included on NON Taxable line Below	351.61	
	Ship to City of Lathrop. City Team to Offload		
	<u>Thank you Very Much!</u>		

Terms: 50% Deposit: Balance Due when Product Has Shipped

Thank You!

Sub-Total	\$9,995.00
Sales Tax	\$874.56
Freight & Fees	\$975.00
TOTAL	\$11,844.56

50% Deposit

DLD Design & Consulting
 5443 Bridge Creek Lane
 Carmichael, Ca 95608
 Phone: (916) 488-6201
 Fax: (916) 482-3546

INVOICE 707198-FD (Chamber Restroom Counters)

Name: City Of Lathrop
 Address: 390 Towne Centre Drive
 City: Lathrop State: Ca Zip: 95330
 Phone: 209-941-7230 Cell: 209-712-3136
 Contact: Mr. Ken Reed

Date: May 1, 2021
 Prepared By: Dominique Le Douar
 Dmi Cell: 916-494-1120

Invoice 707198-FD

Qty	Design, Build, Delivery & Install Council Chamber Restroom Counters	City Price Ea	Extended
	Ship to Lathrop City Hall (Care of DLD Design & Consulting) 390 Towne Centre Drive Lathrop, Ca 95330 Site Contact: Mr. Ken Reed 209-712-3136		
1	Design & Build Counters for Council Chamber Restrooms: Counters are a One Piece Design with Integrated Sinks & Infinity Drains (Per approved Drawings & Pictures)	4,994.00	4,994.00
2	Delivery of Counters to Jobsite	195.00	390.00
2	*** Option to Install 2 Counters	600.00	1,200.00
1	Hardware & Materials required for Installation	381.00	381.00
<u>Thank you Very Much!</u>			

Terms: 50% Deposit: Balance Due when Product Has Shipped

Thank You!

Sub-Total	\$6,965.00
Sales Tax	\$470.31
Design Fees	\$295.00
TOTAL	\$7,730.31



Bill To 390 Towne Centre Dr
Lathrop, CA 95330

Purchase Order

No. 2021-00000729

Date 7/14/2021

Resolution

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

SHIP VIA
FREIGHT TERMS
PAGE
ORIGINATOR

1 of 3
Grace Manganaan

The parties to this agreement are:

Vendor No. 2400

Vendor DLD Design and Consulting
5443 Bridge Creek Ln
CARMICHAEL, CA 95608

Ship To 390 Towne Centre Dr
Lathrop, CA 95330

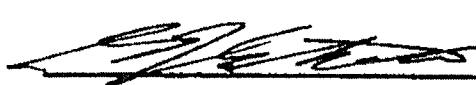
QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2.00	EACH	Mirrors for Women's Restroom (Council Chambers)	\$313.0000	\$626.00
2.00	EACH	Mirrors for Men's Restroom Vanity (Council Chambers)	\$309.0000	\$618.00
4.00	EACH	Faucets for Both Restrooms Vanity (Council Chambers)	\$403.0000	\$1,612.00
2.00	EACH	Lights for Women's Restroom (Council Chambers)	\$291.0000	\$582.00
2.00	EACH	Lights for Men's Restroom (Council Chambers)	\$266.0000	\$532.00
4.00	EACH	Under Counter Trash Containers for Women's Restrooms	\$149.0000	\$596.00
4.00	EACH	Counter Top Paper Towel Holders for Women's Restrooms Only	\$81.0000	\$324.00
1.00	EACH	Sales Tax	\$427.8800	\$427.88
1.00	EACH	Freight	\$294.0000	\$294.00


The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

\$5,611.88


CITY OF LATHROP RECOMMENDED FOR APPROVAL
DATE 7-14-21


VENDOR (Signature) APPROVED BY
DATE 7/14/21


CITY OF LATHROP APPROVED BY
DATE 7-24-21


VENDOR (Print Name) APPROVED BY
DATE

Special Instructions

Lathrop City Hall Chamber Restroom Fixtures

Page 2 of 3
STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller
2. **INVOICES** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly **ITEMIZED INVOICE**. All payments are in arrears.
4. **ORDER CHANGES** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to be carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER. ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

- 13 **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
- 14 **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS** By acceptance hereof, Seller Warrants
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo et seq) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
- 15 **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Cultures' Risk Management upon request of Buyer
- 16 **INSOLVENCY** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
- 17 **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
- 18 **FOREIGN SHIPMENTS** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
- 19 **VENUE** This Purchase Order shall be governed by the law of the State of California.
- 20 **BRANDING** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does not guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
- 21 **CONFLICTING TERMS** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
- 22 **REVIEW OF RECORDS.** During the term of the purchase order agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order agreement for at least three years after final payment.
- 23 **OFFSETTING BILLS** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
- 24 **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and or services from other sources as City deems necessary and appropriate.

DLD Design & Consulting
 6443 Bridge Creek Lane
 Carmichael, Ca 95608
 Phone: (916) 488-8201
 Fax: (916) 487-3648

INVOICE 707198-A (Chamber Restroom Fixtures)

Client: City Of Lathrop
 Address: 385 Towne Centre Drive
 City: Lathrop, Ca. Zip: 95138
 Phone: 206-901-7236 Cell: 206-717-3136
 Contact: Mr. Ken Reed

Date: May 1, 2001
 Prepared By: Christopher J. Reed
 Drawn: CJD

\$2,805.94 Deposit Due Upon Receipt

Qty	Lathrop City Hall Chamber Restroom Fixtures	City Price Ea	Extended
2	Mirrors for Women's Restroom (Council Chambers)	313.00	626.00
2	Mirrors for Men's Restroom Vanity (Council Chambers)	309.00	618.00
4	Faucets for Both Restrooms Vanity (4) Total (Council Chambers)	403.00	1,612.00
2	Lights for Women's Restroom (Council Chambers)	291.00	582.00
2	Lights for Men's Restroom (Council Chambers)	266.00	532.00
4	Under Counter Trash Containers (For Women's Restrooms Only) Includes (2) For Main Women's Restrooms	149.00	596.00
4	Counter top Paper Towel holders (For Women's Restrooms Only) Includes (2) For Main Women's Restrooms	81.00	324.00
Delivery Only of Items Listed Above Installation Done by Others			

Thank You Very Much!

TERMS: 50% Deposit Balance Due When shipped.

Thank You!

Sub-Total	\$4,890.00
Sales Tax	\$427.88
Freight	\$294.00
TOTAL	\$5,611.88

**CITY MANAGER'S REPORT
AUGUST 2, 2021 CITY COUNCIL SPECIAL MEETING**

**ITEM: CITY COUNCIL DISCUSSION REGARDING
REGULATION AND PERMIT OPTIONS FOR CANNABIS
ACTIVITIES IN THE CITY OF LATHROP**

**RECOMMENDATION: City Council to Discuss and Provide Staff Direction as
to Whether to Prepare an Ordinance for Review by
the Planning Commission and Subsequent
Consideration of the City Council, for Regulation and
Permit Options for Cannabis Activities.**

BACKGROUND:

Currently, Lathrop Municipal Code (LMC) Chapters 5.26 and 17.18 prohibits all commercial cannabis-related activity within the City limits. Furthermore, Section 8.44.050 prohibits all outdoor cultivation of cannabis, regardless of intended use (personal recreational or personal medicinal). City Council has expressed interest in allowing commercial cannabis businesses and Staff has provided information and background at two (2) previous meetings.

Specifically, Staff presented an initial Regional Cannabis Update to City Council at the regularly scheduled City Council meeting of February 8, 2021. Staff then presented additional information at the regularly scheduled City Council meeting of July 12, 2021.

The purpose of this update and study session is to obtain input and direction from City Council related to the potential options for the regulation of commercial cannabis activity within the City.

SUMMARY:

Commercial Cannabis activity is defined as "including, but not limited to, dispensaries, collectives, cooperatives, transportation, distribution, manufacturing, delivery, storing, testing, sale, processing and cultivation". The following local jurisdictions allow the cultivation, manufacturing and distribution of commercial recreational and medicinal cannabis:

- | | |
|---------------------|----------------------|
| - City of Ceres | - City of Modesto |
| - City of Riverbank | - San Joaquin County |
| - City of Stockton | - City of Patterson |
| - City of Tracy | - City of Oakdale |

Staff has prepared a PowerPoint Presentation to guide discussion of possible approaches to the regulation of commercial cannabis in the City. The discussion includes the following topics:

- Application Process
- Development Regulations for Commercial Cannabis Use
- Selection Process
- Application Requirement and Fees
- Next Steps and Implementation Actions

RECOMMENDATION:

Staff recommends that the City Council discuss the information contained in the presentation and provide direction.

FISCAL IMPACT:

There is no fiscal impact to the City of Lathrop, only staff time to prepare this report.

ATTACHMENT:

No attachments.

**CITY MANAGERS REPORT
AUGUST 2, 2021 CITY COUNCIL SPECIAL MEETING**

PAGE 3

APPROVALS:



Salvador Navarrete
City Attorney

7-29-2021

Date



Stephen J. Salvatore
City Manager

7.29.21

Date

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