



CITY OF SOLEDAD
JOINT CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AND SUCCESSOR
HOUSING AGENCY SPECIAL MEETING AGENDA

TUESDAY, APRIL 9, 2024

CITY HALL, COUNCIL CHAMBERS

6:30 PM

The public meeting will open at 6:30 p.m. and, after taking public comment for closed session items, the Council will immediately recess to closed session.

Join Zoom Meeting

<https://cityofsoledad.zoom.us/j/86955374510>

Or Call

1-669-900-6833 and use Meeting ID: 869 5537 4510

Welcome to your City of Soledad City Council/Successor Agency Meeting. Your City
Councilmembers/Agencymembers are:

Mayor Anna Velazquez
Mayor Pro Tem Maria Corralejo
Councilmember Fernando Cabrera
Councilmember Fernando Ansaldo-Sánchez

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC COMMENT - CLOSED SESSION ITEMS**

At this time, any member of the public may address the Council/Agency on Closed Session items appearing on the agenda. Speakers shall have limited time of three (3) minutes. Please be brief and to the point.

IV. CLOSED SESSION

A Closed Session will be held immediately prior to the open public meeting, and will begin at 6:30 p.m. The open public meeting will begin at 7:00 p.m., or soon thereafter as the Closed Session is concluded or adjourned for consideration and conclusion at the end of the open public meeting.

1. The City Council of the City of Soledad will recess to closed session to meet with its designated representatives regarding labor relations matters pursuant to Government Code Section 54957.6. The employee organizations are the Soledad Police Officers' Association (SPOA), SEIU Local 521 General Unit and SEIU Local 521 Mid-Management Unit and unrepresented employees.

V. CLOSED SESSION REPORTS

VI. PLEDGE OF ALLEGIANCE

VII. ADDITIONS/MODIFICATIONS TO THE AGENDA

VIII. PUBLIC COMMENT

At this time any member of the public may address the City Council on items not appearing on the agenda and items of interest to the public that are within the jurisdiction of the Council. In order to assist the City in both conducting efficient and orderly meetings and keeping accurate meeting records, we request that you complete A public comment card. The public comment card should be filled out completely to ensure the speaker is called upon to give comment. However, use of a card is optional and is not required to provide public comment. Public comments are generally limited to three (3) minutes; the mayor may further limit the time for public comments depending on the agenda schedule. Please be brief and to the point. No action or discussion shall be taken on an item not appearing on the agenda.

IX. CONSENT

1. Resolution No. 6068, A Resolution of the City Council of the City of Soledad Approving Task Order No. 2, Amendment No. 3 with Harris & Associates for City Engineering and Staff Augmentation Services and Authorizing the City Manager to Execute Said Amendment on Behalf of the City of Soledad

Attachments:

[Staff Report](#)

[Resolution No. 6068](#)

[Exhibit A - TO No. 2 Amendment No. 3](#)

X. BUSINESS

1. Resolution No. 6069, a Resolution of the City Council of the City of Soledad Approving a Contract for Construction Services with David Construction & Management, Inc. In an Amount of \$749,685.13 Plus a 5% Contingency for a Total Not to Exceed Amount of \$787,169 for the Soledad Community Center Modernization Project and Authorizing the City Manager to Execute said Contract on Behalf of The City of Soledad

Attachments:

[Staff Report](#)

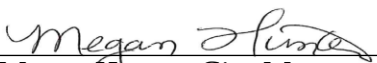
[Resolution No. 6069](#)

[Exhibit A - David Construction Contract with Bid Proposal.pdf](#)

COUNCIL ACTION: _____

XI. ADJOURNMENT

XII. CERTIFICATION


Megan Hunter, City Manager

04/08/2024
Date

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact Deputy City Clerk Darlene Noriega at (831) 223-5014. Notification of at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (RCRF 35.102-35.104).

“Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 248 Main Street, Soledad, California during normal business hours.”

En caso que usted necesite ayuda en leer o en entender este aviso de Junta Publica, usted puede ponerse en contacto con la oficina del Edificio Municipal en 248 Calle Main o llamar al número (831) 223-5014, y el aviso será traducido para usted.

Advanced submittal of public comments via email are due by 2:00 P.M. on the day of the scheduled meeting to the Deputy City Clerk at darlene.noriega@cityofsoledad.com. Comments are limited to 250 words or less and effort will be made to read your comment into the record, but some comments may not be read due to time limitations. The City Clerk will read email comments, provided that the reading shall not exceed three (3) minutes. The email comments submitted shall become part of the record.

Comentarios públicos por correo electrónico deben realizarse no más tarde de las 2:00 p.m. el día de la reunión programada y deben ser enviados al Secretario de la Ciudad a darlene.noriega@cityofsoledad.com. Los comentarios son limitados a 250 palabras o menos y se hará un esfuerzo para leer su comentario en el registro, pero es posible que algunos comentarios no se lean debido a limitaciones de tiempo. El Secretario de la Ciudad leerá los comentarios por correo electrónico, siempre que la lectura no exceda los tres (3) minutos. Los comentarios enviados por correo electrónico pasarán a formar parte del registro.



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Resolution No. ~~6068~~, A Resolution of the City Council of the City of Soledad Approving Task Order No. 2, Amendment No. 3 with Harris & Associates for City Engineering and Staff Augmentation Services and Authorizing the City Manager to Execute Said Amendment on Behalf of the City of Soledad

TO: Honorable Mayor Velazquez and City Council

FROM: Donald T. Wilcox, Public Works Director

THROUGH: Megan Hunter, City Manager

MEETING DATE: April 9, 2024

Recommendation

It is recommended that the City Council of the City of Soledad adopt Resolution No. 6068, A Resolution of the City Council of the City of Soledad "Approving Task Order No. 2, Amendment No. 3 with Harris & Associates for City Engineering and Staff Augmentation Services and Authorizing the City Manager to Execute Said Amendment on Behalf of the City of Soledad".

Executive Summary

A professional services agreement contract with Harris & Associates has been in place since 2019 for Harris staff to serve as the City Engineer. As discussed during the April 3rd Council meeting, Soledad is not alone in having a 50% vacancy of engineering staff due to an overall shortage of engineers in our area. Soledad has had active recruitments for Associate Engineer for over two years and City Engineer for 11 months. Soledad has also implemented a compensation update for these two positions, hired two separate recruiters and sent recruitment information to the job placement coordinators at Cal Poly, Sacramento State, Fresno State and San Jose State universities, but the competition is fierce for licensed and new engineers. To ensure that the current work program for Public Works moves forward, the City needs to continue this contract with Harris. If the City successfully recruits a City Engineer, a good deal of the services contemplated in this contract may no longer be required.

Background

In 2019, the City Manager entered into a small task order with Harris, followed by a larger task order approved by the Council, for supplemental engineering services while the City Manager was acting as the Interim Public Works Director and during the Public Works Director recruitment period.

On April 7, 2021, Council adopted Resolution No. 5698 authorizing a \$360,000 professional services

agreement contract with Harris & Associates, and Task Order No. 2 to serve as the City Engineer as the Public Works Director at that time was not a CA Licensed Engineer and to help catch up on a large number of backlogged functions due to Public Works Director extended vacancy. The contracted City Engineer task order provided general engineering services for a term of twelve (12) months. The scope of services includes City Engineering Services and General Engineering Services. As City Engineer, Harris would review City projects and Private Development projects that included any public improvements for completeness and technical accuracy, as those documents must be signed by the City Engineer. The scope of General engineering services includes project development, design, and construction inspection support.

Harris & Associates has been providing engineering services for the City since 2013. They have reviewed all current active projects for the City and have extensive corporate knowledge of City Development activity and City Infrastructure. If the City successfully recruits a City Engineer, a good deal of the services contemplated in this contract may no longer be required.

On April 6, 2022, the City Council adopted Resolution No. 5790 authorizing Task Order No. 2, Amendment No. 1 with Harris to extend the contract by two (2) years and approving Task Order No. 2 for On-Call Engineering Services and Task Order No. 3 for Municipal Storm Water Program Support Services for Fiscal Year 2021-2022. Task Order No. 2 was approved in the amount of \$75,000 to address immediate needs for support services with the intent of adding budget when necessary. This action extended the Harris contract to April 30, 2024

On June 21, 2023, the City Council adopted Resolution No. 5959 authorizing Task Order No. 2, Amendment No. 2 with Harris in the amount of \$218,640 to continue to provide On-Call Engineering Services for another year. This time, services included the addition of in-house staff augmentation support at 2-3 days per week. This action was taken due to staff vacancies and the need for engineering support for many capital improvement projects and other efforts in the Public Works Department.

Task Order No. 2, Amendment No. 2 will expire on April 30, 2024, and in order to continue receiving City Engineering and Staff Augmentation services for calendar year 2024, a new task order amendment must be issued. Due to continued vacancies in staff at critical positions within the Engineering and Public Works Department and the city's need for continued services to support a range of tasks, projects, and other activities, staff has requested Harris to prepare a proposal to provide ongoing engineering support services through April 6, 2025.

Review & Analysis

As briefly discussed during the April 3 Council meeting, Soledad is not alone in having a 50% vacancy of engineering staff due to an overall shortage of engineers in our area. Soledad has had active recruitments for Associate Engineer for over two years and City Engineer for 11 months. Soledad has also implemented a compensation update for these two positions, hired two separate recruiters and sent recruitment information to the job placement coordinators at Cal Poly, Sacramento State, Fresno State and San Jose State universities, but the competition is fierce for licensed and new engineers. We did have one applicant and hired that person quickly, however the intense backlog of workload was intimidating, and other offers came in that Soledad could not match, so that position was only filled for two weeks.

As the contract City Engineer for the City of Soledad, Harris has recently completed or is currently working on the following projects:

- Day-to-day engineering and public works department support.
- Preparation of staff reports, resolutions, and presentations to the City Council.
- City-wide Safety Improvements.
- Highway Safety Improvement Program (HSIP) Pedestrian Safety Improvements.
- Safe Routes to School (SR2S).
- Transportation funding programs.
- Grant research and application support.
- Storm Water and Recycled Water Program support.
- Coordination with on-call traffic engineer and on-call land surveyor.

As noted, the previous task order with Harris for supplemental engineering services expires on April 6, 2024. Staff has determined that the supplemental services described in the proposal attached as Exhibit A to the Resolution are still needed and will provide for continuity of services on tasks and projects that have already commenced or are transitioning to City Staff. Harris will perform the services on a time and materials basis in accordance with their standard fee schedule. Harris's proposal reflects a fee estimate of \$288,720 based on estimated hours by staff classification.

Harris has provided excellent service and staff recommends approval of a task order amendment to extend these services until April 6, 2025. Task Order No. 2, Amendment No. 3 will be subject to the same terms and conditions as the original consulting service contract approved by the City Council on April 7, 2021.

Financial Considerations

Funding for this Task Order will come from staff vacancy savings for the vacant but funded City Engineer and Associate Engineer positions. When these positions are filled, the services of Harris will be significantly scaled back and the fee estimate of \$288,720 will be much less.

Alternatives

- Adopt the recommended resolution.
- Do not approve the attached resolution.

Planning/CEQA

None required.

Public Notice Requirements

None required.

Attachment(s):

Resolution No. 6068

Exhibit A - TO No. 2 Amendment No. 3

RESOLUTION NO. 6068

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING TASK ORDER NO. 2, AMENDMENT NO. 3 WITH HARRIS &
ASSOCIATES FOR CITY ENGINEERING AND STAFF AUGMENTATION SERVICES
AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT ON
BEHALF OF THE CITY OF SOLEDAD**

WHEREAS, on April 7, 2021, Council adopted Resolution No. 5698 authorizing a \$360,000 professional services agreement contract with Harris & Associates, and Task Order No. 2 to serve as the City Engineer as the Public Works Director at that time was not a CA Licensed Engineer, and to help catch up on a large number of backlogged functions due to Public Works Director extended vacancy; and

WHEREAS, on April 6, 2022, the City Council adopted Resolution No. 5790 authorizing Task Order No. 2, Amendment No. 1 with Harris to extend the contract by two (2) years; and

WHEREAS, on June 21, 2023, the City Council adopted Resolution No. 5959 authorizing Task Order No. 2, Amendment No. 2 with Harris in the amount of \$218,640 to continue to provide On-Call Engineering Services for another year; and

WHEREAS, Task Order No. 2, Amendment No. 2 will expire on April 6, 2024, and in order to continue receiving City Engineering and Staff Augmentation services for calendar year 2024, a new task order amendment must be issued; and

WHEREAS, staff has determined that the supplemental services, as set forth in Exhibit A to this Resolution, are still needed and will provide for continuity of services on tasks and projects that have already commenced or that are in the process of transition to City Staff; and

WHEREAS, Harris will perform the services on a time and materials basis in accordance with their standard fee schedule. Harris's proposal reflects a fee estimate of \$288,720 based on estimated hours by staff classification; and

WHEREAS, in order to augment City services, complete certain projects, and assist with the transition of ongoing work, staff recommends approval of a new task order with Harris & Associates to provide city engineering and staff augmentation services until engineering staff vacancies are filled; and

WHEREAS, Task Order No. 2, Amendment No. 3 will be subject to the same terms and conditions as the original consulting service contract approved by the City Council on April 7, 2021; and

WHEREAS, Funding for this Task Order will come from staff vacancy savings for the vacant but funded City Engineer and Associate Engineer positions; and

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that Task Order No. 2, Amendment No. 3 with Harris & Associates in an amount not to exceed \$288,720, a copy of which is attached hereto as “**Exhibit A**” and by reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad.

PASSED AND ADOPTED by the City Council of the City of Soledad at a special meeting duly held on the 9th day of April 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

HARRIS & ASSOCIATES
TASK ORDER FOR PROFESSIONAL SERVICES

Task Order No. 02 Amendment No. 3
On-Call Engineering Services
Resolution No. XXXX adopted April 9, 2024

1. Pursuant to the Non-Exclusive Consulting Services Agreement for on-call engineering services Dated April 7, 2021 ("Agreement") between the City of Soledad ("City") and Harris & Associates ("Consultant") City hereby requests that Consultant provide services for the following Project: On-Call Engineering Services.
2. Consultant shall provide the following services: See Attached Proposal.
3. Consultant services for the project are to commence on April 9, 2024.
4. Consultant shall be compensated for its services for the project as follows: See Attached Proposal (\$288,720).

City and Consultant agree to the terms and conditions of this Task Order and upon execution of this Task Order by both parties, this Task Order shall be approved, subject to all terms and conditions contained therein and in the Agreement, and this Task Order shall be appended to and become a part of the Agreement. To the extent there may be a conflict between the consultant proposal terms and the agreement, the City's agreement language prevails.

City of Soledad

By: Megan Hunter

Date: _____

Harris & Associates

By: _____

Date: _____



April 4, 2024

Harris Project #: 1200672002

Mr. Don Wilcox
Public Works Director
City of Soledad

Subject: Task Order 02 On-Call Engineering Services – Amendment #3

Dear Mr. Mr. Wilcox:

Pursuant to your request, Harris and Associates (Harris) has prepared this amendment to continue to provide on-call engineering support services to the City of Soledad, California (City) beyond the end date of our current agreement, which is April 30, 2024, for an additional twelve (12) month period to April 30, 2025.

BACKGROUND

On April 7, 2021, city council adopted Resolution No. 5698 establishing an on-call consultant list of professional services and authorized the execution of a standard city contract with Harris to serve as City Engineer and to provide general engineering services for a twelve (12) month period ending on April 30, 2022.

On April 6, 2022, city council adopted Resolution No. 5790 authorizing contract Amendment No. 1 with Harris to extend the contract by two (2) years and approving Task Order No. 2 for On-Call Engineering Services and Task Order No. 3 for Municipal Storm Water Program Support Services for Fiscal Year 2021-2022. This action extended the Harris contract to April 30, 2024

On June 21, 2023, city council adopted Resolution No. 5959 authorizing contract Amendment No. 2 with Harris to continue to provide On-Call Engineering Services. This time, services included the addition of in-house staff augmentation support. This action was taken due to staff vacancies and the need for engineering support for a high number of capital improvement projects and other efforts in the Public Works Department.

Since the approval of Task Order No. 2, Harris has provided engineering support services for a number of critical and important City projects and tasks including:

- Day to day engineering and public works department support.
- Preparation of staff reports, resolutions, and presentations to city council.
- City-wide Safety Improvements.
- Highway Safety Improvement Program (HSIP) Pedestrian Safety Improvements.
- Safe Routes to School (SR2S).
- Transportation funding programs.
- Grant research and application support.
- Storm Water and Recycled Water Program support.
- Coordination with on-call traffic engineer and on-call land surveyor.

Due to continued vacancies in staff at key positions within the Engineering and Public Works Department and the city's need for continued services to support a range of tasks, projects, and other endeavors, Harris has prepared this amendment to provide ongoing engineering support services through April 30, 2025.

SCOPE OF SERVICES

Harris will provide the following scope of services at the direction of the City:

- Staff Augmentation (in-house and remote).
- Meetings and coordination with city staff, project stakeholders, other contract consultants, and local, regional, and state agencies, as needed to support city projects and tasks.
- Attend Public Works Department Meetings.
- Attend Engineering Department Meetings.
- Attend city council meetings when requested.
- Assistance with city-wide planning efforts related to transportation, utilities, and other public works related activities.
- Assistance with Capital Improvement Program (CIP) development, project planning, delivery and public bidding.
- Assistance with developing Requests for Proposals (RFPs) for City projects and/or to meet City needs.
- Program Management.
- Civil design.
- Development support related to public infrastructure.
- Assistance with grant applications and reporting.

Due to the number, type, and complexity of City projects, tasks and initiatives, Harris will provide a range of staff resources across the following staff classifications:

Engineering

- Principal-in-Charge
- Sr. Project Manager I/Sr. Engineering Manager
- Sr. Project Manager I
- Principal Engineer/QA/QC Manager
- Engineer IV/Deputy Project Manager
- Project Manager II
- Engineer II
- Technical Support
- Administrative

Environmental Planning + Compliance

- Director/Project Manager
- Project Manager/Senior Planner
- Planner/Environmental Analyst
- GIS Specialist

Additional staff resources may be allocated to support the City as needed.

Contract Manager

Services will be managed by Mr. Leon D. Gomez, P.E., Sr. Project Manager. Mr. Gomez will serve as the day-to-day point of contact, and he will provide In-house staff augmentation services with support from Harris staff as needed to support city projects and tasks. Mr. Gomez and the Harris will continue to take direction from the city and will meet regularly to monitor tasks, projects, and related services.

FEE REQUEST

Our fee request for this amendment is \$288,720. This fee is based on an estimate of Mr. Gomez providing an average of 20 hours per week of staff augmentation services plus support from staff at various classifications noted above. Please refer to **Exhibit A Schedule of Hourly Rates**, for our 2024 billing rates by classification.

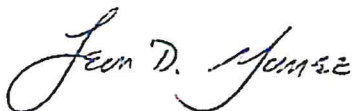
Assumptions:

1. The City will provide overall direction.
2. Services will be provided through April 30, 2025 as described herein.
3. Hours for additional staff support are estimated.
4. Actual hours may be more or less than the estimate shown above based on the actual level of effort needed, number of tasks performed, and frequency of in-house staff augmentation support services.

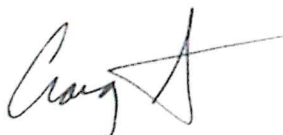
We greatly appreciate your consideration of this amendment.

Sincerely,

Harris & Associates, Inc.



Leon D. Gomez, PE, QSD
Sr. Project Manager – Engineering Services
Tel. (831) 272-4909 ■
Email: Leon.Gomez@WeAreHarris.com



Craig Siefert, PE
Sr. Director – Engineering Services
Tel. (949) 732-6302 ■
Email: Craig.Siefert@WeAreHarris.com

Accepted:

By: City of Soledad

Date

Print Name and Title: _____

Exhibit A

Harris & Associates, Inc.

Schedule of Hourly Rates

Effective January 1, 2024

2024 BILLING RATES BY CLASSIFICATION	HOURLY RATE
Principal-in-Charge/Vice President	\$310 - \$320
Principal-in-Charge/Sr. Director	\$290 - \$310
Principal-in-Charge /Director	\$280 - \$300
Senior Project Manager II	\$270 - \$300
Senior Project Manager I	\$250 - \$270
Project Manager III	\$230 - \$250
Project Manager II	\$210 - \$230
Project Manager I	\$190 - \$210
Principal Engineer II	\$290 - \$300
Principal Engineer I	\$260 - \$290
Senior Engineer III	\$220 - \$250
Senior Engineer II	\$200 - \$220
Senior Engineer I	\$180 - \$200
Engineer IV	\$160 - \$180
Engineer III	\$150 - \$160
Engineer II	\$140 - \$150
Engineer I	\$130 - \$140
Technical Support	\$110 - \$120
Administrative	\$100 - \$110

Notes:

1. Direct expenses, such as permitting fees, printing of plans and specifications, and other expenses in service of the City's projects, will be billed at cost plus a 10% markup.
2. Mileage reimbursement rate will be at current IRS mileage rate.
3. All subconsultant costs are reimbursed as a "direct expense" at actual costs plus a 10% markup (invoice/receipts will be provided)
4. A request for an annual rate adjustment will be submitted in writing for approval. Written justification for the rate adjustment will be submitted each year in alignment with the executed agreement. Said proposed adjustment shall not exceed five percent (5%) or the current Consumer Price Index (CPI) for the region; the larger of the two will govern.



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Resolution No. **6069**, a Resolution of the City Council of the City of Soledad Approving a Contract for Construction Services with David Construction & Management, Inc. In an Amount of \$749,685.13 Plus a 5% Contingency for a Total Not to Exceed Amount of \$787,169 for the Soledad Community Center Modernization Project and Authorizing the City Manager to Execute said Contract on Behalf of The City of Soledad

TO: Honorable Mayor Velazquez and City Council

FROM: Donald T. Wilcox, Public Works Director and Alex Ramos, Assistant Engineer

THROUGH: Megan Hunter, City Manager

MEETING DATE: April 9, 2024

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6069, “Approving a Contract for Construction Services with David Construction & Management, Inc. in an Amount of \$749,685.13 plus a 5% Contingency for a Total Not to Exceed Amount of \$787,169 for the Soledad Community Center Modernization Project and Authorizing the City Manager to Execute said Contract on Behalf of the City of Soledad”.

Executive Summary

The Soledad Community Center was constructed in 1993, and while there have been various repairs over the years, the facility needs to undergo a modernization overhaul. Key improvements have been identified for the kitchen to be brought up to current City and County Health Codes, as well as the gym, stage, and remainder of the facility to address systems such as lighting, heating and cooling, and accessibility improvements. Since most of the funding comes from ARPA and grants, it is critical to execute a contract and start work immediately. The stage lighting and ADA lift were funded in part by a T-Mobile Grant and must be completed by December 31, 2024. Staff, therefore, recommends that the City Council approve a contract for construction services with David Construction & Management, Inc. for the Soledad Community Center Building Modernization Project in a total amount not to exceed \$787,169 as the only responsive bidder.

Background

The Soledad Community Center was constructed in 1993, and while there have been various repairs over the years while leased to the YMCA, the facility is currently in need of a comprehensive overhaul.

The kitchen is presently non-compliant with the County Health Code due to the existing stove hood not having fire suppression, lack of grease trap, porous floor tiles. The kitchen also needs new stoves, heating racks and an ice machine.

Additionally, various upgrades to the Soledad Community Center have been identified and include: the gym and stage lighting upgrades, and replacement of the ADA stage lift that has been inoperable for years. Other components needed to be assessed as they seemed near their end of useful service life and likely need replacement. This includes but is not limited to the interior and exterior doors (to ensure ADA accessibility to the entire facility), emergency generators as the Soledad Community Center acts as an EOC, and parking lot upgrades.

On October 19, 2022, the City Council approved an Agreement between the City of Soledad and In-Studio Architecture for the Design and Construction Management of the Soledad Community Center Remodel Project as Task Order #1. Under this Task Order, In-Studio Architecture (ISA) was tasked with the kitchen remodel design.

On December 7, 2022, the City Council approved Task Order 1B Under an Agreement Between the City of Soledad and In Studio Architecture for the Design and Construction Management of the Soledad Community Center Remodel Project. Under Task Order 1B ISA was to provide a design for the upgrades and repairs identified in the overall facility assessment of the Soledad Community Center.

On December 6, 2023, the City received an award notification that the Community Center received a \$50,000 grant from T-Mobile to fund new stage lighting and an ADA lift. This project must be completed by December 31, 2024.

Review & Analysis

Staff prepared and formally advertised through Planetbids a formal Request for Bids (RFB) from qualified individuals or firms for the Community Center Building Modernization Project. This RFB was bid out on February 27, 2024, and with a close date of March 21, 2024. The City received only one (1) bid from David Construction & Management, Inc. in the amount of \$749,685.13.

This project was advertised with a base bid that included the kitchen remodel, stage lift, and stage lighting and electrical and included three (3) bid alternates. The bid alternates were for the additional upgrades to the gym lighting, restroom remodel, and site work/trash enclosure/parking lot lighting. The alternates totaled an additional \$454,592.90.

Staff reviewed the bid proposal and determined that David Construction & Management, Inc. is a responsive and responsible bidder. David Construction & Management, Inc.'s bid came in higher than the cost estimate of \$600,000, however, given post Covid-19 prices, this discrepancy has been observed across many City Projects and other agency projects in the state. Therefore, Staff recommends approval of a contract with David Construction & Management, Inc. for the construction services in the base bid amount of \$749,685.13 plus a 5% contingency for the Soledad Community Center Modernization Project.

Financial Considerations

The American Rescue Plan Act (ARPA) for the newly approved amount of \$600,000 shall be used to partially fund this project. Additionally, Staff applied for a T-Mobile Hometown Grant for \$50,000 to help cover the cost of the upgrades to the Stage Lift and Lighting. The remaining balance of \$137,169 shall come from the ARPA Fund Interest Earnings.

Alternatives

- Adopt the proposed Resolution.
- Do not adopt the proposed Resolution.

Planning/CEQA

The proposed project is categorically exempt under Class 1 Existing Facilities, having met the qualifying criteria provided under CEQA Guidelines Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Section 15301 provides some, but does not limit project scope to, examples of such projects, including interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. As detailed above, the proposed Project would be categorized under this description.

Public Notice Requirements

None required.

Attachment(s):

Resolution No. 6069

Exhibit A - David Construction Contract with Bid Proposal.pdf

RESOLUTION NO. 6069

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH DAVID
CONSTRUCTION & MANAGEMENT, INC IN AN AMOUNT NOT TO EXCEED OF
\$749,685.13 PLUS A 5% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT
OF \$787,169.40 FOR THE COMMUNITY CENTER BUILDING MODERNIZATION
PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID
CONTRACT ON BEHALF OF THE CITY OF SOLEDAD**

WHEREAS, the Soledad Community Center was constructed in 1993, and while there have been various repairs and replacements over the years, the facility is currently in need of a comprehensive repairs and upgrades project; and

WHEREAS, on October 19, 2022, the City Council approved an Agreement between the City of Soledad and In-Studio Architecture for the Design & Construction Management of the Soledad Community Center Remodel Project; and

WHEREAS, on December 7, 2022, the City Council approved Task Order 1B under an Agreement between the City of Soledad and In-Studio Architecture for the Design and Construction Management of the Soledad Community Center Remodel Project; and

WHEREAS, as the Soledad Community Center Building Modernization Project completed the design phase, Staff prepared and formally advertised through Planetbids for Bids (RFB) from qualified individuals or firms for the construction services for the project, and the RFB was bid out on February 27, 2024 and had a bid close date of March 21, 2024; and

WHEREAS, the City received only one (1) bid proposal from David Construction & Management, Inc. in the amount of \$749,685.13; staff reviewed the bid proposal and determined that David Construction & Management, Inc. is a responsive and responsible bidder; and

WHEREAS, staff, therefore, recommends approval of a contract with David Construction & Management, Inc. for the construction services for the Soledad Community Center Building Modernization Project for the base bid amount of \$749,685.13 plus a 5% contingency in which the City's Standard Contract form will be used; and

WHEREAS, the American Rescue Plan Act (ARPA) for the newly approved amount of \$600,000 shall be used to partially fund this project, the T-Mobil Hometown Grant, if awarded, shall cover an additional \$50,000 for the Stage Lift and Lighting, and the remaining balance shall be covered from the Fund Interest-Earning to cover the remaining balance.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Soledad approve a Construction Services Contract between the City of Soledad and David Construction & Management, Inc. for a total amount not to exceed \$787,169.40 for the Construction Services of the Soledad Community Center Building Modernization Project,

and a copy of the Contract and bid proposal with David Construction & Management, Inc. attached as **“Exhibit A”** and by reference incorporated herein, and the City Manager is authorized and directed to execute the same.

PASSED AND ADOPTED by the City Council of the City of Soledad at a special meeting duly held on the 9th day of April 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Soledad ("Owner") and David Construction & Management Inc. ("Contractor") for work on the Community Center Building Modernization ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on April 9,, 2024, Owner authorized award of this Contract to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents are comprised of the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the payment and performance bonds; the General Conditions; the Supplemental General Conditions, if any; the Project drawings and specifications; the Design Standards and Standard Specifications, Department of Public Works, City of Soledad, 2007 Edition, or as amended; and Change Orders, if any.
3. **Contractor's Services.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents: The Owner shall pay the Contractor Seven Hundred Forty-Nine Thousand Six Hundred Eighty-Five and 13/100 Dollars (\$ 749,685.13-----) (the "Contract Price") in accordance with the payment provisions set forth in the General Conditions.
5. **Time for Completion.** Contractor shall fully complete the Work for the Project, meeting all requirements for Final Completion, within **two-hundred and forty (240) calendar days** from the date of said notification.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Owner may assess liquidated damages in the amount of **One Thousand Dollars (\$1,000.00)** for each day of unexcused delay in achieving Final Completion, and the Contract Price shall be reduced accordingly.
7. **Labor Code Compliance.** This public works Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including, but not

limited to, requirements pertaining to wages, working hours and workers' compensation insurance, as well as provisions pertaining to Department of Industrial Relations registration.

8. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

10. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

	Owner	Contractor
Name	City of Soledad	David Construction & Management, Inc.
Address	248 Main Street	747 Woodbridge St., Ste. 110
City/state/zip	Soledad, CA 93960	San Luis Obispo, CA 93401
Phone	831-223-5000	805-206-8224
Fax	831-678-3965	
Attn:	Alex Ramos	David Pickering
Email	aramos@cityofsoledad.com	david@david-cm.com

11. **General Provisions.**

11.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Owner's written consent. This Contract is binding on Contractor's successors and permitted assigns.

11.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Supplemental General Conditions.

11.3 **Governing Law and Venue.** This Contract shall be governed by California law and venue shall be in the Superior Court of the County in which the Project is located, and no other place.

11.4 **Amendment.** No amendment or modification of this Contract shall be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

11.5 Integration; Severability. This Contract and the Contract Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between Owner and Contractor. If any provision of this Contract, or portion thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract shall remain in full force and effect.

11.6 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party.

The parties agree to this Contract as witnessed by the signatures below:

OWNER:

City of Soledad

s/ _____

Megan Hunter, City Manager

Name/Title [print]

Date: _____

CONTRACTOR:

David Construction Management, Inc.

s/ _____

Name/Title [print]

Date: _____

Contractor's License Number(s)

Expiration Date(s)

Seal:



David Construction & Management, Inc.
747 Woodbridge Street, Suite 110
San Luis Obispo, CA 93401

BID PROPOSAL FOR:

Community Center Building Modernization
@ 560 Walker Drive, Soledad, CA 93960
CIP Number: F23-08

PREPARED FOR:

City of Soledad
248 Main Street
Soledad, CA. 93960

Bid Proposal

Soledad Community Center Building Modernization Project

DAVID CONSTRUCTION & MANAGEMENT, INC ("Bidder") hereby submits this Bid Proposal to the City of Soledad ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price:

Base Bid:

\$ 749,685.13

2. **Bid Alternates.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price:

Alternate #1: Gym Lighting

\$ 128,678.48

Alternate #2: Restroom Remodel

\$ 183,240.01

Alternate #3: Site Work / Trash Enclosure / Parking Lot Lighting

\$ 142,674.41

3. **Bidder's State Registration Number with Department of Industrial Relations:** Bidder provide State Registration number. Bids will not be considered if the registration number is missing
1000449779
4. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>03/04/2024</u>	#05	<u> </u>
#02	<u>03/13/2024</u>	#06	<u> </u>
#03	<u>03/18/2024</u>	#07	<u> </u>
#04	<u> </u>	#08	<u> </u>

5. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

5.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

5.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

- 5.3 Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
- 5.4 Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
- 5.5 Nondiscrimination.** In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
- 5.6 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 6. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
- 6.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
- 6.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
- 6.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
- 7. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

☐ A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$ _____.



A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on March 21, 2024.

s/

s/

[See Section 3 of Instructions to Bidders]

David Pickering / President

Name and Title

David Pickering / Secretary

Name and Title

David Construction & Management, Inc.
 Company Name
 747 Woodbridge St, Ste 110
 Address
 San Luis Obispo, CA 93401
 City, State, Zip
 David Pickering
 Contact Name

1035969, Expires 02/28/26, B Classification
 License #, Expiration Date, and Classification
 1000449779
 DIR Registration #
 (805) 206-8224
 Phone
 david@david-cm.com
 Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Base Bid	1	LS	\$ 653,899.95	\$ 653,899.95
2	Part of Base Bid Stage Lift	1	LS	\$ 72,237.66	\$ 72,237.66
3	Part of Base Bid Stage Lighting & Electrical	1	LS	\$ 23,547.52	\$ 23,547.52

TOTAL BASE BID: Items 1 through 3 inclusive: \$ 749,685.13

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME: DAVID CONSTRUCTION & MANAGEMENT, INC

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,¹ the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK
Porter Winch & Cable Replacement / Controls	BT Mancini Co, Inc.	229210	876 S. Milpitas Blvd Milpitas, CA 95036	1000002989	1.52%
Garventa Lift System / Controls	Hankin Specialty Elevators, Inc.	917257	3237 Fitzgerald Rd, Rancho Cordova, CA 95742	1000005470	3.86%
Bathroom Accessories / Partitions	Murphys Specialties, Inc. DBA Murphy Specialties, Inc.	956735	4992 Allison Parkway, Suite B, Vacaville, CA 95688	1000004027	1.44%
Demolition	Commercial Services and Environmental Solutions DBA Monterey Environmental Solutions and Services	988797	8 Harris Court, Suite E6, Monterey, CA 93940	1000035079	3.16%
Demo / Masonry / Sitework	Grade Break Engineering, Inc.	1027079	PO Box 4957, Salinas, CA 93912	1000049567	6.61%
Gate for Enclosure	McKenzie Productions	1040483	P.O. Box 867, Templeton, CA 93465	1000859298	1.16%
Electrical / Roof Patch	Pac-West General, Inc.	932424	PO Box 3260, San Luis Obispo, CA 93403	1000001398	10.92%
Plumbing	P. Plumbing DBA Get Piped	1054207	1000 Meadowridge Rd, Watsonville, CA 95076	1000439578	5.35%
Mechanical	Val's Plumbing and Heating, Inc.	236164	413 Front St, Salinas, CA 93901	1000002438	9.32%
Sheetmetal / Stainless Steel Counters	Capital Sheet Metal	125327	500 North 16th Street, Sacramento, CA 95811	1000005155	3.07%
Tile	Peerless Tile	1068035	710 Lakeway Dr, Sunnyvale, CA 94085	1000842727	3.63%
Drywall / Plaster / Carpentry / Acoustical Ceiling	South County Drywall & Plastering, Inc.	987621	224 Valle Verde, Hollister, CA 95023	1000003911	2.52%
Painting / Coatings	Cypress Painting & Decorating, Inc.	484643	224 Reindollar, #128, Marina, CA 93933	1000020914	2.01%

END OF SUBCONTRACTOR LIST

¹ For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

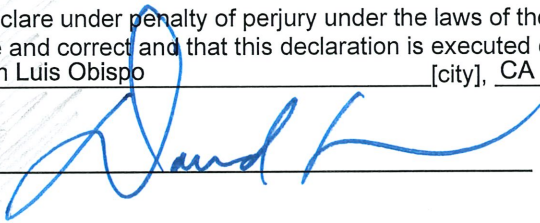
I am the President [title] of David Construction & Management, Inc.
[business name], the party making the foregoing bid.

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

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03/21/2024 [date], at
San Luis Obispo [city], CA [state].

s/


David Pickering / President & Secretary
Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

DAVID CONSTRUCTION & MANAGEMENT, INC. ("Bidder") has submitted a bid, dated MARCH 21ST, 2024 ("Bid"), to the City of Soledad ("City") for work on the Soledad Community Center Building Modernization Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and OLD REPUBLIC SURETY COMPANY, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: KEVIN VEGA

Address: 534 E. BADILLO ST.

City/State/Zip: COVINA, CA 91723

Phone: 626-859-1000

Fax: 626-859-1001

Email: KEVIN@CNDBONDING.COM
4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

[Signatures are on the following page.]

This Bid Bond is entered into and effective on MARCH 20TH, 2024.

SURETY:

OLD REPUBLIC SURETY COMPANY

Business Name

s/

BRITTON CHRISTIANSEN, ATTORNEY-in-FACT

Name, Title

MARCH 20TH, 2024

Date

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

DAVID CONSTRUCTION & MANAGEMENT, INC.

Business Name

s/

David Pickering / President

Name, Title

Date

March 20, 2024

END OF BID BOND



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0061



Signed and sealed at the City of Brookfield, WI this 20TH day of MARCH, 2024.

Karen J. Haffner
Assistant Secretary

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

State of California)

County of SAN LUIS OBISPO)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

Date _____

Here Insert Name and Title of the Officer

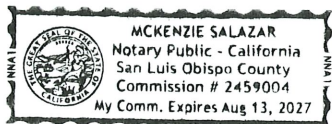
personally appeared BRITTON CHRISTIANSEN

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Msalya

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____