

**RESOLUTION NO. 4188**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH  
MONTEREY PENINSULA ENGINEERING INC.  
FOR A COST NOT TO EXCEED \$41,895.00 FOR THE CONSTRUCTION  
OF MASONRY WALL AT CITY CORPORATION YARD**

**WHEREAS**, the City Council adopted the Capital Improvement Program that includes the Construction of Masonry Wall at City Corporation Yard; and

**WHEREAS**, plans and specifications were completed for the Construction of Masonry Wall at City Corporation Yard and advertised on January 25 and 31, 2008 for bidding; and

**WHEREAS**, the City received and opened sealed bids for the Construction of Masonry Wall at City Corporation Yard at 2:00 pm on February 26, 2008; and

**WHEREAS**, Staff reviewed the bids and has determined that the lowest bidder, Monterey Peninsula Engineering Inc., is responsive and is qualified to perform the desired work; and

**WHEREAS**, based on the bid price and work history, Staff recommends the bid be awarded to Monterey Peninsula Engineering Inc., in the amount of \$41,895 for the Construction of Masonry Wall at City Corporation Yard for the pre-cast wall option; and

**WHEREAS**, the proposed project has been determined to be a Class 1 Categorical Exemption from analysis under the California Environmental Quality Act, pursuant to California Code of Regulations Section 15301.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that the Council hereby awards the bid for the Construction of Masonry Wall at City Corporation Yard to the lowest responsible bidder, Monterey Peninsula Engineering Inc., in an amount not to exceed \$41,895 for the pre-cast wall option, authorizes the City Manager to enter into a Contract with Monterey Peninsula Engineering Inc. in the form attached hereto as Exhibit "A," and by this reference incorporated herein. The City Manager or her designee is directed to reject all other bids in writing.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 2nd day of April 2008, by the following vote:

**AYES**, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

**NOES**, Councilmembers: None

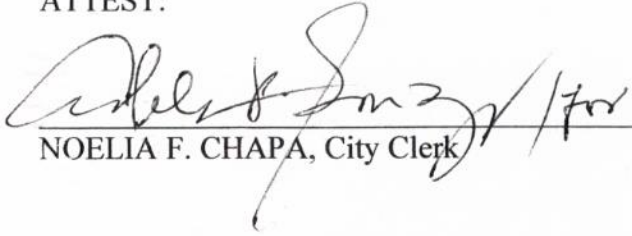
**ABSENT**, Councilmembers: Patricia Stephens

**ABSTAIN**, Councilmembers: None

---

RICHARD V. ORTIZ, Mayor

ATTEST:

  
\_\_\_\_\_  
NOELIA F. CHAPA, City Clerk

## Exhibit "A"

### AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of April, 2008, by and between City of Soledad, a municipal corporation of the State of California, hereinafter called "City", and Monterey Peninsula Engineering of Marina, hereinafter called "Contractor",

### WITNESSETH

**FIRST:** Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provide or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with, the Plans and Specifications therefore, for

### CONSTRUCTION OF RETAINING WALL AT CITY CORPORATION YARD

**SECOND:** It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. **Instructions to Bidders and General Conditions**
- b. **Advertisement for Bids (Notice to Contractors)**
- c. **Signed and executed Proposal (BID) of Contractor**
- d. **Bid Bond**
- e. **This Agreement.**
- f. **Performance Bond**
- g. **Payment Bond**
- h. **Notice of Award**
- i. **Notice to Proceed**
- j. **Any Mutually Executed Change Orders**
- k. **The aforesaid Specifications**
- l. **ADDENDA  
Nos. 1, dated February 15, 2008 respectively.**
- m. **Design Standards and Standard Specifications, Department of Public Works, City of Soledad, October 2007 Edition, or as amended;**

**THIRD:** That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement as set forth in the Proposal, a true copy thereof hereto attached; also, for all loss or damage arising out of the nature of said work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Soledad and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Director of Public Works under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed under this Agreement, which prices should be considered as though repeated herein.

The Contractor and City hereby agree that the Contractor shall perform the work, and be paid the amount of Items No. 2 as specified in the Proposal of the Contractor, for the total

**RESOLUTION NO. 4189**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH  
COMMERCIAL ENVIRONMENT LANDSCAPE FOR THE LANDSCAPE  
MAINTENANCE PROJECT FOR 12 MONTHS IN THE AMOUNT OF \$69,992**

**WHEREAS**, on January 25 and 31, 2007, Staff advertised for bids for the Landscape Maintenance Project; and

**WHEREAS**, the project involves the furnishing of all labor, materials, tools, equipment, and incidentals to perform landscaping in accordance with the plans and specification for the City's Landscape Maintenance Project; and

**WHEREAS**, the Project includes maintenance and operation of any and all public landscaping and irrigation improvements, of a local nature, on landscaped strips of land adjacent to curbs, including jogging paths, park areas, pathways, parkways, planter walls, grass, appurtenant irrigation systems; ornamental plantings including lawns, shrubs, and trees; including necessary repairs, replacements, water, electric current, spraying, care, supervision, debris removal, including retention pond, and any and all items of work necessary and incidental for the proper maintenance and operation thereof;

**WHEREAS**, the request for a bid opening date of February 26, 2008; and

**WHEREAS**, the City received bids for the landscape maintenance project, and the lowest bidder was Commercial Environment Landscape for Level A in the amount of \$69,992; and

**WHEREAS**, Commercial Environment Landscape's bid documentation has been found to be complete and responsive; and

**WHEREAS**, the total annual cost of the Landscape Maintenance Project for the City of Soledad would be \$69,992, of which \$26,572 will be paid from the Diamond Ridge Landscape District Fund, \$3,016 will be paid from the San Vicente Parks and Open Spaces Maintenance Fund, and the remaining balance of \$40,404 will come from Park Maintenance Fund.

**NOW THEREFORE**, the City Council of the City of Soledad does hereby resolve as follows:

Section 1. The City Manager is hereby authorized and directed to execute a contract with Commercial Environment Landscape for the Landscape Maintenance Project in an amount not to exceed \$69,992 in the form attached hereto as Exhibit "A," and by this reference incorporated herein.

*Need signed  
Exh "A"*

Section 2. The City Manager or her designee is directed to reject all other bids in writing.

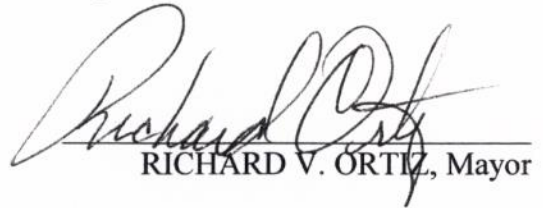
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Soledad duly held on the 2<sup>nd</sup> day of April 2008, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: Patricia Stephens

  
RICHARD V. ORTIZ, Mayor

ATTEST:

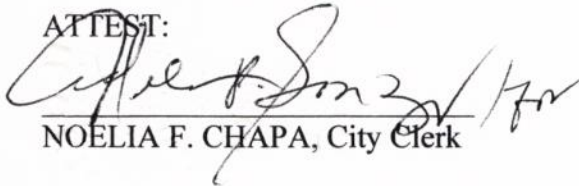
  
NOELIA F. CHAPA, City Clerk

EXHIBIT "A"

**AGREEMENT**

THIS AGREEMENT, made and entered into this 3rd day of April, 2008 by and between City of Soledad, a municipal corporation of the State of California, hereinafter called "City", and Commercial Environment Landscape of Gilroy, hereinafter called "Contractor",

**WITNESSETH**

**FIRST:** Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provide or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with, the Plans and Specifications therefore, for

**LANDSCAPE MAINTENANCE PROJECT**

**SECOND:** It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. **Instructions to Bidders and General Conditions**
- b. **Advertisement for Bids (Notice to Contractors)**
- c. **Signed and executed Proposal (BID) of Contractor**
- d. **Bid Bond**
- e. **This Agreement.**
- f. **Performance Bond**
- g. **Payment Bond**
- h. **Notice of Award**
- i. **Notice to Proceed**
- j. **Any Mutually Executed Change Orders**
- k. **The aforesaid Specifications**
- l. **ADDENDA**  
Nos. \_\_\_\_\_,  
dated \_\_\_\_\_, 2008 respectively.
- m. **Design Standards and Standard Specifications, Department of Public Works, City of Soledad, October 2007 Edition, or as amended;**

**THIRD:** That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement as set forth in the Proposal, a true copy thereof hereto attached; also, for all loss or damage arising out of the nature of said work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Soledad and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Director of Public Works under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed under this Agreement, which prices should be considered as though repeated herein.

The Contractor and City hereby agree that the Contractor shall perform the work, and be paid the amount of Items No. 1 through 6 as specified in the Proposal of the Contractor, for the total price of sixty-nine thousand nine hundred and ninety two dollars (\$69,992). The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the