

## **PUBLIC IMPROVEMENT AGREEMENT**

THIS AGREEMENT made at the City of Reedley, by and between JT2 INC DBA TODD COMPANIES, HEREINAFTER CALLED the Contractor and the CITY OF REEDLEY, hereinafter called the OWNER.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

### **SECTION A**

The Contractor agrees to furnish all labor and materials, including tools, implements, and appurtenances required, and to perform all work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, Subcontractors, artisans, machinists, teamsters, draymen, and laborers, required for: **ROYAL VALLEY PARKING LOT** in the City of Reedley, including all appurtenances thereto, in strict compliance with the Bid and Contract Documents and the Special Provisions dated August 2019.

### **SECTION B**

The Contractor and the Owner agree that the Bid and Contract Documents, as completed by the Contractor, the Prevailing Wage Rate Determination as determined by the State Director of Industrial Relations, or Federal Wage Rate Determination as determined by the Secretary of Labor, whichever is higher, the Standard Specifications dated 2010, of the State of California, Department of Transportation, and any supplementary specifications referenced therein, the Standard Plans, the Special Provisions including the General Provisions, the Plans and Drawings, and the Standard Specifications, together with this Agreement, form the contract, and they are as fully a part of this contract as if herein repeated. No part of said Specifications which is in conflict with any portion of this agreement shall be considered as any part of this agreement, but shall be utterly null and void.

### **SECTION C**

The Owner agrees to pay the Contractor in current funds for the Performance of the contract, Four hundred one thousand seventy four dollars and fifty cents (\$401,074.50), it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, and upon completion of the project the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

### **SECTION D**

If the Contractor shall be adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Subcontractors should persistently or repeatedly refuse or should fail, except in cases of materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the City Engineer of the City of Reedley, hereinafter referred to as Engineer, then the Owner may upon certificate of the

Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five (5) days after service of such notice, such violations shall cease and satisfactory arrangement for correction thereof be made, the contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety will be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner, may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

## **SECTION E**

With respect to any work required to be done under this contract, the Contractor shall indemnify and hold harmless the Owner (City of Reedley), the State of California, the United States of America, and all other participating public agencies whether or not said agencies are named herein who have jurisdiction within the areas under which the work is to be performed and all officers, officials, volunteers and employees of the Owner, the State of California, the United States of America and said other participating agencies against any and all claims, demands, causes of action, damages, (including damages to the Owner's property or property of any participating agencies) costs, or liabilities (including costs, or liabilities of the Owner, or the participating agencies with respect to its employees) in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract whether such performance by the Contractor, his Subcontractor, or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions, or other legal proceedings, which may be brought or instituted by third persons against the Owner, their participating agencies, their officers and employees on any such claim, demand, or cause of action and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the Owner, their participating agencies, their officers and employees and any such suit, action, or other legal proceedings. In no event shall the Contractor indemnity obligation extend to the active negligence, sole negligence, or willful misconduct of an indemnified party in compliance with CA Civil Code §2782.

The Contractor shall furnish the Owner with a Certificate of Insurance, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this article, and shall further indicate insurance coverage with minimum limits as shown in the project specifications.

The Certificate of Insurance shall further provide that a minimum thirty (30) days notice of cancellation or reduction in coverage shall be given the Owner.

An Additional Insured Endorsement to the Contractor's Liability Insurance policy naming the City of Reedley, its officers, officials, employees and volunteers, and other participating public agencies (if applicable) and all officers and employees of the above shall also be furnished.

#### **SECTION F**

Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with the insurance data and certificates as set forth in the specifications. The Certificates of Insurance evidence that Worker's Compensation Insurance is in effect as well as employer's liability insurance with limits of \$2,000,000 per accident and providing that the Owner will receive thirty (30) days notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

#### **SECTION G**

Contractor shall forthwith furnish in triplicate a faithful performance bond in an amount equal to One-Hundred (100%) percent of the contract price and a payment (labor and materials) bond in an amount equal to One-Hundred (100%) percent of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall include a provision that if the Contractor or his Subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract or (b) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

#### **SECTION H**

This work for this project shall be diligently prosecuted to completion before the expiration of Thirty (30) consecutive WORKING DAYS beginning on the tenth calendar day after approval of the contract.

Contractor shall pay to the City of Reedley in the sum of **\$500** per day, for each and every calendar day(s) delay in finishing the work in excess of the number of consecutive calendar days prescribed above. Liquidated damage provisions shall be in accordance with Public Contract Code Section 7203 as amended by Assembly Bill 552.

## SECTION I

Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful.

## SECTION J

Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on suitable weather conditions as determined by the City Engineer. In the event the City Engineer determines that suitable conditions are not experienced during the contract period (after the notice to proceed) it is agreed that the contract may be delayed by weather and will be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHERE OF, they have executed this agreement the 1<sup>st</sup> day  
of November, 2019

**CONTRACTOR,**

BY: James W. Todd, Jr., President  
*James W. Todd, Jr., President*

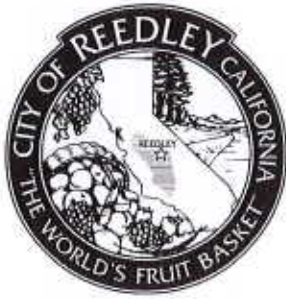
*(Print Name Below Signature Line)*

**OWNER,  
CITY OF REEDLEY**

BY: Nicole R. Zieba  
NICOLE R. ZIEBA  
CITY MANAGER

**RECOMMEND FOR APPROVAL**

BY: John S. Robertson  
JOHN S. ROBERTSON, P.E.  
CITY ENGINEER



## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 16

**DATE:** October 08, 2019

**TITLE:** ADOPT RESOLUTION NO. 2019-091 AWARDDING A CONSTRUCTION CONTRACT TO JT2 INC. DBA TODD COMPANIES FOR THE ROYAL VALLEY PARKING LOT, IN THE AMOUNT OF \$401,074.50 AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO AN AMOUNT APPROXIMATELY EQUAL TO 10% OF THE CONSTRUCTION CONTRACTED AMOUNT

**PREPARED:** Linda Thao, Senior Engineering Assistant *LT*

**SUBMITTED:** John S. Robertson, City Engineer *JSR*  
Paul A. Melikian, Assistant City Manager *PM*

**APPROVED:** Nicole Zieba, City Manager *NZ*

### **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 2019-091, awarding a construction contract to JT2 Inc. DBA Todd Companies for the Royal Valley Parking Lot (Project), in the amount of \$401,074.50 and authorize the City Manager to approve change orders up to an amount approximately equal to 10% of the construction contracted amount.

### **EXECUTIVE SUMMARY**

Staff is requesting that the City Council adopt Resolution No. 2019-091 awarding the Project to JT2 Inc. DBA Todd Companies and authorize the City Manager to execute the Public Improvement Agreement for the Project with JT2 Inc. DBA Todd Companies subject to the submittal of the necessary bonds, insurance certificates and other necessary documents as required by the specifications, special provisions for this project and State law.

The Project will perform roadway excavation, a Portland concrete cement parking lot surface with welded wire mesh for additional strength, install chain and bollards, fence, historic lights, conduit, concrete valley gutter, drainage inlet, 12-inch storm drain, and striping.



Staff is also requesting that the City Manager or her designee be authorized to approve change orders up to an amount approximately equal to 10% of the construction contracted amount.

## **PROJECT DESCRIPTION/BACKGROUND**

The former Royal Valley cold storage and packinghouse building was demolished and graded in April 2019. The next phase will construct a parking lot on the vacant parcel which includes: a fenced parking lot with elevated solar structures, secure storage area, security lighting, drainage, and appropriate improvements to the parking lot surface.

The City has been working with Pacific Power Renewables, Inc and their contractor to coordinate the work related to the Solar Power Purchase Agreement. In summary, this agreement removed and will reinstall the solar panels on the old Royal Valley building onto elevated solar parking structures. The panels were removed in November 2018 and are scheduled to be reinstalled by November 2019 to comply with the Agreement. The Project will begin after Pacific Power Renewables, Inc.'s contractor completes the installation and connection of the elevated solar parking structures.

On September 5, 2019, a Notice to Bidders for the Project was advertised in the Exponent for a period of three (3) weeks. During the bidding period, seven (7) contractors requested bid documents from the City for this project. Two (2) addenda were issued during the project bidding period to address the bid opening date, acceptable alternative material for storm drain, and providing specifications to the placement of thermoplastic stripes.

On September 26, 2019, City staff conducted the bid opening for the Project where six (6) bids were received, opened, and read aloud. The total bid amounts received for Roadway/Alternative A ranged from \$316,909.00 to \$434,636.06, and the total bid amounts received for Roadway/Alternative B ranged from \$401,074.50 to \$529,631.57 as shown in the attached Bid Tabulation. Alternative B will provide the parking lot with a concrete surface that is more durable and will have a longer life span than the asphalt alternative. Upon review of the received bids, it was determined that the City will award Roadway and Alternative B to the lowest responsive, responsible bidder, JT2 Inc. DBA Todd Companies.

In addition to the Project, items of work that will be completed by a combination of City crews and their contractor(s) include: materials testing, concrete drive approach demolition, installation of curb, gutter, sidewalk, and crushed concrete on 8<sup>th</sup> Street, completion of 9<sup>th</sup> Street public parking lot, installation of a trash enclosure, electric vehicle conduit, landscaping, irrigation, and utility coordination. These improvements are to be funded by a portion of the remaining 2011 RDA Bond proceeds.

## **PRIOR COUNCIL ACTIONS**

City Resolution Nos. 2018-085 and 2018-086 approving a contract for the Royal Valley Demolition and amended the fiscal year 2018-2019 budget to fund the Royal Valley Demolition project.

## **FISCAL IMPACT**

No new appropriations are needed to award this Project as the estimated costs were included in the FY 2019-20 Adopted Budget, specifically funded by a portion of the remaining 2011 RDA Bond proceeds.

The additional items of work mentioned above to be completed by City crews and other contractors will also be paid for using the 2011 RDA Bond proceeds are identified and estimated as follows:

\$ 15,000	Materials testing
20,000	8 <sup>th</sup> Street concrete drive approach demolition and sidewalk installation
5,000	Baserock where a future City facility will be located
15,000	9 <sup>th</sup> Street parking lot
13,000	Trash enclosure
20,000	Electric Vehicle Conduit installation
10,000	<u>Landscaping and irrigation</u>
\$ 98,000	Subtotal of Additional Work
<u>\$441,181</u>	<u>Project + 10% Contingency</u>
\$539,181	Estimated Total Parking Lot & Additional Work

In addition to the items listed above, costs for a permanent evidence storage facility will also be constructed using the 2011 RDA Bond proceeds. The former Royal Valley cold storage and packinghouse building was used for evidence storage for the Police Department. With the building demolished, the Department has been utilizing a temporary solution for secure storage; however a permanent facility will need to be constructed.

Staff is working on options for replacement of this facility, which is currently envisioned to be a covered block wall enclosure with a concrete floor, placed adjacent to the parking lot. Estimated costs for these improvements are unknown at this time but the funding source is anticipated to be the remaining 2011 RDA Bonds. Staff will return to the Council to request approval for this funding as necessary.

## **ATTACHMENTS**

1. Bid Tabulation for Royal Valley Parking Lot
2. Public Improvement Agreement for Royal Valley Parking Lot
3. Resolution No. 2019-091, award a construction contract to JT2 Inc. DBA Todd Companies for the Royal Valley Parking Lot

**RESOLUTION NO. 2019-091**  
**A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF REEDLEY**  
**AWARDING A CONSTRUCTION CONTRACT TO JT2 INC. DBA TODD**  
**COMPANIES FOR THE ROYAL VALLEY PARKING LOT**

**WHEREAS**, the City of Reedley issued a Notice to Bidders for the Royal Valley Parking Lot; and

**WHEREAS**, the City received, opened and read aloud seven (7) bids which the total Roadway and Schedule A ranged from \$316,909 to \$434,636.06 and the total Roadway and Schedule B ranged from \$401,074.50 to \$529,631.57; and

**WHEREAS**, the lowest, most responsive and responsible bid was submitted by JT2 Inc. DBA Todd Companies; and

**WHEREAS**, the City Council, using their independent judgment desires to award a construction contract for the lowest responsible responsive bid for total Roadway and Schedule B in the amount of \$401,074.50.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2019-091 based on the following:

1. The above recitals are true and correct; and
2. That the contract for the Royal Valley Parking Lot is awarded to JT2 Inc. DBA Todd Companies for the unit and lump sum prices as bid for the Roadway and Alternative B, the total amount of the contract being \$401,074.50.
3. That the City Manager is authorized and directed to promptly execute the contract for the subject work with JT2 Inc. DBA Todd Companies subject to the submittal of the necessary bonds, insurance certificates and other necessary documents required by the specifications and special provisions for this project, all for the approval by and to the satisfaction of the City Engineer or the City Attorney.
4. The City Manager or her designee, is hereby authorized to approve change orders up to an amount approximately equal to 10% of the construction contracted amount.
5. The total construction budget for this project, including the construction contract, contingency costs shall not exceed approximately \$40,107.45.
6. This resolution is effective immediately upon adoption.



This forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 8th day of October 2019, by the following vote:

AYES: Fast, Soleno, Betancourt, Pinon.

NOES: None.

ABSTAIN: None.

ABSENT: Beck.

ATTEST:

  
Sylvia B. Plata, City Clerk

  
Frank Piñon, Mayor

