

RESOLUTION NO. 2003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
ACCEPTING A BID OF \$239,900.59 FROM THE
DON CHAPIN COMPANY, INC., FOR THE
1990 ROAD RESURFACING PROJECT

WHEREAS, the City Council of the City of Soledad, by minute order, requested sealed bids for the "1990 Road Resurfacing" Project; (hereinafter the "Project") and,

WHEREAS, the bid of The Don Chapin Company, Inc. in the amount of \$239,900.59 was the lowest most responsible bid submitted for the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOLEDAD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the bid in the amount of \$239,900.59 submitted by The Don Chapin Company, Inc., for the "1990 Road Resurfacing Project" is hereby declared the lowest most responsible bid.

Section 2. That all other bids are hereby rejected.

Section 3. That the City Manager upon the review and consent of the City Attorney and City Engineer is hereby directed to execute a contract with the Don Chapin Company, Inc., the form of which was included as part of the plans and specifications for the subject Project, in the form of the document hereunto attached, marked "Exhibit A" and by reference made a part hereof.

Section 4. That the City Manager is hereby authorized to issue a "Notice to Proceed" to the Don Chapin Company, Inc., upon the review and consent of the City Attorney and City Engineer that all contract requirements pertaining to the project have been fulfilled.

Section 5. That this Resolution shall not be considered as binding the City until all parties have executed the Project agreement.

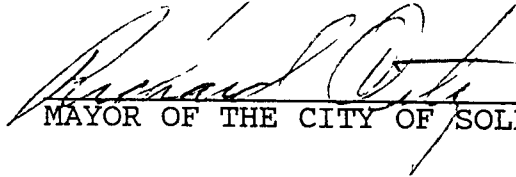
PASSED AND ADOPTED by the City Council of the City of the Soledad at a regular meeting duly held on the 22nd day of

August, 1990, by the following vote:

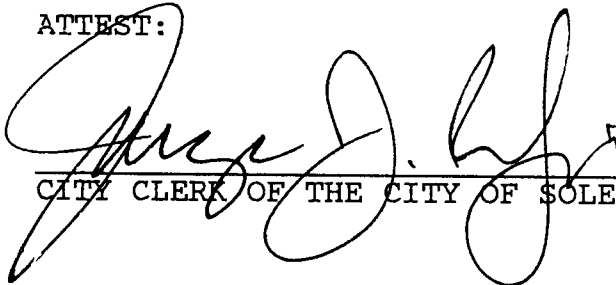
AYES, and in favor thereof, Councilmembers: Manuel Campos, John Holguin, Fred Ledesma, Mayor Pro Tem Joe Ledesma, Mayor Richard Ortiz

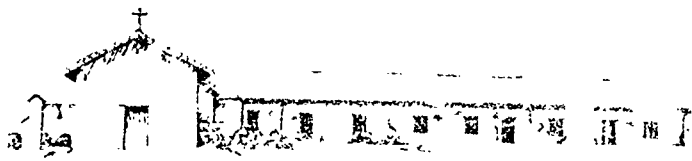
NOES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD



MISSION NUESTRA SENORA DE LA SOLEDAD FOUNDED 1791

City of Soledad

Post Office Box 156
Soledad, California 93960
(408) 678-3963

CONTRACT

This Contract, made and entered into this 4th day of September, 1990, by and between the CITY OF SOLEDAD, a municipal corporation, hereinafter called the "OWNER" and, "THE DON CHAPIN COMPANY, INC.", of 440 Crazy Horse Canyon Road, Salinas, California; hereinafter called the "CONTRACTOR";

WITNESSETH:

The CONTRACTOR, in consideration of the sum to be paid him by the OWNER and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for construction of street rehabilitation improvements to the extent of the Proposal made by the Contractor, dated the 6th day of August, 1990, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the PROPOSAL, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of 7 sheets entitled 1990 Street Projects, dated May, 1990 are hereby referred to and by reference made a part of this CONTRACT as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts of computed as determined by the Contract Documents and based on the said Proposal.

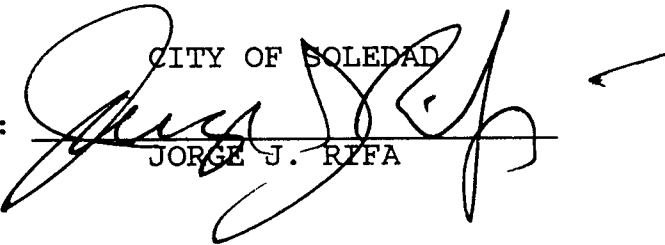
The CONTRACTOR agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of one (1) year after the date of acceptance of the work by the OWNER, and further agrees to indemnify and save the OWNER harmless from any costs encountered in remedying such defects.

Exhibit "A"

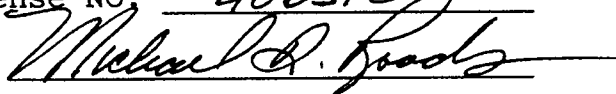
It is agreed the time limit for completion of the Contract, based upon the Proposal shall be the 19th of November, 1990.

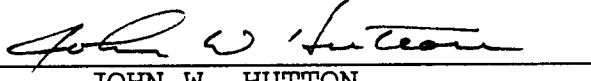
In the event that the CONTRACTOR shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set for the the Contract Documents, liquidated damages shall be paid at the rate of \$300 per day. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this 4th day of September, A.D., 1990.

CITY OF SOLEDAD
By: 
JORGE J. RIFA

THE DON CHADIN Co. INC
CONTRACTOR

License No: 406512
By: 
Title: DIRECTOR

APPROVED AS TO FORM

JOHN W. HUTTON
CITY ATTORNEY

ATTESTED:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 of this Contract.

THE DON CHADIN Co. INC
CONTRACTOR
