



**CITY OF HUGHSON
CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA**

**AGENDA
MONDAY, JUNE 12, 2023 – 6:00 P.M.**

How to participate in, or observe the Meeting:

- In person in the City Council Chambers and submit public comment when invited during the meeting.
- Remotely via WebEx by using the link below:

Meeting Link:

<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=m02d601747992ad05c5b3378402131539>

Meeting Number: 2550 379 4816

Meeting Password: ESp39dAecV6
(37739323 from phones and video systems)

- Observe only via YouTube live, by accessing this link:

https://www.youtube.com/channel/UC-PwkdIrKoMmOJDzBSodu6A?view_as=subscriber

Should technology problems cause issues providing access to the meeting via WebEx and/or YouTube, the in-person meeting will proceed as scheduled.

- In addition, recorded City Council meetings are posted on the City's website the second business day following the meeting. Recorded videos can be accessed with the following link:

[Upcoming Meetings | Hughson CA](#)

CALL TO ORDER: Mayor George Carr

ROLL CALL: Mayor George Carr
Mayor Pro Tem Ramon Bawanan
Councilmember Samuel Rush
Councilmember Randy Crooker
Councilmember Julie Ann Strain

FLAG SALUTE: Mayor George Carr

INVOCATION: Hughson Ministerial Association

A Moment of Silence for Trenton Whitman

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Members of the audience may address the City Council on any item of interest to the public pertaining to the City and may step to the podium, state their name and city of residence for the record (requirement of name and city of residence is optional) and make their presentation. Please limit presentations to five minutes. Since the City Council cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

2. PRESENTATIONS:

- 2.1: Turlock Mosquito Abatement District Update – Michael Mitchell, Board Representative.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1: Approve the Minutes of the Meeting of May 22, 2023.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the Final Claim Settlement Authority in the Amount of \$26,137.16 – Leotta Gilbertson (Date of Loss 3/8/2023)

4. UNFINISHED BUSINESS:

- 4.1:** Adopt Resolution No. 2023-29, Awarding the Contract for the Purchase and Delivery of the Restroom and Concession Stand at Lebright Fields, and Awarding the Contract for the Construction of ADA Walkways at Lebright Fields, and Authorizing the City Manager to Execute the Contracts.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1:** Adopt Resolution No. 2023-30, Awarding the Reconstruction of the Restrooms and Restrooms Entry Way at the Senior Community Center to Thompson Woolley Builders, in the Amount of \$129,350 with a 10% Contingency; and Award the Painting of the Main Hall in the Senior Community Center to Joaquin Painting, in the Amount of \$7,700 with a 10% Contingency; and Authorize the City Manager to Execute the Agreement with Thompson Woolley Builders.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

- 8.1:** Staff Reports and Comments: (Information Only – No Action)

City Manager:

City Clerk:

Director of Finance:

Community Development Director:

Police Services:

City Attorney:

Student Representative:

- 8.2:** Council Comments: (Information Only – No Action)

- 8.3:** Mayor's Comments: (Information Only – No Action)

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

- 9.1:** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: Two (2) cases

ADJOURNMENT:

General Information: The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 6:00 p.m., unless otherwise noticed.

Council Agendas: The City Council agenda is now available for public review at the City's website and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

Questions: Contact the City Clerk at (209) 883-4054.

UPCOMING EVENTS:

June 13	▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM - <i>Cancelled</i>
June 19	▪ Budget and Finance Subcommittee Meeting, City Council Chambers, 2:00 PM
June 20	▪ Planning Commission Meeting, City Council Chambers, 6:00 PM - <i>Cancelled</i>
June 26	▪ Economic Development Committee Meeting, City Council Chambers, 4:30 PM
June 26	▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

WAIVER WARNING

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
NOTIFICATION FOR THE CITY OF HUGHSON**

This Agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

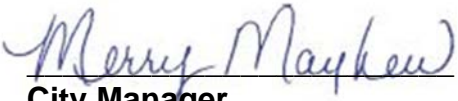
Disabled or Special needs Accommodation: In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

AFFIDAVIT OF POSTING

Date: June 9, 2023	Time: 4:00 PM
Name: Ashton Gose	Title: Executive Assistant/City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR

Meeting Date: June 12, 2023
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: 
City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of May 22, 2023.

Background and Overview:

The draft minutes of the May 22, 2023 meeting are prepared for the Council's review.



CITY OF HUGHSON
CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
7018 PINE STREET, HUGHSON, CA

MINUTES
MONDAY, MAY 22, 2023 – 6:00 P.M.

CALL TO ORDER: Mayor George Carr

ROLL CALL:

Present: Mayor George Carr
Councilmember Samuel Rush
Councilmember Randy Crooker
Councilmember Julie Ann Strain

Absent: Mayor Pro Tem Ramon Bawanan

Staff Present: Merry Mayhew, City Manager
Ashton Gose, City Clerk
Tom Terpstra, Deputy City Attorney
Carla Jauregui, Community Development Director
Sarah Chavarin, Accounting Manager
Jose Vasquez, Public Works Superintendent
Neil Raya, Interim Utilities Superintendent
Fidel Landeros, Chief of Police
Corbin Alanis, Deputy Sheriff

1. **PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):**

NONE.

2. **PRESENTATIONS:** NONE.

3. **CONSENT CALENDAR:**

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

3.1: Approve the Minutes of the Meeting of May 8, 2023.

3.4: Approval to Install Electronic Gates at the Corporation Yard by Thompson Woolley Builders, at a Cost of \$72,400 with a 10% Contingency.

Councilmember Rush requested that item number 3.2 be pulled from the Consent Calendar for special consideration.

Councilmember Strain requested that item number 3.3 be pulled from the Consent Calendar for special consideration. This item was discussed during the closed session.

STRAIN/CROOKER 4-0-0-1 motion passes to approve the Consent Calendar, excluding items 3.2 and 3.3, with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
ABSENT	AYE	AYE	AYE	AYE

3.2: Approve the Warrants Register.

STRAIN/CROOKER 4-0-0-1 motion passes to approve item 3.2, with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
ABSENT	AYE	AYE	AYE	AYE

4. UNFINISHED BUSINESS:

4.1: Adopt Resolution No. 2023-28, Approving the Hughson City Council's 2023-2028 Strategic Priorities.

City Manager Mayhew presented the staff report on this item.

Mayor Carr opened public comment at 6:17 PM. There was no public comment.
Mayor Carr closed public comment at 6:17 PM.

CARR/CROOKER 4-0-0-1 motion passes to adopt Resolution No. 2023-28, Approving the Hughson City Council's 2023-2028 Strategic Priorities, with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
ABSENT	AYE	AYE	AYE	AYE

5. **PUBLIC HEARING TO CONSIDER THE FOLLOWING:** **NONE.**

6. **NEW BUSINESS:** **NONE.**

7. **CORRESPONDENCE:** **NONE.**

8. **COMMENTS:**

8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager:

City Manager Mayhew provided a reminder regarding the scheduled Budget and Finance Subcommittee meeting on June 19, 2023. She also provided a reminder regarding the City Hall closure and Laying of the Wreath event on Memorial Day. She provided a reminder regarding Tom McClintock's office hours each month. She provided an update on the planning of new trees on Fox Road.

City Clerk:

City Clerk Gose provided an update regarding the Hughson has Heart event in 2024.

Community Development Director:

Director Jauregui provided an update regarding the Parkwood Development. She provided a reminder regarding National Public Works Week and thanked our Public Works team for their hard work.

Police Services:

Chief Landeros provided the City Council with the latest Crime Statistic Report.

8.2: Council Comments: (Information Only – No Action)

Councilmember Crooker thanked the Public Works team, and Hughson Police Services for their continued hard work.

Councilmember Strain attended the Hughson Volunteer Fire Association's Annual BBQ on May 13, 2023, she attended the State of the City of Turlock Address on May 19, 2023. Thanked all City staff and Hughson Police Services for their continued hard work.

8.3: Mayor's Comments: (Information Only – No Action)

Mayor Carr attended the Hughson Volunteer Fire Association's Annual BBQ on May 13, 2023, he attended the State of the City of Turlock Address on May 19, 2023. He provided a reminder regarding the Laying of the Wreath event on Memorial Day.

He thanked staff and Hughson Police Services for their continued hard work. He announced his absence at both scheduled regular June City Council meetings.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representative: Mayor George Carr

Unrepresented employee: City Manager

No reportable action.

9.2: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2)

or (3) of subdivision (d) of Section 54956.9: One (1) case

Reportable action:

- 3.3:** Approve Partial Claim Settlement Authority in the Amount of \$6,915.82 – Leotta Gilbertson (Date of Loss 3/8/2023).

CARR/STRAIN 4-0-0-1 motion passes to approve partial claim settlement authority in the amount of \$6,915.82 – Leotta Gilbertson (Date of Loss 3/8/2023).

ADJOURNMENT:

STRAIN/CROOKER 4-0-0-1 motion passes to adjourn the regular meeting of May 22, 2023, at 7:10 PM with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
ABSENT	AYE	AYE	AYE	AYE

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Executive Assistant/City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: June 12, 2023
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Kim Weimer, Director of Finance
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from May 17, 2023, through June 6, 2023.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 05/17/2023 - 06/06/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Payable Bank-Payable Bank						
00049	ALLIED ADMINISTRATORS	05/19/2023	Regular	0.00	1,916.17	56683
INV0009120	Invoice	05/01/2023	DELTA DENTAL - JUNE	0.00	1,916.17	
01603	Amazon Capital Services, Inc.	05/19/2023	Regular	0.00	311.64	56684
1DRM-9LKK-MHQ1	Invoice	05/15/2023	Senior center Signs	0.00	53.45	
1WXW-DMYF-374K	Invoice	05/18/2023	Planning & Building floor mats	0.00	211.40	
1YR9-MCG1-HGQH	Invoice	05/14/2023	Office Supplies	0.00	46.79	
00094	AT&T MOBILITY	05/19/2023	Regular	0.00	447.58	56685
x05102023	Invoice	05/02/2023	PHONES	0.00	447.58	
01808	Butterfield Electric Inc	05/19/2023	Regular	0.00	4,488.43	56686
S041749-1	Invoice	05/09/2023	Planning/Building new office: electrical labor	0.00	4,488.43	
00368	CSU STANISLAUS	05/19/2023	Regular	0.00	25.00	56687
CMP-012468	Invoice	05/17/2023	Live Scan - Garcia, Justin	0.00	25.00	
01875	LOZANO SMITH ATTORNEY AT LAW	05/19/2023	Regular	0.00	292.50	56688
2189440	Invoice	05/10/2023	LEGAL SERVICES FOR APRIL 2023	0.00	292.50	
00824	NEUMILLER & BEARDSLEE	05/19/2023	Regular	0.00	9,958.62	56689
340907.	Invoice	05/17/2023	LEGAL SERVICES	0.00	1,600.00	
340950.	Invoice	05/17/2023	PERSONNEL MANUAL	0.00	825.00	
340951.	Invoice	05/17/2023	LEGAL SERVICES - SIANEZ, LARISSA CLAIM	0.00	25.00	
340970.	Invoice	05/18/2023	General Administration - Legal Services	0.00	7,508.62	
01435	North Valley Labor Compliance Services	05/19/2023	Regular	0.00	225.00	56690
005107	Invoice	05/17/2023	PHASE II TANK CONSTRUCTION APRIL 2023	0.00	225.00	
01816	Outdoor Creations Inc	05/19/2023	Regular	0.00	4,137.01	56691
9937	Invoice	05/17/2023	Ceramic Plaques (2) for City and Police	0.00	4,137.01	
01879	PATRICIA REYNOSO	05/19/2023	Regular	0.00	200.00	56692
INV0009119	Invoice	05/10/2023	Refundable Deposit - Damage Deposit	0.00	200.00	
00879	PG & E	05/19/2023	Regular	0.00	2,000.00	56693
0008191269-3	Invoice	05/17/2023	EP WHITMORE AVE HUGHSON	0.00	2,000.00	
01009	SHRED-IT USA LLC	05/19/2023	Regular	0.00	191.10	56694
8003882862	Invoice	05/03/2023	Shredding	0.00	191.10	
01434	State of California Department of Justice	05/19/2023	Regular	0.00	32.00	56695
654197	Invoice	05/03/2023	Fingerprint Apps - Garcia Justin	0.00	32.00	
01090	SUTTER HEALTH PLUS	05/19/2023	Regular	0.00	17,782.45	56696
2583917	Invoice	05/17/2023	MEDICAL INSURANCE- JUNE	0.00	17,782.45	
01149	TURLOCK IRRIGATION DIST.	05/19/2023	Regular	0.00	30,213.35	56697
INV0009123	Invoice	05/16/2023	ELECTRIC	0.00	30,213.35	
00005	United Site Services of California, Inc.	05/19/2023	Regular	0.00	80.78	56698
114-13585420	Invoice	05/17/2023	FENCE RENTAL	0.00	80.78	
01206	WARDEN'S OFFICE	05/19/2023	Regular	0.00	22,372.56	56699
2097667-0	Invoice	05/15/2023	MISC OFFICE SUPPLIES	0.00	159.44	
2097705-0	Invoice	05/15/2023	MISC OFFICE SUPPLIES	0.00	60.00	
63012-0	Invoice	05/17/2023	Office furniture for community development...	0.00	22,153.12	

Check Report

Date Range: 05/17/2023 - 06/06/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	05/19/2023	Regular	0.00	40.12	56700
INV0009105	Invoice	05/16/2023	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	
01872	Carnitas El Bajio	05/23/2023	Regular	0.00	300.00	56701
INV0009127	Invoice	05/23/2023	PUBLIC WORKS LUNCHEON	0.00	300.00	
00032	AFLAC	05/25/2023	Regular	0.00	374.21	56702
749561	Invoice	05/23/2023	AFLAC	0.00	374.21	
01603	Amazon Capital Services, Inc.	05/25/2023	Regular	0.00	147.74	56703
1DJC-D3W3-T7PX	Invoice	05/21/2023	Senior center kitchen grease trap	0.00	128.36	
1V4R-THFX-14JN	Invoice	05/15/2023	Office Supplies	0.00	19.38	
01585	Bay City Equipment Industries Inc	05/25/2023	Regular	0.00	6,331.60	56704
W276073	Invoice	05/23/2023	MAJOR PREVENTATIVE MAINT. ON GENERA...	0.00	4,084.94	
W276381	Invoice	05/25/2023	Preventative Maint. on generator for May 2...	0.00	2,246.66	
01585	Bay City Equipment Industries Inc	05/25/2023	Regular	0.00	-6,331.60	56704
01817	Black Castle Construction	05/25/2023	Regular	0.00	7,080.00	56705
0333	Invoice	05/23/2023	Christian school toilet rental	0.00	7,080.00	
01808	Butterfield Electric Inc	05/25/2023	Regular	0.00	498.71	56706
S041749-2	Invoice	05/23/2023	Planning/Building new office: electrical labor	0.00	498.71	
00284	CHARTER COMMUNICATION	05/25/2023	Regular	0.00	97.77	56707
051023	Invoice	05/10/2023	IP ADDRESS- 1ST	0.00	97.77	
01538	Colonial Life	05/25/2023	Regular	0.00	559.49	56708
54059070501741	Invoice	05/23/2023	Colonial Life - MAY	0.00	559.49	
00463	EXPRESS PERSONNEL SERVICE	05/25/2023	Regular	0.00	4,134.80	56709
29067396	Invoice	05/25/2023	Extra Help	0.00	4,134.80	
00581	HENSLEY'S PAVING	05/25/2023	Regular	0.00	29,305.00	56710
23-055A	Invoice	05/24/2023	4 handicap stalls/raise curb/put drains in	0.00	29,305.00	
01583	Hunt & Sons, Inc.	05/25/2023	Regular	0.00	1,869.46	56711
90849	Invoice	05/23/2023	Deisel	0.00	1,869.46	
00668	JIMENEZ TRUCK AND TIRE RE	05/25/2023	Regular	0.00	1,209.08	56712
052223-1	Invoice	05/23/2023	UT4 - new tires and disposal	0.00	561.99	
052223-3	Invoice	05/23/2023	UT2 - new tires and disposal	0.00	647.09	
01829	K & M Welding	05/25/2023	Regular	0.00	3,274.00	56713
1794	Invoice	05/25/2023	Security gate, steel columns, cement, paint	0.00	3,274.00	
00837	NORTHSTAR CHEMICAL	05/25/2023	Regular	0.00	11,003.90	56714
251539	Invoice	05/23/2023	Ferric Chloride 11334 units	0.00	11,003.90	
00884	PITNEY BOWES	05/25/2023	Regular	0.00	500.00	56715
INV0009126	Invoice	05/23/2023	POSTAGE	0.00	500.00	
00901	PREFERRED ALLIANCE, INC.	05/25/2023	Regular	0.00	149.14	56716
186616-IN	Invoice	05/23/2023	OFF-SITE PARTICIPANT	0.00	149.14	
01073	STILES TRUCK BODY & EQUIP	05/25/2023	Regular	0.00	1,555.51	56717
69317	Invoice	05/23/2023	utility truck stabilizer	0.00	1,555.51	
01709	The Lincoln National Life Insurance Company	05/25/2023	Regular	0.00	342.04	56718
INV0009128	Invoice	05/23/2023	Life Insurance - JUNE 2023	0.00	342.04	
01820	Thompson Woolley Builders, Inc	05/25/2023	Regular	0.00	4,840.00	56719
I-23-655	Invoice	05/23/2023	Senior Center Improvements - PCO	0.00	4,840.00	
01585	Bay City Equipment Industries Inc	05/25/2023	Regular	0.00	6,331.60	56720
W276073	Invoice	05/23/2023	MAJOR PREVENTATIVE MAINT. ON GENERA...	0.00	4,084.94	

Check Report

Date Range: 05/17/2023 - 06/06/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
W276381	Invoice	05/25/2023	Preventative Maint. on generator for May 2...	0.00	2,246.66	
01257	1ST SECURITY & SOUND INC	06/05/2023	Regular	0.00	3,890.00	56721
INV0009168	Invoice	05/31/2023	Single floor commercial - CCTV est. Senior ce...	0.00	972.50	
INV0009169	Invoice	05/31/2023	Single floor commercial - CCTV est. Senior ce...	0.00	2,917.50	
00042	All Commerical Fence, Inc.	06/05/2023	Regular	0.00	1,647.00	56722
INV0008797	Invoice	03/20/2023	7th pump station street fence and repiar	0.00	1,647.00	
01603	Amazon Capital Services, Inc.	06/05/2023	Regular	0.00	67.16	56723
173C-NNC3-CCGL	Invoice	05/17/2023	Office Supplies	0.00	42.36	
1L7Q-KKGW-4K7C	Invoice	06/02/2023	Office Supplies	0.00	57.15	
CM0000169	Credit Memo	05/31/2023	Office Supplies	0.00	-32.35	
01262	CUSTOM LOCKSMITH AND ALARM, INC.	06/05/2023	Regular	0.00	120.00	56724
47088	Invoice	06/02/2023	keys for chambers office	0.00	120.00	
00463	EXPRESS PERSONNEL SERVICE	06/05/2023	Regular	0.00	4,134.80	56725
29027757	Invoice	06/02/2023	Extra Help- PW	0.00	4,134.80	
00464	EZ NETWORK SOLUTIONS	06/05/2023	Regular	0.00	6,258.79	56726
42644	Invoice	06/01/2023	IT SERVICES - APRIL	0.00	1,147.29	
TS42722	Invoice	06/01/2023	IT SERVICES - JUNE	0.00	5,111.50	
00498	FRANTZ WHOLESALE NURSERY	06/05/2023	Regular	0.00	7,116.24	56727
618810	Invoice	06/02/2023	plants and supplies for LLd's (charles and fox)	0.00	3,550.00	
618810-2	Invoice	06/02/2023	plants and supplies for charles lld	0.00	2,384.47	
618960	Invoice	06/02/2023	plants and supplies for LLd's (charles and fox)	0.00	317.15	
619121	Invoice	06/02/2023	plants and supplies for charles lld and water ...	0.00	490.83	
619122	Invoice	06/02/2023	plants and supplies for charles lld and water ...	0.00	40.45	
619144	Invoice	06/02/2023	plants and supplies for charles lld and water ...	0.00	225.46	
619150	Invoice	06/02/2023	plants and supplies for charles lld and water ...	0.00	107.88	
00528	GILTON SOLID WASTE MANAGE	06/05/2023	Regular	0.00	70,293.17	56728
HUGHSS-082	Invoice	06/01/2023	STREET SWEEPING - MAY 2023	0.00	1,895.07	
INV0009193	Invoice	06/02/2023	GARBAGE SERVICE- APRIL 2023	0.00	68,398.10	
01256	JOSEPHINE'S SPECIALTIES	06/05/2023	Regular	0.00	107.81	56729
776	Invoice	06/01/2023	Black Jacket and Logo - Julie Strain	0.00	107.81	
01459	Merry Mayhew	06/05/2023	Regular	0.00	44.18	56730
INV0009165	Invoice	05/31/2023	PW APPRECIATION LUNCHEON	0.00	44.18	
00824	NEUMILLER & BEARDSLEE	06/05/2023	Regular	0.00	4,675.00	56731
341780	Invoice	05/31/2023	LEGAL SERVICES	0.00	4,075.00	
341781	Invoice	05/31/2023	LEGAL SERVICES	0.00	600.00	
00837	NORTHSTAR CHEMICAL	06/05/2023	Regular	0.00	388.20	56732
253550	Invoice	05/25/2023	SODIUM HYPOCHLORITE	0.00	388.20	
00878	PETTY CASH	06/05/2023	Regular	0.00	66.20	56733
INV0009172	Invoice	06/02/2023	April - May 2023	0.00	66.20	
00879	PG & E	06/05/2023	Regular	0.00	121.87	56734
INV0009171	Invoice	06/02/2023	UTILITIES	0.00	121.87	
01408	RAYA, NEIL	06/05/2023	Regular	0.00	55.00	56735
INV0009170	Invoice	06/02/2023	deducted union dues interim superintendent..	0.00	55.00	
01493	Salonen Electrical Inc	06/05/2023	Regular	0.00	3,000.00	56736
4122	Invoice	06/02/2023	After hours repair	0.00	3,000.00	
01695	Smart Source LLC	06/05/2023	Regular	0.00	451.65	56737
0021842	Invoice	06/01/2023	AP Checks	0.00	451.65	
01599	SMILE BUSINESS PRODUCTS, INC	06/05/2023	Regular	0.00	94.29	56738

Check Report

Date Range: 05/17/2023 - 06/06/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1121874	Invoice	05/31/2023	COPIES	0.00	94.29	
01159	UNITED PAVEMENT MAINTENANCE	06/05/2023	Regular	0.00	1,138.54	56739
INV0009166	Invoice	05/31/2023	REFUND TO WATER METER DEPOSIT	0.00	1,138.54	
01161	UNITED RENTALS	06/05/2023	Regular	0.00	2,713.84	56740
218897158-001	Invoice	06/02/2023	barricade rental	0.00	2,713.84	
00005	United Site Services of California, Inc.	06/05/2023	Regular	0.00	80.78	56741
114-13612458	Invoice	05/31/2023	Fence Rental	0.00	80.78	
01171	URBAN FUTURES INCORP	06/05/2023	Regular	0.00	2,138.00	56742
CD-2022-045	Invoice	06/02/2023	Disclosure & Compliance Services - FY 2022	0.00	2,138.00	
01206	WARDEN'S OFFICE	06/05/2023	Regular	0.00	42.64	56743
2097667-1	Invoice	05/31/2023	MISC OFFICE SUPPLIES	0.00	3.80	
2098575-0	Invoice	06/02/2023	MISC OFFICE SUPPLIES	0.00	38.84	
01220	WESTURF INC.	06/05/2023	Regular	0.00	1,688.66	56744
905508	Invoice	06/02/2023	bark for LLd's	0.00	565.61	
905583	Invoice	06/02/2023	bark for LLd's	0.00	137.18	
905682	Invoice	06/02/2023	bark for LLd's	0.00	137.18	
905699	Invoice	06/02/2023	bark for LLd's	0.00	137.18	
905703	Invoice	06/02/2023	bark for LLd's	0.00	137.18	
905751	Invoice	06/02/2023	bark for LLd's	0.00	137.18	
905759	Invoice	06/02/2023	bark for LLd's	0.00	137.18	
905772	Invoice	06/02/2023	bark for LLd's	0.00	137.18	
905960	Invoice	06/02/2023	bark for LLd's	0.00	162.79	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	94	62	0.00	284,952.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-6,331.60
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	94	63	0.00	278,620.58

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	94	62	0.00	284,952.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-6,331.60
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	94	63	0.00	278,620.58

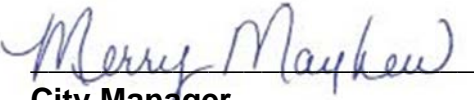
Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	5/2023	168,286.76
999	POOLED CASH/CONSOLIDATED CASH	6/2023	110,333.82
			278,620.58



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: June 12, 2023
Subject: Final Claim Settlement Authority in the Amount of \$26,137.16
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: 
City Manager

Staff Recommendation:

Approve Final Claim Settlement Authority in the Amount of \$26,137.16 – Leotta Gilbertson (Date of Loss 3/8/2023).

Discussion:

For a discussion to take place on this item, a member of the City Council would need to pull the item from the consent calendar for special consideration, and discussion must occur in a closed session.



CITY COUNCIL AGENDA ITEM 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: June 12, 2023
Subject: Adoption of Resolution No. 2023-29, Awarding the Contract for the Purchase and Delivery of the Restroom and Concession Stand at Lebright Fields, and Awarding the Contract for the Construction of ADA Walkways at Lebright Fields, and Authorizing the City Manager to Execute the Contracts
Enclosures: Lebright Restroom Scope
Restroom/Concession Stand Plan and Site Plan
Structure Cast Proposal
Lebright ADA Walkway Scope
MHK Proposals
Presented By: Jose Vasquez, Public Works Superintendent
Approved By: Merry Mayhew
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2023-29 awarding:
 - a. a contract to Structure Cast, in the amount of \$322,656.25 with a 10% contingency for the purchase and delivery of the restroom and concession stand at Lebright Fields; and
 - b. a contract to MHK Construction, in the amount of 138,814 with a 10% contingency for the construction of ADA walkways at Lebright Fields.
2. Authorize the City Manager to execute the contracts for Structure Cast and MHK Construction, inclusive of any final edits by the City Attorney.

Discussion:

On September 28, 2020, the City Council adopted Resolution No. 2020-61, approving an application for Per Capita Grant Funds from the State. The total Per Capita Grant Funds approved for the City of Hughson is \$182,536.

On March 27, 2023, the City Council approved the Lebright Renovation project including the new restroom/concession stand, paving and striping the parking lot including required storm drains, an ADA pathway around the outside of the park with cutouts that will allow a wheelchair to turn around, and rebuilding the park's main

electrical backboard and upgrades needed to the existing electrical. Additional work is needed to complete the project including the demotion of the old concession stand, grading, moving the utilities, pouring concrete around the new restroom and tie-in to the existing monument area, and replacing electrical units and the backboard the electrical components are mounted on. The full project was estimated at \$700,000.

Staff reached out to Hughson Youth Softball and Baseball League by email on May 25th to advise them that this agenda item would be presented at the June 12, 2023, City Council Meeting. HYSB staff met with City staff and discussed the project, including the demolition of the current concession stand. HYSB expressed concern regarding the fees increasing, due to the cost of the projects being completed at the Lebright Fields. At this time, City staff are not recommending an increase in fees for the use of the fields. In the future, staff will be looking for a consultant to review all of the City fees and make recommendations to the fees that ensure the City is recovering staff costs. This is critical to the fiscal sustainability of the City of Hughson and to providing the services that residents enjoy and have come to expect. Should City fees not be increased in the future, decisions will have to be made on which services are a priority and which service levels would be decreased. HYSB indicated that they understood this and that they would have the ability to comment in the future at a public hearing during which fees were introduced to the City Council.

Restroom and Concession Stand

Bids for the restroom/concession stand were posted in the Modesto Plan Room and on the City's website on March 30th, in addition, staff reached out to contractors that might be interested in bidding on the project. Bids were due on May 15th and the following three bids were received, with Structure Cast being the lowest bid at \$322,656.25.

Structure Cast - \$322,656.25 (inclusive of bond 1% and sales tax 8.375%)
All About Building, Inc. - \$368,000
Black Castle Construction - \$383,500

The Per Capita Grant of \$182,536 will be used to partially fund the restroom and concession stand. Using the grant funds for this item will lessen the paperwork burden resulting from receiving State grant funds.

ADA Walkways

Bids for the ADA walkways were posted in the Modesto Plan Room and on the City's website on March 30th, in addition, staff reached out to contractors that might be interested in bidding on the project. Bids were due on May 10th and the following seven bids were received with MHK Construction posting the lowest responsible bid at \$138,814.

MHK Construction - \$123,018 + \$15,796 for additional scope - Total \$138,814
McFadden – \$123,970 - did not bid additional scope

Consolidated Engineering, Inc. – \$129,000 – bonds not included and did not bid additional scope
CLS Landscape & Concrete – \$185,000
United Pavement Maintenance - \$198,530
Westside Landscape & Concrete – 209,317.03
Sinclair - \$255,000

At the Mandatory Bid Walk, staff discussed with contractors potentially making rounded corners at each 90% angle. After the bids were received, staff reached out to the bidders to request bids on the additional scope that included radiused corners at every 90-degree change of direction on the walkway and supplying a concrete pump for each concrete pour to minimize damage to existing grass areas. MHK Construction was the only bidder who returned a proposal for the two additions to the scope.

Environmental Review

This project is categorically exempted according to Title 14, Chapter 3, Article 19 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), in accordance with Section 15301 "Existing Facilities."

Fiscal Impact:

The total cost for these two projects is expected to be \$461,470.25 each with an additional 10% contingency, a potential additional cost of \$46,147.03. Funds for this project are available through the Parks Per Capita Grant in the amount of \$182,536, and Fund 453, Park Development Impact Fees in the amount of \$325,081.28. The Parks Development Impact Fee Fund has a current balance of \$581,700 and if these two projects are approved, the balance would be approximately \$256,618.72 after the Project is completed.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2023-29**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING A CONTRACT FOR THE PURCHASE AND DELIVERY OF THE RESTROOM AND CONCESSION STAND AT LEBRIGHT FIELDS TO STRUCTURE CAST IN THE AMOUNT OF \$322,656.25 WITH A 10% CONTINGENCY AND A CONTRACT FOR THE CONSTRUCTION OF ADA WALKWAYS AT LEBRIGHT FIELDS TO MHK CONSTRUCTION IN THE AMOUNT OF \$138,814 WITH A 10% CONTINGENCY

WHEREAS, on March 27, 2023, the City Council approved the Lebright Renovation project including the new restroom/concession stand, paving and striping the parking lot including required storm drains, an ADA pathway around the outside of the park with cutouts that will allow a wheelchair to turn around, and rebuilding the park's main electrical backboard and upgrades needed to the existing electrical; and

WHEREAS, additional work is needed to complete the project including the demotion of the old concession stand, grading, moving the utilities, pouring concrete around the new restroom and tie-in to the existing monument area, and replacing electrical units and the backboard that the electrical components are mounted on; and

WHEREAS, the request for bids for the restroom/concession stand project, and the request for bids for the ADA walkways project was posted on March 30, 2023; and

WHEREAS, Structure Cast is the lowest responsible bidder for the restroom/concession stand project in the amount of \$322,656.25, and MHK Construction is the lowest responsible bidder for the ADA walkways project in the amount of \$138,814.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby award a contract for the purchase and delivery of the restroom and concession stand at Lebright Fields to Structure Cast in the amount of \$322,656.25 with a 10% contingency and a contract for the construction of ADA walkways at Lebright Fields to MHK Construction in the amount of \$138,814 with a 10% contingency and authorize the City Manager to execute both contracts inclusive of final edits by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 12th day of June 2023, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

»
»
»

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk

Project Description:

The City of Hughson is looking to replace the existing concession stand at LeBright Field with a new pre-cast concrete restroom/concession combination building. Lebright Park is located on the corner of Fox Rd and Charles Ave in Hughson. See attached map for location of project. The building supplier will be responsible for the following scope:

Project Scope:

- 1) The contractor shall be responsible for the delivery to the jobsite including unloading and setting the building on the City prepared/graded site. The City will have all sewer, water, and electrical stub-ups in place, per supplier's specifications, before delivery of unit.
- 2) The building is to be constructed in a PCI and NPCA Certified plant.
- 3) The contractor shall provide submittals, shop drawings and engineering included in their pricing, based upon design loads and any geotechnical report provided.
- 4) The building will be supplied with precast walls, floor and roof. Exterior walls are light etch, color to be determined.
- 5) Interior and exterior are to be stained with a color to be determined. The floor is to be covered and painted with a two-part epoxy.
- 6) Concrete is to be 5000 psi with ASTM A615 grade 60 non-epoxy reinforcement steel.
- 7) Joint caulking to be Sikaflex-1A inside and outside.
- 8) All panel connections are to be welded, hot dipped galvanized ASTM A283 grade C steel.
- 9) All doors are to be heavy duty, galvanized steel painted, color to be determined. Hinges and hardware are to be stainless steel. Door hardware includes a closer, drip vent and kickplate.
- 10) The concession area will have a roll-up concession window with a stainless-steel counter. There also will be a utility sized stainless-steel sink with an in-line water heater within the area.
- 11) The bathroom areas will have stainless steel toilets, sinks, electric hand dryers, mirrors, toilet paper holders, seat paper holders and soap dispensers.
- 12) All rooms will have a minimum of one skylight and an auto-on wall mounted ventilation fan.
- 13) The building will be a CXT Keystone model or equal.
- 14) The building to be quoted is a four-unit ADA men's and women's restroom/concession.
- 15) The contractor shall submit drawings of the proposed unit with their bid. The City will determine if the submitted restroom/concession meets the "or equal" requirements. Bids may be rejected based upon not meeting this requirement.
- 16) Bids shall include all delivery, unloading, setting of unit and sales tax for the City of Hughson.
- 17) The contractor shall be responsible to provide all materials, labor and equipment needed to complete this scope.
- 18) According to the terms of the State grant, we will need to receive a minimum of three bids. If three bids are not received, the City may have to restart the bidding process.
- 19) The contractor understands that all "on-site" labor will be done at prevailing wage rates. The quote must reflect the most recent prevailing wage determination or as amended from time to time:
<https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>
- 20) The contractor shall be responsible for the proper disposal of any project waste.
- 21) The contractor shall be responsible for the protection of any materials or equipment left on site during non-working hours.
- 22) The contractor shall be responsible for any required building permits and inspections. Permit fees will be waived by the City.

- 23) The contractor is responsible for any required USA surveys. Any damage, because of not getting a survey, will be the contractor's sole responsibility.
- 24) The contractor shall provide their DIR number, proof of insurance and W-9 per City requirements.
- 25) According to contracting law, the contractor shall provide payment and performance bonds on work totaling \$25k or more.
- 26) There will be a mandatory bid walk at 10:00 on May 8th. Meet at the City Hall entrance located at 7018 Pine St. Hughson.
- 27) Bids will be due on May 15th at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
- 28) If you have any questions, please contact Bill Newlin at 209-617-7850.

- 1. The winning bidder will be required to sign the City of Hughson's standard construction contract. The standard contract form is located at the City of Hughson website. WWW.HUGHSON.ORG
- 2. If a traffic control plan is being asked for, the TCCP can be simple and straightforward.
- 3. Temporary closure to prevent public access at the end of the day is required.
- 4. Any permits required are to be applied for by the contractor at no cost.
- 5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.
- 6. See City contract form for insurance and indemnity requirements.

Required Contractor's License(s): Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid contractor's license, covering this type of work, at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

Required Contractor and Subcontractor DIR Registration: The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial 10 Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

Substitution of Securities: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City of Hughson or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City of Hughson. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

Labor Code Compliance: Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

Prevailing Wage Laws: The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Hughson, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City of Hughson will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

Payroll Records and Prevailing Wage Monitoring: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City of Hughson on a weekly basis.

Reservation of Rights: The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

Bid Protest Procedure: Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid posting of the informal bids received by the cutoff date and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.

2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

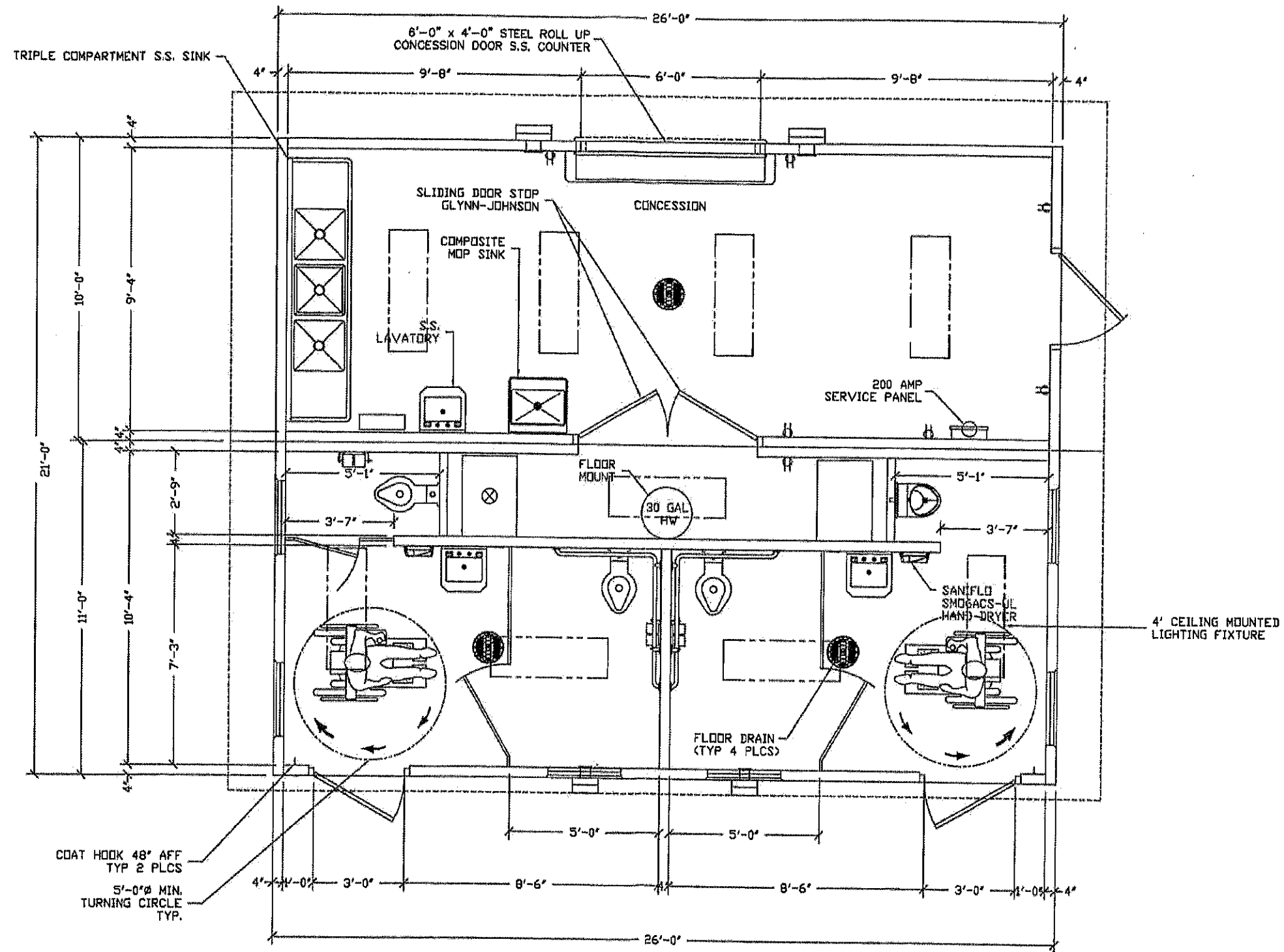
5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

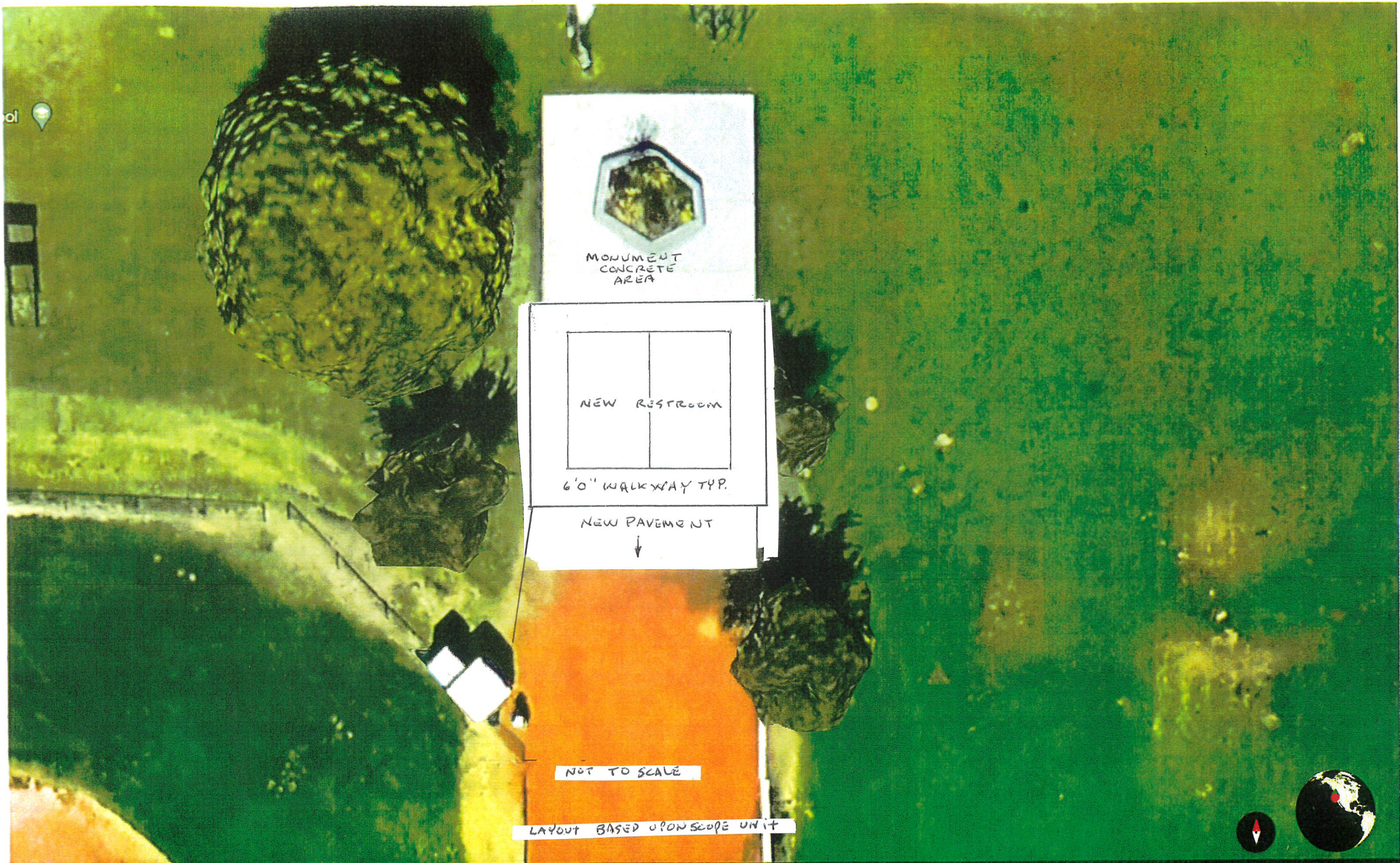
6. City's Decision. The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

Exclusive Remedy. The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

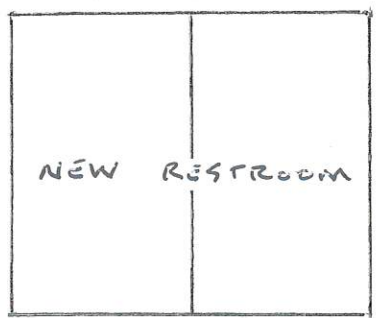
8. Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

9. Rejection of All Bids. The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.





MONUMENT
CONCRETE
AREA



NEW RESTROOM

6'0" WALKWAY TYP.

NEW PAVEMENT



NOT TO SCALE

LAYOUT BASED UPON SCOPE UNIT

May 15, 2023
Proposal #23-101019



STRUCTURE CAST

...High Performance Precast

CREATING PRECAST SOLUTIONS SINCE 1974
WOMEN OWNED SMALL BUSINESS – WOSB 160389
WOMEN BUSINESS ENTERPRISE – WBE 1600356

CALIFORNIA LICENSE # 774870
DIR #100000000308
CA CERTIFIED SBE #42811

To: Estimating

Subject: 21' X 26' Four Unit, All-Gender, ADA Restroom with Concession

Qty.	Description	Price
1	21' X 26' Easi Set Precast Concrete Restroom/Concession	\$289,500
	Delivery	\$ 5,500
		\$295,000

Delivery included, add appropriate sales tax, if required

Inclusions and Clarifications: *Please review carefully*

- Delivery to jobsite included unloading and setting included. Davis-Bacon wages included for site install.
- Grading and pad design provided; foundation graded and compacted by others.
- Submittals, shop drawings and engineering included based on the design loads and the geotechnical report provided. Design by a licensed California P.E.
- Building complete with precast concrete walls floor and roof. Floors and roof are post-tensioned with the patented Easi Set System.
- Exterior walls are light etch and roof are cedar shake mold, colors to be determined.
- Interior and exterior are stained with a color TBD and the restroom floors are coved and painted with two part anti-skid epoxy.
- 5000 psi concrete with Xypex integral waterproofing and ASTM A615 Grade 60 non epoxy reinforcement.
- Joint caulking inside and out with Sikaflex-1A.
- There are 4 Lexan windows and two wall vents.
- All panel connections are welded hot dipped galvanized steel ASTM A283 Grade C.
- Galvanized steel doors are painted with a color to be chosen. Hinges and hardware are stainless steel. Door hardware includes, door lever, closer, drip and vent.
- Concession includes two roll up concession window with stainless steel counters. Concession is plumed and outfitted with a stainless steel triple compartment sink and a mop sink.
- Building has an inline water heater, and each room has a floor drain.



PRECAST BUILDINGS
Easi-Set • Easi-Span



8261 McCutchen Road – Bakersfield – California 93311
P 661-833-4490 – F 661-280-5626 – www.structurecast.com

Page 1 of 3

May 15, 2023
Proposal #23-101019



STRUCTURE CAST

...High Performance Precast

CREATING PRECAST SOLUTIONS SINCE 1974
WOMEN OWNED SMALL BUSINESS – WOSB 160389
WOMEN BUSINESS ENTERPRISE – WBE 1600356

CALIFORNIA LICENSE # 774870
DIR #100000000308
CA CERTIFIED SBE #42811

Subject: 21' X 26' Four Unit, All-Gender, ADA Restroom with Concession

Inclusions and Clarifications: *(continued)*

- Bathroom fixtures are stainless steel, sinks, toilets, urinal, hand dryers, mirror, toilet paper holder, seat paper holder and soap dispenser. Bathroom partitions are composite.
- The building has a 200 amp electric service and eight wall outlets in the concession room and a GFI outlet in each bathroom. There is dusk to dawn LED Lighting above each door.
- All three rooms have auto on LED bar lighting and wall vent fans.
- Building has an Elkay high low ADA drinking fountain with a bottle fill.
- Access required for a 120-ton crane, a tractor with a 40' lowboy trailer.
- Monthly progress payments shall be made for completed products stored at StructureCast.

Exclusions:

- Barricades, flagmen, traffic control, setting lines and grades, site plans drawings, permits.
- Site foundation and grading. Site repair, prep and re-grading from delivery is by others.
- All underground conduits, plumbing electrical or water.
- StructureCast is a PCI and NPCA Certified Plant, outside testing by others if required.
- If Performance and Payment Bond is required, cost to be paid by the Customer. Bond rate is 1%.

Delivery Schedule:

- Drawings and submittals will be delivered for approval by Owner within 20 calendar days of receipt and acceptance of purchase order.
- Any resubmittal will be returned to Owner with corrections within 10 calendar days.
- Buildings will be procured and manufactured for delivery to project site 40 calendar days from complete approval of submittals and a notice to proceed.
- Building will be installed in one day at site when ready. Five days are required to coordinate crane and delivery permits. Installation is continuous.
- All warranty and As-build documentation will be delivered to Owner within two weeks of completion of the building.



PRECAST BUILDINGS
Easi-Set • Easi-Span



8261 McCutchen Road – Bakersfield – California 93311
P 661-833-4490 – F 661-280-5626 – www.structurecast.com

Page 2 of 3

May 15, 2023
Proposal #23-101019



STRUCTURE CAST

...High Performance Precast

CREATING PRECAST SOLUTIONS SINCE 1974
WOMEN OWNED SMALL BUSINESS – WOSB 160389
WOMEN BUSINESS ENTERPRISE – WBE 1600356

CALIFORNIA LICENSE # 774870
DIR #100000000308
CA CERTIFIED SBE #42811

Subject: 21' X 26' Four Unit, All-Gender, ADA Restroom with Concession

Terms: Net 30 for product produced and stored in the StructureCast yard. A 2% prompt payment discount is allowed for invoices paid within 10 days. Payments on billing are to be current before delivery commences. No Retention. If it becomes necessary to enforce the provisions of this agreement or to obtain redress for the breach or violation of any of its provisions, StructureCast shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees and interest. If liquidated damage clauses are to be a part of StructureCast's contract, add five times their daily amount to the total of this proposal.

Scheduling of delivery: StructureCast will send a shipping confirmation for acceptance by the owner to be signed and returned three days prior to delivery. The shipping confirmation indicates that the site is prepared and compacted for acceptance of the building and that the crane and truck and trailer have proper and safe access to the site for unloading and setting the building.

Delivery Standby Time: One installation set up is included in this proposal. Should StructureCast be delayed because of corrections needed due to misplaced utilities, improper site preparation, site obstructions, or extra work not in our scope, the crew will be charged at \$400. per hour. The crane will be charged at \$500 per hour and trucking standby is charged at \$175. per hour.

Proposal: Proposal is valid for 90 days from the first date mentioned. By accepting this proposal and, or awarding a contract to StructureCast, you agree that this proposal document will be a part of your formal contract whether such contract so provides or contains an integration clause.

Service Charge: Service Charge of 1.5% monthly will be assessed on all past due accounts

Proposal submitted by Brent Dezember

661-301-2624

brent@structurecast.com

This proposal document must accompany all orders with the proper acknowledgement and acceptance of the above terms and conditions and are verified by the signature below. All precast products will be produced as per the approved StructureCast shop drawings. It is the sole responsibility of the contractor to confirm that the StructureCast shop drawings meet or exceed all plan and specification requirements. Should any terms of this proposal be changed in the customers proposed purchase order StructureCast reserves the right to rescind the proposal.

Signature

Date

Brent Dezember

Brent Dezember



PRECAST BUILDINGS

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Page 3 of 3

Project Description:

The City of Hughson is looking to install an ADA walkway around LeBright Park as shown on attached drawing. Scope as described below. Lebright Park is located at the corner of Charles St. and Fox Rd. in Hughson, CA

Project Scope:

- 1) There is approximately 1450' of 6' wide walkway and (6) 10' X 20' wheelchair parking areas.
- 2) The concrete for this scope is to be 4" thick and a minimum of 5 sack mix.
- 3) The contractor shall be responsible for measuring the length and including it in their quote. There will be no change orders due to under bidding the length of work.
- 4) All walkways will be 6' wide and will meet ADA specifications for slope, both lengthwise and sideways. All transitions shall meet ADA specifications.
- 5) The sidewalk may need to be diverted around existing obstacles. Any additional length created by these diversions shall be included in the contractor's quote.
- 6) All concrete will be finished with a light broom finish.
- 7) The sidewalk shall be joined with the Starn Park walkway at the Northwest corner.
- 8) The contractor shall schedule each day's work so that all pours are complete, finishing and all. Prep for the next day's pour is at the discretion of the contractor. The contractor shall be responsible for the protection of each day's pour and remaining forms through the night or weekend.
- 9) The contractor shall be responsible for hauling any spoils away from the site and properly disposing of them.
- 10) The contractor shall do their best not to damage any water or irrigation systems. If such damage occurs, the contractor shall immediately contact the City and coordinate the repairs.
- 11) The contractor shall be responsible for inflicting as little damage as possible to the grass areas. These areas will be impossible to avoid accessing the concrete run. Any major divots or tracks will need to be back filled after work is complete.
- 12) The contractor shall be responsible to provide all materials, labor and equipment needed to complete this scope.
- 13) The contractor understands that all "on-site" labor will be done at prevailing wage rates. The quote must reflect the most recent prevailing wage determination or as amended from time to time:
<https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>
- 14) The contractor shall be responsible for the proper disposal of any project waste.
- 15) The contractor shall be responsible for the protection of any materials or equipment left on site during non-working hours.
- 16) The contractor shall be responsible for any required building permits and inspections. Permit fees will be waived by the City.
- 17) The contractor is responsible for any required USA surveys. Any damage, because of not getting a survey, will be the contractor's sole responsibility.
- 18) The contractor shall provide their DIR number, proof of insurance and W-9 per City requirements.
- 19) According to contracting law, the contractor shall provide payment and performance bonds on work totaling \$25k or more.
- 20) There will be a mandatory bid walk at 10:00 on May 3rd. Meet at the City Hall entrance located at 7018 Pine St. Hughson.
- 21) Bids will be due on May 10th at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
- 22) If you have any questions, please contact Bill Newlin at 209-617-7850 or Jose Vasquez at 209-505-3049.

1. The winning bidder will be required to sign the City of Hughson's standard construction contract. The standard contract form is located at the City of Hughson website. WWW.HUGHSON.ORG
2. If a traffic control plan is being asked for, the TCCP can be simple and straightforward.
3. Temporary closure to prevent public access at the end of the day is required.
4. Any permits required are to be applied for by the contractor at no cost.
5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.
6. See City contract form for insurance and indemnity requirements.

Required Contractor's License(s): Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid contractor's license, covering this type of work, at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

Required Contractor and Subcontractor DIR Registration: The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial 10 Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

Substitution of Securities: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City of Hughson or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City of Hughson. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

Labor Code Compliance: Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

Prevailing Wage Laws: The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Hughson, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City of Hughson will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

Payroll Records and Prevailing Wage Monitoring: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City of Hughson on a weekly basis.

Reservation of Rights: The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

Bid Protest Procedure: Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid posting of the informal bids received by the cutoff date and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.

2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

6. **City's Decision.** The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

Exclusive Remedy. The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

8. Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

9. Rejection of All Bids. The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.



Date of Proposal: May 10, 2023

Re: Lebright Perimeter ADA Walkways

MHK Construction Inc. proposes to furnish all labor, material, and equipment necessary to complete the following work at the subject site. (DIR #1000043458)

Job to be completed as follows:

1. Concrete

- Excavate to a depth of 6" on approx. 9,900 SF and haul off-site. (1,450 LF x 6' wide & 6 EA 10'x 20')
- Fine grade and compact subgrade on approx. 9,900 SF. (1,450 LF x 6' wide & 6 EA 10'x 20')
- Form for new 6" concrete sidewalk on approx. 9,900 SF. (1,450 LF x 6' wide & 6 EA 10'x 20')
- 6" concrete sidewalk on approx. 9,900 SF. (1,450 LF x 6' wide & 6 EA 10'x 20')
- Strip new concrete sidewalk and backfill along new concrete with native materials.
- Any areas in existing lawn which develop low spots due to traffic by construction crews will be fine graded by using on-site dirt materials.

Total \$123,018.00

Project coordinator confirmed with MHK on 5/25/23 that bid is inclusive of bonds in accordance with the scope of work.

Exclusions

- ◆ Permits, fees, or bond premiums
- ◆ Damage to any unmarked utilities
- ◆ Erosion control reporting
- ◆ Staking and or Compaction testing
- ◆ Handling / removal of spoils generated by others
- ◆ Handling / removal of hazardous materials
- ◆ Import or export of structural fill materials
- ◆ Relocation of existing utilities
- ◆ Storm water pollution control, or water treatment
- ◆ Landscape, electrical, building or fence work.
- ◆ Damage to existing roadways or landscape areas
- ◆ Joint sealant
- ◆ Wire and rebar
- ◆ Striping or signage

- ◆ Trimming of trees or shrubs
- ◆ Demolition of any benches or poles
- ◆ Traffic control and plan

Conditions

This proposal is based upon the following move-ins = Concrete 1 EA

Any phasing or additional move-ins may result in additional costs

Use of on-site water

MHK to provide proof of insurance, W-9 per City requirements, payment and performance bonds if bid is accepted by the City of Hughson

No weekend work included except for our convenience

Unrestricted access for conventional trucks and equipment to be provided at all times.

In the event of any conflict between language of a contract or other document prepared as a result of this proposal and the language of this proposal, the language of this proposal including but not limited to any conditions or exclusions, shall control.

Scope letter to be incorporated into agreement; proposal is based on the signing of a mutually satisfactory contract.

Please call if you have any questions.

Sincerely,



Chip Kerlee
Estimator
(209) 648-2107



Date of Proposal: May 22, 2023

Re: Lebright Perimeter ADA Walkways

MHK Construction Inc. proposes to furnish all labor, material, and equipment necessary to complete the following work at the subject site. **(DIR #1000043458)**

Job to be completed as follows:

1. Concrete

- Install radiused corners at every 90-degree change of direction on new walkway.

Total \$1,490.00

2. Concrete Pumps

- Supply concrete pump each concrete pour to minimize damage to existing grass areas. (Pump to be used a total of 4 days with hose that ranges from 240 LF to 470 LF)(Includes 6 sack concrete which will allow better flow thru concrete hoses due to length of hoses)

Total \$15,796.00

Exclusions

- ◆ Permits, fees, or bond premiums
- ◆ Damage to any unmarked utilities
- ◆ Erosion control reporting
- ◆ Staking and or Compaction testing
- ◆ Handling / removal of spoils generated by others
- ◆ Handling / removal of hazardous materials
- ◆ Import or export of structural fill materials
- ◆ Relocation of existing utilities
- ◆ Storm water pollution control, or water treatment
- ◆ Landscape, electrical, building or fence work.
- ◆ Damage to existing roadways or landscape areas
- ◆ Joint sealant
- ◆ Wire and rebar
- ◆ Striping or signage

- ◆ Trimming of trees or shrubs
- ◆ Demolition of any benches or poles
- ◆ Traffic control and plan

Conditions

This proposal is based upon the following move-ins = Concrete 1 EA

Any phasing or additional move-ins may result in additional costs

Use of on-site water

MHK to provide proof of insurance, W-9 per City requirements, payment and performance bonds if bid is accepted by the City of Hughson

No weekend work included except for our convenience

Unrestricted access for conventional trucks and equipment to be provided at all times.

In the event of any conflict between language of a contract or other document prepared as a result of this proposal and the language of this proposal, the language of this proposal including but not limited to any conditions or exclusions, shall control.

Scope letter to be incorporated into agreement; proposal is based on the signing of a mutually satisfactory contract.

Please call if you have any questions.

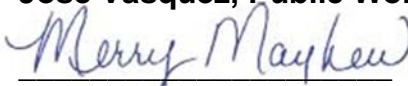
Sincerely,

Chip Kerlee
Estimator
(209) 648-2107



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: June 12, 2023
Subject: Adoption of Resolution No. 2023-30, Awarding the Reconstruction of the Restrooms and Restrooms Entry Way at the Senior Community Center to Thompson Woolley Builders, in the Amount of \$129,350 with a 10% Contingency; and Award the Painting of the Main Hall in the Senior Community Center to Joaquin Painting, in the Amount of \$7,700 with a 10% Contingency; and Authorize the City Manager to Execute the Agreement with Thompson Woolley Builders
Enclosures: Request for Bid – Bathroom Rebuild
Thompson Woolley Proposal
Thompson Woolley Agreement
Request for Bid – Repaint
Joaquin Painting Quote
Presented By: Jose Vasquez, Public Works Superintendent
Approved By: 
City Manager

Staff Recommendations:

Approve Resolution No. 2023-30 authorizing:

- a. the award of the reconstruction of the restrooms and restrooms entryway, at the Senior Community Center to Thompson Woolley Builders, in the amount of \$129,350 with a 10% contingency,
- b. the award of the painting of the Main Hall in the Senior Community Center to Joaquin Painting, in the amount of \$7,700 with a 10% contingency,
- c. the City Manager to execute the agreement with Thompson Woolley Builders, inclusive of final edits by the City Attorney.

Background and Discussion:

On January 8, 2023, at approximately 1:30 AM a fire started in the men's restroom at the Senior Community Center (SCC). After an event, the janitors arrived to clean the SCC and called the Fire Department who arrived and put the fire out.

The City has not yet received the Fire Investigator's report; however, in talking with Chief Berner it appears that the fire is from an unknown source. They discussed the possibility of something hot being set on top of the plastic paper towel holder that is manually operated as the plastic paper towel holder was fully disintegrated. However, there is no evidence of what that item was. The Fire Investigator also looked at the wiring in a nearby electrical outlet, and there were no wiring issues.

City staff notified the City's Risk Management Agency (CSJVRMA) and were told to proceed with getting bids for clean-up. An adjuster toured the facility on January 27th to view the damage and the estimate for the clean-up was given to the adjuster at that time.

The next steps include the reconstruction of the restrooms and entryway, painting the main hall, painting the sound panels, and reinstalling the sound panels. Staff estimates that the SCC will reopen by the end of August.

Restroom Reconstruction

The bid for the restroom reconstruction project was posted on March 6, 2023, in the Modesto Plan Room and the Hughson Chronicle. On March 23, 2023, two proposals were received, with Thomson Woolley as the lowest responsible bidder:

Thompson Woolley Builders -	\$129,500
TGN Build -	\$139,900

Painting of Main Hall

On March 13, 2023, the City Council approved Coit Services' proposal to remediate the smoke damage in the SCC and demolition of the restrooms and entryway. Coit demolished the restrooms and entryway to the restrooms, down to the framing. This was necessary for Coit to treat the studs in the walls as they were heavily affected by smoke. The treatment ensured that the smoke smell was alleviated. In addition, Coit power scrubbed the floor, removed the smoke dust, that could be removed from the SCC's walls, ceiling, sound panels, and the light fixtures in the main hall, and cleaned and deodorized the heating, ventilation, and air conditioning (HVAC) ducting and three rooftop HVAC units. Coit cleaned the smoke damage to the best of their ability; however, there continue to be black streaks on the walls and ceiling of the main hall. Therefore, the walls, ceiling, and sound panels must be repainted.

The request for bids to paint the main hall was posted on May 15, 2023, in the Modesto Plan Room, the Hughson Chronicle and the City's website. On May 31, 2023, five proposals were received, with Joaquin Painting as the lowest responsible bidder:

Joaquin Painting –	\$ 7,700
Lancaster Painting –	\$ 9,997
Anchor Singh Painting –	\$12,000
D & H Painting -	\$12,222
T & S West -	\$20,113

Additional expenses that did not require a bid include:

- repainting the sound panels and the area underneath the panels - \$3,630
- reinstalling the sound panels - \$2,940

The Senior Meals Program was displaced for approximately eight months. The Assembly of God Church in Hughson and the Aging and Veterans Services worked together to provide frozen meals weekly for the seniors to take home.

Fiscal Impact:

The City's CSJVRMA pooled insurance and excess insurance will reimburse the City for the cost of the cleanup and renovation of the SCC minus the City's \$5,000 deductible. Finance will adjust the 2022-2023 and 2023-2024 budgets for the Senior Community Center Fund No. 270 in the amount of the estimated clean-up costs with an offsetting adjustment to revenue from CSJVRMA.

The total estimated cost for the Sr. Community Center Fire is estimated at approximately \$285,163 with the majority of expenses being the remediation of the fire damage and the restrooms reconstruction costs. The full cost of the SCC recovery from the fire damage includes the following:

Fire alarm repair	\$ 806.30
HVAC System evaluation and filter change	\$ 266.00
COIT Services remediation of smoke and demolition of restrooms and entryway	\$134,179.30
Legal Notice for bid	\$ 1,385.65
Restrooms and entryway reconstruction (estimated)	\$129,500.00
Legal Notice for bid (estimated)	\$ 1,385.65
Paint the main hall (estimated)	\$ 7,700.00
Paint acoustic panels	\$ 3,630.00
Reinstall acoustic panels	\$ 2,950.00
Rental of HUSD Reeder Hall for State of the City and a Council Meeting due to a large number of attendees	\$ 160.00
Loss of rental revenue from active reservations	\$ 3,200.00
TOTAL	\$285,162.90

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2023-30**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING THE RECONSTRUCTION OF THE RESTROOMS AND RESTROOM ENTRYWAY AT THE SENIOR COMMUNITY CENTER TO THOMPSON WOOLLEY BUILDERS, IN THE AMOUNT OF \$129,350 WITH A 10% CONTINGENCY; AND AWARDING THE PAINTING OF THE MAIN HALL IN THE SENIOR COMMUNITY CENTER TO JOAQUIN PAINTING, IN THE AMOUNT OF \$7,700 WITH A 10% CONTINGENCY

WHEREAS, on January 8, 2023, a fire started in the men's restroom at the Senior Community Center; and

WHEREAS, City staff notified the City's Risk Management Agency (CSJVRMA) and were told to proceed with getting bids for clean-up, an adjuster toured the facility on January 27, 2023 to view the damage and the estimate for the clean-up was given to the adjuster at that time; and

WHEREAS, the request for bids for the restroom reconstruction project was posted on March 6, 2023 and the request for bids to paint the main hall was posted on May 15, 2023; and

WHEREAS, Thomson Woolley Builders is the lowest responsible bidder for the restroom reconstruction project in the amount of \$129,500, and Joaquin Painting is the lowest responsible bidder for the painting of the main hall project in the amount of \$7,700.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby award the reconstruction of the restrooms and restrooms entryway at the Senior Community Center, to Thompson Woolley Builders in the amount of \$129,350 with a 10% contingency, and award of the painting of the Main Hall in the Senior Community Center to Joaquin Painting, in the amount of \$7,700 with a 10% contingency, and authorize the City Manager to execute the agreement with Thompson Woolley Builders inclusive of final edits by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 12th day of June 2023, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

»

»

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk

Project Description:

The City of Hughson is looking to rebuild the men's and women's bathrooms in the Senior Center. The bathrooms were damaged by a fire in the men's area and will require stripping both bathrooms and the entry area down to the studs. The floors will remain but will require cleaning as part of this scope, as needed. This scope applies to both bathroom areas and the entry area.

Project Scope:

- 1) The contractor shall be responsible to provide temporary lighting, as needed, to perform the work.
- 2) The contractor shall replace all drywall with the type most suitable for a commercial restroom environment.
- 3) The contractor shall provide a 4'0" high wall splash guard/wall protector around the full interior of both restroom areas. Material must be a durable material that's easy to clean. No tile. The contractor will submit samples of possible material candidates for City consideration.
- 4) The contractor shall be responsible to inspect all plumbing and electrical. Any necessary repairs or modifications will be completed before closing the walls up.
- 5) The contractor shall replace all insulation in the walls and ceilings as required by code.
- 6) The contractor shall raise one of the urinals plumbing to adult urinal height before closing the wall up in the men's bathroom area.
- 7) The contractor shall provide all new toilet enclosures and hand railing per latest ADA requirements. The wall materials will be stainless steel or a plastic material with corrosion resistant hardware. The contractor will submit samples of possible material candidates for City consideration.
- 8) The contractor shall provide ADA compliant toilets, toilet paper holders and urinals in the cubical areas.
- 9) The contractor shall provide a diaper changing station in both men's and women's bathrooms.
- 10) The contractor shall provide new sink areas with double sinks, mixing style faucets, paper towel dispensers matching the existing ones, liquid soap dispensers and mirrors.
- 11) The new counter tops shall be a quartz type material. Color to be determined.
- 12) The contractor shall be responsible for all drywall, taping and texturing as required.
- 13) The contractor shall replace all light fixtures with the same brand and model presently installed.
- 14) The contractor shall replace the exhaust fans with commercial grade units.
- 15) The contractor shall repaint the restroom and entry areas with a semi-gloss paint. Brand and color to match main hall wall color.
- 16) The contractor shall be responsible to provide all materials, labor and equipment needed to complete this scope.
- 17) The contractor understands that all "on-site" labor will be done at prevailing wage rates. The quote must reflect the most recent prevailing wage determination or as amended from time to time:
<https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>
- 18) The contractor shall be responsible for the proper disposal of any project waste.
- 19) The contractor shall be responsible for the protection of any materials or equipment left on site during non-working hours.
- 20) The contractor shall be responsible for any required building permits and inspections. Permit fees will be waived by the City.
- 21) The contractor is responsible for any required USA surveys. Any damage, as a result of not getting a survey, will be the contractors sole responsibility.
- 22) The contractor shall provide their DIR number, proof of insurance and W-9 per City requirements.
- 23) According to contracting law, the contractor shall provide payment and performance bonds on work totaling \$25k or more.

- 24) There will be a mandatory bid walk at 10:00 on March 15th. Meet at the City Hall entrance located at 7018 Pine St. Hughson.
- 25) Bids will be due on March 23rd at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
- 26) Any questions, please contact Bill Newlin at 209-617-7850 or Jose Vasquez at 209-505-3049.

1. Winning bidder will be required to sign the City of Hughson's standard construction contract.
2. If traffic Control Plan is being asked for, the TCCP can be simple and straightforward.
3. Temporary closure to prevent public access at the end of the day is required.
4. Any permits required are to be applied for by contractor at no cost.
5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.

Copies of insurance certificates shall be filed with the City.

General Liability Limits - \$1,000,000

BI & PD combined/per occurrence/Aggregate \$1,000,000

Personal Injury/Aggregate \$1,000,000

Workers' Compensation and Employer's Liability – Statutory requirement

Required Contractor's License(s): Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid contractor's license, covering this type of work, at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

Required Contractor and Subcontractor DIR Registration: The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial 10 Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

Substitution of Securities: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City of Hughson or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City of Hughson. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

Labor Code Compliance: Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

Prevailing Wage Laws: The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Hughson, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City of Hughson will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

Payroll Records and Prevailing Wage Monitoring: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City of Hughson on a weekly basis.

Reservation of Rights: The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

Bid Protest Procedure: Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid posting of the informal bids received by the cutoff date and must strictly comply with the requirements set forth in this Bid Protest Procedure.

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3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

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Exclusive Remedy. The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

8. Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

9. Rejection of All Bids. The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.

Thompson Woolley Builders

654 N Yosemite Ave
Oakdale, CA 95361
(209) 844-7710

THOMPSON WOOLLEY
BUILDERS

Estimate

ADDRESS

City of Hughson
7018 Pine Street
Hughson, CA 95326

ESTIMATE

P-23-464

DATE

03/23/2023

DESCRIPTION

AMOUNT

Pricing based on the revised project scope provided by the city at the pre bid job walk on
3/15/23

129,350.00

Additional Notes

- Furnish all labor, materials, and equipment to complete this scope.
- 4' high splash guard to be FRP
- Plumbing includes modification for one (1) urinal. All water closets and urinals to be manual flush valves, and lavatories with manual, and single handle faucets.
- Partician layout to remain the same

Excludes: Permit and fees, and any work not listed on the project scope.

Includes: Prevailing wage rate DIR#1000942150

TOTAL

\$129,350.00

Accepted By

Accepted Date

Thompson Woolley Builders, Inc. is fully licensed, bonded, and insured.

General Contractor License # 1056927

Page 1 of 1

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129,350.00

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- Partician layout to remain the same

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Page 1 of 1

Project Description:

The City of Hughson is looking to repaint the main hall in the senior center. The project is to cover fire damage that fire clean-up couldn't get down to the original paint color. The building is located at 2307 4th St, Hughson, CA 95326.

Project Scope:

- 1) The contractor is responsible for providing all required prep, masking, and clean-up to make the hall useable for renting again.
 - 2) The contractor shall use Sherwin Williams brand semi-gloss paint number 7631, City Loft color.
 - 3) Anything to do with the restroom or restroom entry area is not included in this scope.
 - 4) The trim appears to be undamaged and is not part of this scope. If it is determined during repainting that the trim needs attention, that work value will be negotiated.
 - 5) Door jambs facing the main hall area will receive a coat of paint but doors will not require one.
 - 6) The contractor shall not disrupt the planning office area work in any way.
 - 7) The contractor shall be responsible to provide all materials, labor and equipment needed to complete this scope.
 - 8) The contractor understands that all "on-site" labor will be done at prevailing wage rates. The quote must reflect the most recent prevailing wage determination or as amended from time to time:
<https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>
 - 9) The contractor shall be responsible for the proper disposal of any project waste.
 - 10) The contractor shall be responsible for the protection of any materials or equipment left on site during non-working hours.
 - 11) The contractor shall be responsible for any required building permits and inspections. Permit fees will be waived by the City.
 - 12) The contractor is responsible for any required USA surveys. Any damage, because of not getting a survey, will be the contractor's sole responsibility.
 - 13) The contractor shall provide their DIR number, proof of insurance and W-9 per City requirements.
 - 14) According to contracting law, the contractor shall provide payment and performance bonds on work totaling \$25k or more.
 - 15) There will be a mandatory bid walk at 10:00 on May 24th. Meet at the City Hall entrance located at 7018 Pine St. Hughson.
 - 16) Bids will be due on May 31st at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
 - 17) If you have any questions, please contact Bill Newlin at 209-617-7850.
-
1. The winning bidder will be required to sign the City of Hughson's standard construction contract. The standard contract form is located at the City of Hughson website. WWW.HUGHSON.ORG
 2. If a traffic control plan is being asked for, the TCCP can be simple and straightforward.
 3. Temporary closure to prevent public access at the end of the day is required.
 4. Any permits required are to be applied for by the contractor at no cost.
 5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.
 6. See City contract form for insurance and indemnity requirements.

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1004 Carver Road Modesto, CA 95350
Phone (209) 529-8811 Fax (209) 529-4205
License #489147

Estimate

DATE	Estimate #
5/25/2023	14619

CUSTOMER
City of Hughson 7018 Pine Street Hughson, CA 95326

ESTIMATOR	PROJECT
VCJ	City of Hughson

WORK DESCRIPTION	TOTAL
Interior - Main Hall Area: -Paint ceilings and walls (1 color / 1 sheen) -Includes one coat of Shellac and 2 coats of finish Materials & Labor = Notes: -Project bid at prevailing wage -Does not include trim, offices, or restrooms	7,700.00
We look forward to doing business with you! Check out our Website at www.joaquinpainting.com	TOTAL \$7,700.00