

CITY MANAGER’S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND APPROVE BUDGET AMENDMENT

The following City facilities have a corresponding number of automated sliding vehicle gates:

- Lathrop Police Station (4)
- Corporation Yard (2)
- City Hall (2)
- Consolidated Treatment Facility (CTF) (1)

The following services are necessary to ensure the uninterrupted operation and security of all City-owned gates and fencing:

1. biannual routine maintenance for the automated sliding vehicle gates at the mentioned secured facilities; and
2. Emergency on-call services to promptly repair inoperable or damaged gates or fences as soon as possible.

Staff prepared technical specifications for this service contract and solicited them for bid on June 21, 2023 in accordance with CA PCC 22034 and LMC 3.30. The contract includes an option for the City and Contractor to execute up to three (3) additional consecutive one-year contract terms upon mutual agreement. The contract also includes a provision for an annual contract price adjustment of up to 5% due to inflation, subject to the Contractor’s request and City concurrence.

One (1) bid determined to be responsive and from a responsible bidder was received and opened by Public Works on June 18, 2023. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results
FY 2023-24 Fence and Gate Repair & Maintenance Services

Contractor	Total Base Bid
All Steel Fence, Inc.	\$54,000

Staff reviewed and evaluated the bid, and determined that All Steel is a responsible bidder and their bid is responsive. Staff requests City Council award a service contract to All Steel for biannual automated sliding vehicle gate maintenance, totaling \$54,000 and an amount not to exceed \$50,000 for emergency on-call repairs.

Staff also requests that City Council authorize the City Manager to approve up to three (3) additional consecutive one-year contract terms with All Steel at a total estimated value of \$344,153, including a contingent budget of \$50,000 per contract term for gate and fence repairs and a maximum 5% annual inflation adjustment.

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REASON FOR RECOMMENDATION:

The recommended contracts will provide the City routine maintenance services for automated vehicle gates and repairs to damaged or inoperable fencing and gates. These services will effectively decrease the frequency and duration of malfunctions, thereby reducing the City's operational expenses for these facilities.

FISCAL IMPACT:

The proposed service contract with All Steel is for \$54,000, and the requested \$50,000 emergency on-call repair contingency brings the estimated initial contract term total to \$104,000. The estimated contract cost budget is summarized in Table 2 below:

Table 2: Estimated Contract Cost Budget Summary

Annual Maint. \$ Needs	Est. Emergency On-Call \$ Needs	Total Year 1 FY 2023-24	Total Year 2 FY 2024-25 (Opt)	Total Year 3 FY 2025-26 (Opt)	Total Year 4 FY 2026-27 (Opt)
\$54,000	\$50,000	\$104,000	\$109,200	\$114,660	\$120,393

Staff requests that City Council authorize the City Manager to approve up to three (3) additional consecutive one-year contract terms with All Steel at a total estimated value of \$344,153, including a budget of \$50,000 per contract term for gate and fence repairs and a maximum 5% annual inflation adjustment to routine maintenance service prices and emergency on-call repair prices, based on the State of California Department of General Services Construction Cost Index.

Sufficient funds were not allocated in the approved FY 2023-24 and FY 2024-25 budgets. Staff requests City Council approve the budget amendments as detailed below to fund the routine maintenance and the emergency on-call repair of fences and gates securing important City facilities.

Fund	Increase Appropriation	FY 2023-24	FY 2024-25
General Fund	1010-40-50-420-25-00	\$35,000	\$40,250
General Fund	1010-30-10-420-16-00	\$8,500	\$9,775
General Fund	1010-30-05-420-25-00	\$17,000	\$19,550
Water Fund	5620-50-50-420-25-00	\$8,500	\$9,775
CTF-MBR Sewer Fund	6080-50-34-420-25-00	\$11,000	\$12,650
General Fund	1010-30-20-420-25-00	\$12,000	\$12,000
Streets Fund	2080-50-10-420-25-00	\$12,000	\$12,000

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AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND APPROVE BUDGET AMENDMENT

Future budget approvals would be required prior to FY 2025-26 & FY 2026-27 for any term extensions.

ATTACHMENTS:

- A. Resolution Awarding a Service Contract to All Steel Fence, Inc. for Gate Preventative Maintenance & Emergency On-Call Repairs and Approving Budget Amendment
- B. Service Contract with All Steel Fence, Inc. for the Preventative Gate Maintenance and Emergency On-Call Repairs

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AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE
PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND
APPROVE BUDGET AMENDMENT

APPROVALS:



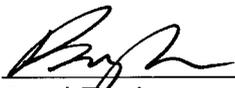
Steven Hollenbeak
Assistant Engineer

7.27.23
Date



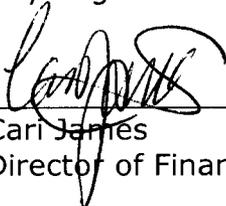
Ken Reed
Senior Construction Manager

8-1-23
Date



Brad Taylor
City Engineer

8/1/2023
Date



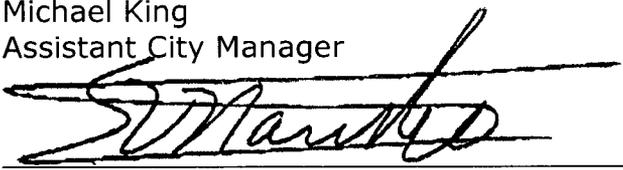
Cari James
Director of Finance

8/1/2023
Date



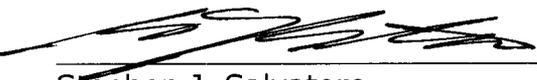
Michael King
Assistant City Manager

7.27.2023
Date



Salvador Navarrete
City Attorney

7/31/2023
Date



Stephen J. Salvatore
City Manager

8.3.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND APPROVING BUDGET AMENDMENT

WHEREAS, automated vehicle gates at various City facilities are in need of routine maintenance services to support their continuous operation; and

WHEREAS, the City also desires to procure emergency on-call services to rebuild damaged or inoperable fencing and gates securing important City facilities; and

WHEREAS, the City does not have the resources to perform these services (Project); and

WHEREAS, City staff prepared and solicited for bid a contract for the maintenance services and rates for emergency on-call fence and gate repair on June 19, 2023 in accordance with California Public Contract Code 22034 and Lathrop Municipal Code 3.30; and

WHEREAS, the initial one-year term of the contract will expire on June 30, 2024 and contains options for renewal for an additional three (3) one-year terms; and

WHEREAS, a total of one (1) bid was received from All Steel Fence, Inc. (All Steel) and opened by Public Works on July 18, 2023; and

WHEREAS, upon review and evaluation, All Steel's bid of \$54,000 for annual gate maintenance services was determined to be responsive and from a responsible bidder; and

WHEREAS, staff requests that City Council award a service contract to All Steel in the amount of \$54,000 for the subject maintenance services; and

WHEREAS, staff also requests that City Council approve a \$50,000 annual budget for FY 2023-24 and for FY 2024-25 for the emergency on-call repair of any City-owned gate or fence; and

WHEREAS, sufficient funds were not included in the adopted FY 2023-24 and FY 2024-25 budgets to fund the routine maintenance and emergency on-call work; and

WHEREAS, therefore, staff also requests City Council approve the following budget amendment, as detailed below;

Increase Appropriations	FY 2023-24	FY 2024-25
1010-40-50-420-25-00	\$35,000	\$40,250
1010-30-10-420-16-00	\$8,500	\$9,775
1010-30-05-420-25-00	\$17,000	\$19,550
5620-50-50-420-25-00	\$8,500	\$9,775
6080-50-34-420-25-00	\$11,000	\$12,650
1010-30-20-420-25-00	\$12,000	\$12,000
2080-50-10-420-25-00	\$12,000	\$12,000

WHEREAS, staff requests that City Council authorize the City Manager to approve up to three (3) additional consecutive one-year contract extensions with All Steel at a total estimated value of \$344,153, including a contingent budget of \$50,000 per fiscal year for the emergency on-call gate and fence repairs and a maximum 5% annual inflation adjustment to routine maintenance service prices and on-call repair prices; and

WHEREAS, future budget approvals would be required prior to FY 2025-26 and FY 2026-27 contract term extensions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby award a service contract to All Steel Fence, Inc. for Gate Preventative Maintenance Services in the amount of \$54,000; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a \$50,000 not-to-exceed budget for FY 2023-24 for the Emergency On-Call Repairs; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the budget amendment as detailed above; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the City Manager to approve up to three (3) additional consecutive one-year contract extensions with All Steel at a total estimated value of \$344,153, including a contingent budget of \$50,000 and a maximum 5% annual inflation adjustment.

The foregoing resolution was passed and adopted this 14th day of August, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

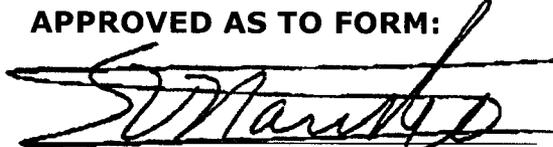
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**FY 2023-2024 GATE MAINTENANCE AND GATE AND FENCE REPAIR SERVICES
CONTRACT**

This Contract, dated August 14, 2023, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and **All Steel Fence, Inc.**, (Contractor), whose Taxpayer Identification Number is _____.

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

1. Term. This Agreement shall commence on, and be binding on the parties on, the date of execution of this Agreement, and shall expire on June 30, 2024, subject to the earlier termination of this Agreement. This contract may be extended by the City Manager at his sole discretion for up to three (3) additional one-year terms as follows:

- Optional Term 1: July 1, 2024 – June 30, 2025
- Optional Term 2: July 1, 2025 – June 30, 2026
- Optional Term 3: July 1, 2026 – June 30, 2027

The City shall notify the Contractor in writing of its intent to extend the contract by June 1 of the current contract term.

2. General Scope of Project and Work. Contractor shall furnish labor, services, materials and equipment in connection with the FY 2023/2024 Fence and Gate Repair & Maintenance Services Contract and complete the Work in accordance with the covenants, terms and conditions of this Agreement to the satisfaction of City. The FY 2023/2024 Fence and Gate Repair & Maintenance Services and Work are specifically detailed in the Agreement Documents referenced in paragraph 3 below:

For: FY 2023/2024 GATE MAINTENANCE AND GATE AND FENCE REPAIR SERVICES

Routine Maintenance: Fifty Four Thousand Dollars (\$54,000.00)

On-Call Services: Not-to-Exceed Fifty Thousand Dollars (NTE \$50,000.00)

3. Agreement Documents. This Agreement shall include the following documents: “FY 2023/2024 Gate Maintenance and Gate and Fence Repair Services Contract Specifications,” and the Bid Documents Submitted by All Steel Fence, Inc. on July 18, 2023, which are on file with the Public Works Department and are hereby incorporated by reference. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Agreement, these documents and the provisions thereof are set forth in the following order of precedence described in Article 3 of the General Conditions.
4. Compensation. In consideration of Contractor’s performance of its obligations hereunder, City shall pay to Contractor a sum not to exceed the amount set forth in Contractor’s Bid

Agreement Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in the Instruction to Bidders on terms and conditions and in amounts as may be required by the Risk Manager. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Agreement on or before the Date of Execution.

The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Agreement.

6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Agreement or for doing anything which Contractor is required not to do under this Agreement, 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 Agreement, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Agreement at any time during the term of this Agreement, or arising thereafter.

7. Assumption of Risk. Contractor hereby expressly and voluntarily assumes any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about Municipal Facilities at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Agreement. A waiver by City of any breach of any part or provision of this Agreement by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration

of any part or provision of this Agreement be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Agreement.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Agreement, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting Municipal Facilities, insofar as any are required by reason of the use or occupancy of Municipal Facilities, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.
10. Bonds. NOT USED.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the FY 2023-2024 Fence and Gate Repair & Maintenance, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the FY 2023-2024 Fence and Gate Repair & Maintenance shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the FY 2023-2024 Fence and Gate Repair & Maintenance shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) This item not used;
 - (4) This item not used;
 - (5) Any information submitted by Contractor prior to the award of Agreement, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Agreement to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Instructions to Bidders;
 - (7) Contractor has the power and the authority to enter into this Agreement with City, that the individual executing this Agreement is duly authorized to do so by appropriate resolution, and that this Agreement shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Agreement to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Agreement;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Agreement;
 - (11) Contractor and any person performing labor and services under FY 2023-2024 Fence and Gate Repair & Maintenance is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Municipal Facilities and has full knowledge of the physical conditions of the Municipal Facilities.
12. Assignment. This Agreement and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or other disputes arising out of the Agreement shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Agreement and for a period of not less than three (3) years after the expiration or earlier termination of this Agreement, City shall have the right to audit Contractor's FY 2023-2024 Fence and Gate Repair & Maintenance Services-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7454
FAX: (209) 941-7449

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the fence and gate maintenance services or interpretation of any part of this Agreement.
- (7) Incorporation of Documents. All documents constituting the Agreement Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and shall be deemed to be part of this Agreement.

- (8) Integration. This Agreement and any amendments hereto between the parties constitute the entire agreement between the parties concerning the Fence and Gate Services and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (9) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Agreement.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Agreement, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) This item not used.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)),

Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

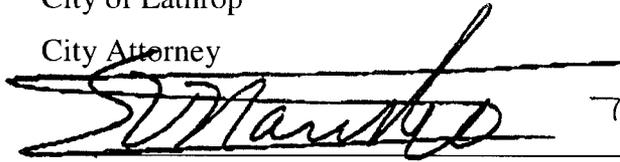
Certification of insurance and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval.

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

Approved as to Form:

City of Lathrop

City Attorney



Salvador Navarrete

7/31/2023

Date

Recommended for Approval:

City of Lathrop

Assistant City Manager

Michael King

Date

Approved By:

City of Lathrop

390 Towne Centre Drive

Lathrop, CA 95330

Stephen J. Salvatore

City Manager

Date

Contractor:

ALL STEEL FENCE, INC.

146 KLO ROAD #9733

LATHROP, CA 95330

(209) 983-8409

Fed ID # _____

Lathrop Business License # _____

Signature

Date

Print Name and Title

SECTION 00300

**FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
CUPCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: **FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE
SERVICES**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Contract Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Contract Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid or none of the work.

SEE INSTRUCTIONS TO BIDDERS-**BIDS** ON PAGE 00100-2 FOR DETAILS.

SECTION 00300

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES

BASE BID SCHEDULE

I. SCHEDULED MAINTENANCE FOR AUTOMATED GATES

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ANNUAL TOTAL
1	Bi-Annual Maintenance for 9 Automated Gates	18	EA	3,000. ⁰⁰	54,000. ⁰⁰

TOTAL SCHEDULED MAINTENANCE, BASE BID: \$ 54,000.⁰⁰

TOTAL BASE BID: \$ 54,000.⁰⁰

TOTAL BASE BID IN WORDS: Fifty-Four Thousand Dollars AND 00/100

RATE SCHEDULES

1. EMERGENCY CALL OUT

DESCRIPTION	MIN. # HOURS	HOURLY RATE	TOTAL
On-Call Response Minimum Charge	2	\$ 500. ⁰⁰	\$ 1,000. ⁰⁰

2. LABOR PLUS MATERIALS

ITEM	DESCRIPTION	UNITS	UNIT PRICE
1	Replace Steel Fencing, 4' Height	LF	\$ 70. ⁰⁰
2	Replace Steel Fencing, 6' Height	LF	\$ 95. ⁰⁰
3	Replace Steel Fencing, 8' Height	LF	\$ 135. ⁰⁰
4	Replace Chain Link Fencing (< 6' Height)	LF	\$ 95. ⁰⁰
5	Replace Chain Link Fencing (6'+ Height)	LF	\$ 70. ⁰⁰

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RATE SCHEDULES (con'd)

3. LABOR ONLY RATES

ITEM	DESCRIPTION	UNITS	UNIT PRICE
1	Labor Rate - Foreman 8:00 AM - 5:00 PM	MAN-HR	\$ 98.31
2	Labor Rate - Foreman After Hours	MAN-HR	\$ 155.60
3	Labor Rate - Laborer 8:00 AM - 5:00 PM	MAN-HR	\$ 92.45
4	Labor Rate - Laborer After Hours	MAN-HR	\$ 144.73

4. MATERIALS MARK-UP RATE

ITEM	DESCRIPTION	UNITS	UNIT PRICE
1	Materials Mark-Up Rate	%	25%

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INFORMATION REQUIRED OF BIDDER

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

BIDDER'S INFORMATION

- (1) Bidder's name and address: All Steel Fence, Inc.
1416 KLO Road
Lathrop CA 95330
- (2) Bidder's office telephone number: (209) 983-8409
- (3) Bidder's fax number: (209) 982-4325
- (4) Bidder's Contractor's License (Class): C-13 + C-61/D28
License No.: 710912
Expires: 8/31/2025
- (5) List 4 completed or ongoing service contracts of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Modesto Irrigation District (FY 2012-2015)	\$199,477.24	Modesto Irrigation District Attn: Scott Simpson P.O. Box: 4060 Modesto CA 95352 (209) 924-7484

- (6) Contractor's telephone number to be used for 24 hour / day contact to request Services (if

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different from above telephone no.): (408) 497-8731

List of Subcontractors:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. * NONE *			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

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ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

1

Respectfully submitted,

7/18/2023
Dated

All Steel Fence, Inc
Legal Name of Firm

Denise M. Cornell
Signature of Authorized Representative
Denise M. Cornell, Corporate Secretary
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

CALIFORNIA

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

TOM Cornell, III - President + Manager

Denise Cornell - Secretary/Treasurer

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NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN) ss.

Denise M. Cornell, being first duly sworn, deposes and says that he or she is

Corporate Secretary of All Steel Fence, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Denise M. Cornell
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of San Joaquin

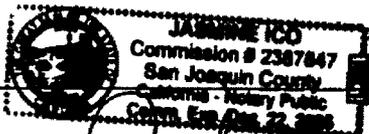
State of California

Subscribed and sworn to (or affirmed) before me

on this 18th day of July, 2023, by

Denise M. Cornell, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal



Signature

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PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

Bid Bond

CONTRACTOR:

(Name, legal status and address)

All Steel Fence, Inc
P.O. Box 1309
Lathrop, CA 95330

SURETY:

(Name, legal status and principal place of business)

Everest Reinsurance Company
100 Everest Way, Warren Corporate
Center, Warren, NJ 07059

OWNER:

(Name, legal status and address)

City of Lathrop - City Hall
390 Towne Centre Drive
Lathrop, CA 95330

BOND AMOUNT: Ten Percent of Amount Bid (10% of amount bid)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

FY 2023-2024 Fence and Gate Repair & Maintenance Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of July, 2023.

All Steel Fence, Inc.

(Principal)

(Seal)

(Witness)

Denise M. ... CORPORATE SECRETARY

(Title)

Everest Reinsurance Company

(Surety)

(Seal)

(Witness)

Deanna Quintero
(Title) Deanna Quintero, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

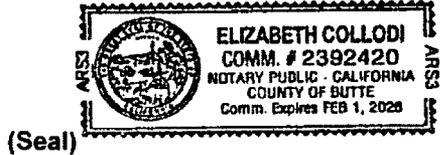
On July 10, 2023 before me, Elizabeth Collodi, Notary Public
(insert name and title of the officer)

personally appeared Deanna Quintero
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth Collodi



EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS That Everest Reinsurance Company a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road Liberty Corner New Jersey 07938, do hereby nominate constitute and appoint

Elizabeth Colloidi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith, and Kevin Scofield

its true and lawful Attorney(s)-in-fact to make execute attest seal and deliver for and on its behalf, as surety and as its act and deed where required any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016

RESOLVED, that the President any Executive Vice President and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make execute seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company

RESOLVED, FURTHER, that the President any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of the Company, bonds and undertakings in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney and to attach thereto the corporate seal of the Company

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto and these presents to be signed by their duly authorized officers this 28th day of July 2016



Nicole Chase
Attest: Nicole Chase Assistant Secretary

Everest Reinsurance Company
Anthony Romano
By Anthony Romano Vice President

On this 28th day of July 2016 before me personally came Anthony Romano known to me who being duly sworn did execute the above instrument; that he knows the seal of said Company that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto, and that he executed said instrument by like order

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at the Liberty Corner this 10th day of July 2023

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