

CITY OF FAIRFIELD

RESOLUTION NO. 2017 - 55

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO HESS
CONCRETE CONSTRUCTION INC. FOR CORDELIA COMMUNITY PARK PROJECT
– PHASE 3**

WHEREAS, the bid opening for the Cordelia Community Park Project – Phase 3 took place on February 6, 2017; and

WHEREAS, staff has reviewed the bid documents from Hess Concrete Construction, Inc. and found them to be in order; and

WHEREAS, staff is recommending that the City Council award both the Base Bid and Additive Alternatives #2 to Hess Concrete Construction Inc. as the lowest responsive and responsible bidder.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the Cordelia Community Park Project – Phase 3 are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Hess Concrete Construction Inc. for the Cordelia Community Park Project – Phase 3 consisting of the Base Bid plus Additive Alternate #2 in the amount of \$2,627,222.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 7th day of March, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/~~MOY/VACCARO~~

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy, Vaccaro

ABSTAIN: COUNCILMEMBERS: NONE

Norm, T. Pardo
MAYOR

ATTEST:
Allen L. Rees
CITY CLERK
pw

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **one hundred and twenty (120) working days for completion of construction and ninety (90) calendar days for completion of maintenance period** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No.	<u>1</u>	Date:	<u>January 13, 2017</u>
Addendum No.	<u>2</u>	Date:	<u>January 27, 2017</u>
Addendum No.	<u>3</u>	Date:	<u>January 27,2017</u>
Addendum No.	<u>4</u>	Date:	<u>February 2, 2017</u>

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	01001- Temporary Construction Fence	LF	3,265	6. -	19,590. -
2	01001- Mobilization	LS	1	120,000. -	120,000. -
3	01100- Storm Water Pollution Prevention	LS	1	40,000. -	40,000. -
4	02230- Demolition, Clearing and Grubbing	LS	1	50,000. -	50,000. -
5	02310- Earthwork	LS	1	314,000. -	314,000. -
6	02310- Import Fill	LS	1	54,000. -	54,000. -
7	02510- Asphalt Concrete Paving	TN	270	126. -	34,020. -
8	02510- Sealcoat	LS	1	4,000. -	4,000. -
9	02510- PCC Precast Wheel Stop	EA	2	100. -	200. -
10	02510- Aggregate Base	TN	1,205	37. -	44,585. -
11	02514- Tennis Court Surfacing	SF	14,400	3. -	43,200. -
12	02514- Tennis Net and Post Assembly	LS	1	4,950. -	4,950. -
13	02700- 2-Inch PVC Water Line	LF	52	75. -	3,900. -
14	02700- PCC drop inlet	EA	5	2,450. -	12,250. -
15	02700- Precast PCC Area Drain	EA	8	670. -	5,360. -
16	02700- PCC Storm Drain Manhole	EA	3	3,700. -	11,100. -
17	02700- Precast PCC Curb Inlet	EA	1	5,300. -	5,300. -
18	02700- Sanitary Sewer Cleanout	EA	1	1,700. -	1,700. -
19	02700- Storm Drain Cleanout	EA	2	1,800. -	3,600. -
20	02700- 6" Storm Drain	LF	46	94. -	4,324. -
21	02700- 8" Storm Drain	LF	406	50. -	20,300. -
22	02700- 12" Storm Drain	LF	378	100. -	37,800. -
23	02700- 18" Storm Drain	LF	234	100. -	23,400. -
24	02700- 6" Subdrain	LF	144	61. -	8,784. -
25	02700- Inlet/Outfall Structure	EA	7	1,650. -	11,550. -
26	02700- Rock Lined Ditch	LF	160	65. -	10,400. -
27	02700- 4" Sanitary Sewer Line	LF	98	210. -	20,580. -
28	02730- Decomposed Granite Pavement	SF	4,005	7. -	28,035. -
29	02760- Striping	LS	1	7,040. -	7,040. -
30	02795- Synthetic Turf	SF	1,950	22. -	42,900. -
31	02810- Remote Control Valve	EA	35	495. -	17,325. -
32	02810- Controller	EA	1	15,400. -	15,400. -
33	02810- Irrigation System	LS	1	166,100. -	166,100. -
34	02820- 4'-0" Chain Link Separation Fence	LF	104	51. -	5,304. -
35	02820- 12'-0" Chainlink Tennis Fence w/ structural steel posts	LF	242	165. -	39,930. -
36	02820- 12'-0" Chainlink Tennis Court Fence	LF	242	110. -	26,620. -

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
37	02820- Chainlink Fence Gate	EA	1	1,590.-	1,590.-
38	02820- Gate lock Kit	EA	1	1,870.-	1,870.-
39	02820- Tennis Windscreen Fabric	LF	242	15.-	3,630.-
40	02870- Bench without Back	EA	8	1,750.-	14,000.-
41	02870- Picnic Table	EA	10	1,140.-	11,400.-
42	02870- Picnic Table – ADA	EA	2	2,830.-	5,660.-
43	02870- Picnic Table-Round	EA	3	1,670.-	5,010.-
44	02870- Picnic Table- ADA Round	EA	3	1,600.-	4,800.-
45	02870- Drinking Fountain	EA	1	9,000.-	9,000.-
46	02870- Trash Receptacle	EA	5	1,250.-	6,250.-
47	02870- Recycling Receptacle	EA	2	1,350.-	2,700.-
48	02870- Bike Rack	EA	1	3,750.-	3,750.-
49	02870- Park Monument Sign Slats	LS	1	6,800.-	6,800.-
50	02870- Park Rules Sign	EA	3	800.-	2,400.-
51	02870- Players Bench	EA	2	1,500.-	3,000.-
52	02870- Post and Cable Fence	LF	170	62.70	10,659.-
53	02870- Precast Concrete Seatwalls	LS	1	23,000.-	23,000.-
54	02870- Landscape Boulder	LS	1	6,100.-	6,100.-
55	02870- Stone Step	LS	1	20,000.-	20,000.-
56	02870- Cobble	LS	1	7,700.-	7,700.-
57	02870- Decorative Rock	LS	1	13,400.-	13,400.-
58	02870- Sand	CY	148	143.-	21,164.-
59	02870- Redwood Header Board	LF	1,270	13.-	16,510.-
60	02870- Barbecue Grill	EA	2	2,200.-	4,400.-
61	02870- No Parking or Stopping Sign	EA	2	990.-	1,980.-
62	02870- Detectable Warning Tile	LS	1	2,387.-	2,387.-
63	02870- Eucalyptus Tree Stump Stool	EA	54	240.-	12,960.-
64	02870- Wood Retaining Wall- Tree Logs	LF	218	45.-	9,810.-
65	02870- Interpretive Sign	EA	1	9,400.-	9,400.-
66	02870-Trail Marker	EA	5	1,335.-	6,675.-
67	02870- Fitness Equipment	LS	1	25,000.-	25,000.-
68	02870- Picnic Shelter	LS	1	122,300.-	122,300.-
69	02870- Volleyball Equipment	LS	1	5,800.-	5,800.-
70	02870- Construction Sign	LS	1	3,000.-	3,000.-
71	02911- Soil Preparation and Fine Grading	LS	1	91,200.-	91,200.-
72	02911- Import Topsoil	CY	1,500	54.-	81,000.-
73	02934- 24" Box Tree	EA	67	352.-	23,584.-
74	02934- 15 Gallon Tree	EA	56	104.50	5,852.-

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
75	02934- 5 Gallon Plant	EA	820	25.30	20,746.-
76	02934- 1 Gallon Plant	EA	1,120	9.-	10,080.-
77	02934- Mitigation Trees to Plant – 24" Box	EA	20	154.-	3,080.-
78	02934- Mulch	SF	91,135	.66	60,149.10
79	02934- No Mow Fescue from Sod	SF	10,270	1.76	18,075.20
80	02934- Turf from Sod	SF	80,935	.62	50,179.70
81	02935- Landscape Maintenance	MO	3	2,750.-	8,250.-
82	03300- Concrete Pavement	SF	12,635	9.-	113,715.-
83	03300- Natural Stone Pattern Stamped Concrete	SF	415	17.-	7,055.-
84	03300- Concrete Mowband- 6"	LF	1,105	21.-	23,205.-
85	03300- Concrete Mowband- 12"	LF	484	29.-	14,036.-
86	03300- Concrete Stairs	LS	1	9,900.-	9,900.-
87	03300- Cheek Wall	LF	165	97.-	16,005.-
88	03300- Accessible Ramp #1	LS	1	3,880.-	3,880.-
89	03300- Accessible Ramp #2	LS	1	5,414.-	5,414.-
90	03300- Concrete Curb	LF	1,060	27.-	28,620.-
91	03300- Variable Height Curb	LF	60	60.-	3,600.-
92	06200- Decorative Screen Panels	LF	112	817.-	91,504.-
93	06200- ADA Handrails	LF	100	230.-	23,000.-
94	06200- Stair Handrails	LF	65	229.-	14,885.-
95	02700- Manhole Adjustments	LS	1	7,200.-	7,200.-
96	16520- Electrical System	LS	1	47,740.-	47,740.-
97	16520- Pull Box	EA	10	473.-	4,730.-
98	16520- Pathway Lighting Fixtures F1 & F4	EA	9	7,700.-	69,300.-
99	16520- Loitering Deterrent System	EA	12	3,300.-	39,600.-
100	16520- Picnic Shelter Lights	EA	2	1,870.-	3,740.-
101	16520- Vandal Proof Pull Box Insert	EA	10	572.-	5,720.-
102	16520- Concrete Poles	EA	5	3,784.-	18,920.-
103	16520- Pathway Lighting Fixture F3	EA	1	8,800.-	8,800.-

TOTAL BASE BID AMOUNT: 2,594,417.-

ADD ALTERNATE #1 BID ITEMS (Play Area Shade Shelter)

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	02870- Play Area Shade Shelter	EA	1	52,000.-	52,000.-
2	01001- Temporary Construction Fence	LF	310	6.-	1,860.-
3	02870- Wood Fiber	CY	13	110.-	1,430.-

TOTAL ADD ALTERNATE #1: \$ 55,290.-**ADD ALTERNATE #2 BID ITEMS (Planting Area)**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	02810- Irrigation System	LS	1	9,900.-	9,900.-
2	02810- Remote Control Valve	EA	2	495.-	990.-
3	02911- Soil Preparation & Fine Grading	LS	1	2,750.-	2,750.-
4	02934- 1 Gallon Plant	EA	152	9.-	1,368.-
5	02934- 5 Gallon Plant	EA	204	25.-	5,100.-
6	02230- Demolition	LS	1	3,100.-	3,100.-
7	03300- Concrete Mowband- 18"	LF	176	32.-	5,632.-
8	02934- Mulch	SF	6,500	.61	3,960.-

TOTAL ADD ALTERNATE #2: \$ 32,500.-**ADD ALTERNATE #3 BID ITEMS (Trail)**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	02730- Decomposed Granite Pavement	SF	5800	6.-	34,800.-
2	02870- Redwood Header Board	LF	1890	13.-	24,570.-
3	02870- Eucalyptus Tree Stump Stool	EA	12	259.-	3,108.-
4	02870- Wood Retaining Wall- Tree Logs	LF	614	32.-	19,648.-
5	02870- Landscape Boulder	EA	1	1,500.-	1,500.-
6	02921- Native Hydroseeding	SF	29,165	.11	3,208.15
7	02934- 1 Gallon Plant	EA	42	10.-	420.-
8	02230- Demolition, Clearing and Grubbing	LS	1	5,400.-	5,400.-
9	02310- Earthwork	LS	1	61,000.-	61,000.-
10	02310- Import Fill	LS	1	16,700.-	16,700.-

TOTAL ADD ALTERNATE #3: \$ 172,979.-**TOTAL BASE BID AND ADD ALTERNATES: \$ 2,855,186.-**

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1) RE Maher Inc. 4545 Hess Rd American Canyon CA	514236 DIR # 1000003201	Concrete	
2) All Steel Fence P.O. Box 1309 Lathrop CA	710512 DIR # 1000000047	Fence	
3) Aerco Pacific Inc 11370 J Amalgam Way Rancho Cordova CA	166242 Dir # 1000004143	Landscape	
4) Woodland Welding Works 1955 E Main St Woodland CA	550297 Dir # 1000005074	Railing Screens	
5) Heavenly Greens 370 Umbarger Rd San Jose CA	923094 Dir # 1000014875	Synthetic turf	

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

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Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1) First Serve Productions 451 Starmont Court Dunville CA	773811 Dir # 100003156	Tennis Courts surface	
2) Ross Recreation 100 Brushcreek Rd Santa Rosa CA	520752 Dir # 1000003500	shelters	
3) Long Electric Co. 630 Airport Rd Napa CA	580809 Dir # 1000011090	Electric	
4) Crusader Fence Co. 3115 B Gold Valley Dr Rancho Cordova CA	726527 Dir # 1000000020	Fence Rail screens	
5)			

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

FEB 07 2017

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

City of Fairfield
Public Works

DESIGNATION OF SUBCONTRACTORS

11:55AM

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

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Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1) RE Maher Inc 4545 Hess Dr American Canyon CA	514236 Dir # 1000003201	Concrete	7.26%
2) Long Electric Co. 630 Airpark Rd Napa Ca.	580809 Dir # 1000011090	Electric	6.53%
3) Crusader Fence Co. 3115 B Gold Valley Rd Rancho Cordova CA	726527 Dir # 1000000020	Fence Screens Handrails	6.01%
4) Aerco Pacific Inc. 11370- J Amalgam Way Rancho Cordova CA	166242 Dir # 1000004143	Landscape	20.44%
5) First Serve Productions Inc 451 Starmon Court Danville CA	773811 Dir # 100003156	Tennis Court Surfacing	.47%

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CORDELIA COMMUNITY PARK PROJECT – PHASE 3

DESIGNATION OF SUBCONTRACTORS

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Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1) Heavenly Greens 370 Umbarger Rd San Jose CA	923094 DIR# 1000014875	Synthetic turf	1.32%
2) Ross Recreation 100 Brush Creek Rd Santa Rosa CA	520752 Dir# 1000003500	Install Shelter	1.79%
3)			
4)			
5)			

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

Sub Contract Percentage Work Sheet

Total Contract Amount

\$2,855,186.00

Cordelia Community Park

Sub Contracts

[illegible]

RECEIVED

FEB 07 2017

**City of Fairfield
Public Works**

11:55 AM

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

DESIGNATION OF SUBCONTRACTORS

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Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1)			
2)			
3)			
4)			
5)			

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

Hess Concrete Construction Co.,Inc.

Name of Firm

4484 Hess Drive American Canyon CA 94503

Business Address

707-552-7931

Phone Number

Larry Hess

Signature of Responsible Official

Dir # 1000002668

Contractor's License:

a. Class: A, B,C-8

b. Number: 269925

c. Expiration Date: 5/31/18

FEI Number: 94-1729061

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Hess Concrete Construction Co., Inc

Larry Hess: president,secretary,treasurer, manager

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Hess Concrete Construction Co. Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/1/17 [date], at American Canyon [city], CA [state].

2/1/17
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

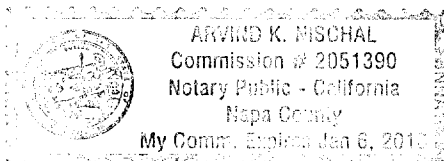
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of NAPA)
 On 02/01/2017 before me, ARVIND K. MISCHAL NOTARY PUBLIC
 Date Here Insert Name and Title of the Officer
 personally appeared LARRY D. HESS
 Name(s) of Signer(s)

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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

WHEREAS HESS CONCRETE CONSTRUCTION CO., INC.
4484 HESS DRIVE, AMERICAN CANYON, CA 94503
(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
100 CALIFORNIA ST. #300, SAN FRANCISCO, CA 94111
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of TEN PERCENT OF THE AMOUNT BID

.....

Dollars (\$ 10% OF BID AMOUNT), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: JANUARY 17, 2017

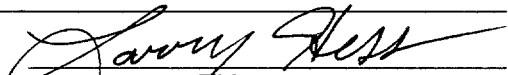
“Contractor”

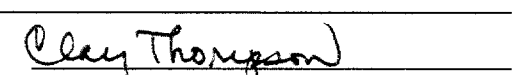
“Surety”

HESS CONCRETE CONSTRUCTION CO., INC.

TRAVELERS CASUALTY AND

SURETY COMPANY OF AMERICA

By: 
LARRY HESS Title PRESIDENT

By: 
CLAY THOMPSON Title ATTORNEY-IN-FACT

By: _____
Title

By: _____
Title

(Seal)

(Seal)

*Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

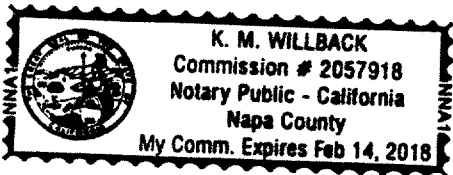
State of California)
County of NAPA)

On JANUARY 17, 2017 before me, K. M. WILLBACK, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared CLAY THOMPSON
Name(s) of Signer(s)

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 K. M. Willback
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:


TRAVELERS
POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

228146

Certificate No. 006881458

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Clay Thompson, Jeffrey D. Erickson, Robert E. Chovick, Bryan Richmond, and Karen M. Willback

of the City of Napa, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of July, 2016.

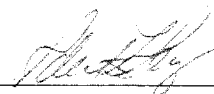
Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

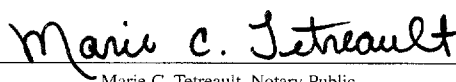
By:


 Robert L. Raney, Senior Vice President

On this the 8th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

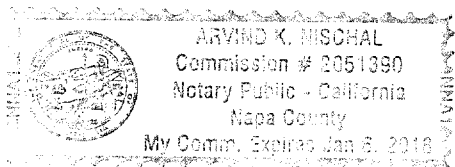
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State of California)
 County of NAPA)
 On 02/01/2017 before me, ARVIND K. NISCHAL NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared LARRY D. HESS
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of March 23, 2017, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and HESS CONSTRUCTION CO., INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Callander Associates Landscape Architecture, Inc. numbered Conformed Set (L1-31, C0.1-7.1, S1, E1.0-3.0; 57 sheets total) and dated March 31, 2017.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated February 6, 2017.
- d. Conformed Set Instructions to Bidders.
- e. Conformed Set Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2015 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated March 13, 2017.
- g. Labor and Material Bond, dated March 13, 2017.
- h. Addendum 1, dated January 13, 2017.
- i. Addendum 2, dated January 27, 2017.

- j. Addendum 3, dated January 27, 2017.
- k. Addendum 4, dated February 02, 2017.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within one hundred and twenty (120) working days for completion of construction and ninety (90) calendar days for completion of maintenance period after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as Liquidated Damages (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

CORDELIA COMMUNITY PARK PROJECT – PHASE 3

BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	01001- Temporary Construction Fence	LF	3,265	\$6.00	\$19,590.00
2	01001- Mobilization	LS	1	\$120,000.00	\$120,000.00
3	01100- Storm Water Pollution Prevention	LS	1	\$40,000.00	\$40,000.00
4	02230- Demolition, Clearing and Grubbing	LS	1	\$50,000.00	\$50,000.00
5	02310- Earthwork	LS	1	\$314,000.00	\$314,000.00
6	02310- Import Fill	LS	1	\$54,000.00	\$54,000.00
7	02510- Asphalt Concrete Paving	TN	270	\$126.00	\$34,020.00
8	02510- Sealcoat	LS	1	\$4,000.00	\$4,000.00
9	02510- PCC Precast Wheel Stop	EA	2	\$100.00	\$200.00
10	02510- Aggregate Base	TN	1,205	\$37.00	\$44,585.00
11	02514- Tennis Court Surfacing	SF	14,400	\$3.00	\$43,200.00
12	02514- Tennis Net and Post Assembly	LS	1	\$4,950.00	\$4,950.00
13	02700- 2-Inch PVC Water Line	LF	52	\$75.00	\$3,900.00
14	02700- PCC drop inlet	EA	5	\$2,450.00	\$12,250.00
15	02700- Precast PCC Area Drain	EA	8	\$670.00	\$5,360.00
16	02700- PCC Storm Drain Manhole	EA	3	\$3,700.00	\$11,100.00
17	02700- Precast PCC Curb Inlet	EA	1	\$5,300.00	\$5,300.00
18	02700- Sanitary Sewer Cleanout	EA	1	\$1,700.00	\$1,700.00
19	02700- Storm Drain Cleanout	EA	2	\$1,800.00	\$3,600.00
20	02700- 6" Storm Drain	LF	46	\$94.00	\$4,324.00
21	02700- 8" Storm Drain	LF	406	\$50.00	\$20,300.00
22	02700- 12" Storm Drain	LF	378	\$100.00	\$37,800.00
23	02700- 18" Storm Drain	LF	234	\$100.00	\$23,400.00
24	02700- 6" Sub drain	LF	144	\$61.00	\$8,784.00
25	02700- Inlet/Outfall Structure	EA	7	\$1,650.00	\$11,550.00
26	02700- Rock Lined Ditch	LF	160	\$65.00	\$10,400.00
27	02700- 4" Sanitary Sewer Line	LF	98	\$210.00	\$20,580.00
28	02730- Decomposed Granite Pavement	SF	4,005	\$7.00	\$28,035.00
29	02760- Striping	LS	1	\$7,040.00	\$7,040.00
30	02795- Synthetic Turf	SF	1,950	\$22.00	\$42,900.00
31	02810- Remote Control Valve	EA	35	\$495.00	\$17,325.00
32	02810- Controller	EA	1	\$15,400.00	\$15,400.00
33	02810- Irrigation System	LS	1	\$166,100.00	\$166,100.00
34	02820- 4'-0" Chain Link Separation Fence	LF	104	\$51.00	\$5,304.00
35	02820- 12'-0" Chain-link Tennis Fence w/ structural steel posts	LF	242	\$165.00	\$39,930.00
36	02820- 12'-0" Chain-link Tennis Court Fence	LF	242	\$110.00	\$26,620.00

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
37	02820- Chain-link Fence Gate	EA	1	\$1,590.00	\$1,590.00
38	02820- Gate lock Kit	EA	1	\$1,870.00	\$1,870.00
39	02820- Tennis Windscreen Fabric	LF	242	\$15.00	\$3630.00
40	02870- Bench without Back	EA	8	\$1,750.00	\$14,000.00
41	02870- Picnic Table	EA	10	\$1,140.00	\$11,400.00
42	02870- Picnic Table – ADA	EA	2	\$2,830.00	\$5,660.00
43	02870- Picnic Table-Round	EA	3	\$1,670.00	\$5,010.00
44	02870- Picnic Table- ADA Round	EA	3	\$1,600.00	\$4,800.00
45	02870- Drinking Fountain	EA	1	\$9,000.00	\$9,000.00
46	02870- Trash Receptacle	EA	5	\$1,250.00	\$6,250.00
47	02870- Recycling Receptacle	EA	2	\$1,350.00	\$2,700.00
48	02870- Bike Rack	EA	1	\$3,750.00	\$3,750.00
49	02870- Park Monument Sign Slats	LS	1	\$6,800.00	\$6,800.00
50	02870- Park Rules Sign	EA	3	\$800.00	\$2,400.00
51	02870- Players Bench	EA	2	\$1,500.00	\$3,000.00
52	02870- Post and Cable Fence	LF	170	\$62.70	\$10,659.00
53	02870- Precast Concrete Seat walls	LS	1	\$23,000.00	\$23,000.00
54	02870- Landscape Boulder	LS	1	\$6,100.00	\$6,100.00
55	02870- Stone Step	LS	1	\$20,000.00	\$20,000.00
56	02870- Cobble	LS	1	\$7,700.00	\$7,700.00
57	02870- Decorative Rock	LS	1	\$13,400.00	\$13,400.00
58	02870- Sand	CY	148	\$143.00	\$21,164.00
59	02870- Redwood Header Board	LF	1,270	\$13.00	\$16,510.00
60	02870- Barbecue Grill	EA	2	\$2,200.00	\$4,400.00
61	02870- No Parking or Stopping Sign	EA	2	\$990.00	\$1,980.00
62	02870- Detectable Warning Tile	LS	1	\$2,387.00	\$2,387.00
63	02870- Eucalyptus Tree Stump Stool	EA	54	\$240.00	\$12,960.00
64	02870- Wood Retaining Wall- Tree Logs	LF	218	\$45.00	\$9,810.00
65	02870- Interpretive Sign	EA	1	\$9,400.00	\$9,400.00
66	02870-Trail Marker	EA	5	\$1,335.00	\$6,675.00
67	02870- Fitness Equipment	LS	1	\$25,000.00	\$25,000.00
68	02870- Picnic Shelter	LS	1	\$122,300.00	\$122,300.00
69	02870- Volleyball Equipment	LS	1	\$5,800.00	\$5,800.00
70	02870- Construction Sign	LS	1	\$3,000.00	\$3,000.00
71	02911- Soil Preparation and Fine Grading	LS	1	\$91,200.00	\$91,200.00
72	02911- Import Topsoil	CY	1,500	\$54.00	\$81,000.00
73	02934- 24" Box Tree	EA	67	\$352.00	\$23,584.00
74	02934- 15 Gallon Tree	EA	56	\$104.50	\$5,852.00

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
75	02934- 5 Gallon Plant	EA	820	\$25.30	\$20746.00
76	02934- 1 Gallon Plant	EA	1,120	\$9.00	\$10,080.00
77	02934- Mitigation Trees to Plant – 24" Box	EA	20	\$154.00	\$3,080.00
78	02934- Mulch	SF	91,135	\$0.66	\$60,149.10
79	02934- No Mow Fescue from Sod	SF	10,270	\$1.76	\$18,075.20
80	02934- Turf from Sod	SF	80,935	\$0.62	\$50,179.70
81	02935- Landscape Maintenance	MO	3	\$2,750.00	\$8,250.00
82	03300- Concrete Pavement	SF	12,635	\$9.00	\$113,715.00
83	03300- Natural Stone Pattern Stamped Concrete	SF	415	\$17.00	\$7,055.00
84	03300- Concrete Mow band- 6"	LF	1,105	\$21.00	\$23,205.00
85	03300- Concrete Mow band- 12"	LF	484	\$29.00	\$14,036.00
86	03300- Concrete Stairs	LS	1	\$9,900.00	\$9,900.00
87	03300- Cheek Wall	LF	165	\$97.00	\$16,005.00
88	03300- Accessible Ramp #1	LS	1	\$3,880.00	\$3,880.00
89	03300- Accessible Ramp #2	LS	1	\$5,414.00	\$5,414.00
90	03300- Concrete Curb	LF	1,060	\$27.00	\$28,620.00
91	03300- Variable Height Curb	LF	60	\$60.00	\$3,600.00
92	06200- Decorative Screen Panels	LF	112	\$817.00	\$91,504.00
93	06200- ADA Handrails	LF	100	\$230.00	\$23,000.00
94	06200- Stair Handrails	LF	65	\$229.00	\$14,885.00
95	02700- Manhole Adjustments	LS	1	\$7,200.00	\$7,200.00
96	16520- Electrical System	LS	1	\$47,740.00	\$47,740.00
97	16520- Pull Box	EA	10	\$473.00	\$4,730.00
98	16520- Pathway Lighting Fixtures F1 & F4	EA	9	\$7,700.00	\$69,300.00
99	16520- Loitering Deterrent System	EA	12	\$3,300.00	\$39,600.00
100	16520- Picnic Shelter Lights	EA	2	\$1,870.00	\$3,740.00
101	16520- Vandal Proof Pull Box Insert	EA	10	\$572.00	\$5,720.00
102	16520- Concrete Poles	EA	5	\$3,784.00	\$18,920.00
103	16520- Pathway Lighting Fixture F3	EA	1	\$8,800.00	\$8,800.00

TOTAL BASE BID AMOUNT: \$2,594,417.00

ADD ALTERNATE #2 BID ITEMS (Planting Area)

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	02810- Irrigation System	LS	1	\$9,900.00	\$9,900.00
2	02810- Remote Control Valve	EA	2	\$495.00	\$990.00
3	02911- Soil Preparation & Fine Grading	LS	1	\$2,750.00	\$2,750.00
4	02934- 1 Gallon Plant	EA	152	\$9.00	\$1,368.00
5	02934- 5 Gallon Plant	EA	204	\$25.00	\$5,100.00
6	02230- Demolition	LS	1	\$3,100.00	\$3,100.00
7	03300- Concrete Mow band- 18"	LF	176	\$32.00	\$5,632.00
8	02934- Mulch	SF	6,500	\$0.61	\$3,965.00

TOTAL ADD ALTERNATE #2: \$32,805.00

TOTAL BASE BID AND ALTERNATE #2:
\$2,627,222.00

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

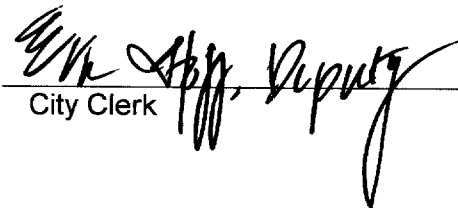
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD


City Clerk

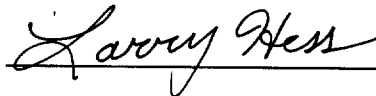
By:


City Manager



Contractor: HESS CONSTRUCTION CO, INC.

By:



President
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B, C-8
b. Number: 265925
c. Expiration Date: 5/31/18
FEI Number: 94-1729061