

RESOLUTION NO. 5018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES WITH PERMA
GREEN HYROSEEDING, INC., FOR IMPROVEMENTS TO VOSTI PARK AND
AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON
BEHALF OF THE CITY OF SOLEDAD IN THE AMOUNT OF \$ 714,519**

WHEREAS, on October 2, 2013 staff received direction from the City Council to provide upgrades to City park facilities as allowable with available Parks Impact Fee funds; and

WHEREAS, the Parks and Recreation Committee met several times to consider projects and associated costs at all City park facilities, and have recommended upgrade projects at Vosti and Gallardo Parks as the highest priorities; and

WHEREAS, on May 7, 2014, Council Authorized an Agreement with Bellinger Foster Steinmetz Landscape Architecture (BFSLA) to provide design through construction management services for the Vosti Park improvements Project and design only for the Gallardo park Improvements Project; and

WHEREAS, At their last meeting, on July 8, 2014, the Parks and Recreation Committee met to consider budgets and priorities for improvement projects and the committee determined that the upgrades to Vosti Park take priority; and

WHEREAS, Staff advertised the project for formal bids and on the bid due date, September 24, 2014, received three bids and recommends the project be awarded to the lowest responsible bidder, Perma Green Hydroseeding, Inc.; and

WHEREAS, This project qualifies for the use of Parks Impact Fees as it will be a better use of the existing facilities that will meet a current unmet need that was brought about by the homeowners who paid the impact fees; and

WHEREAS, This project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b) (3), General Rule Exemption]; and

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad as follows:

The Council hereby awards the bid to the lowest responsible bidder and approves the agreement for construction services with Perma Green Hydroseeding, Inc., in the form attached hereto as Exhibit "A" and by this reference incorporated herein, in an amount not-to-exceed \$714,519 for the Vosti Park Improvements Project and authorizes the City Manager to execute said agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 1st day of October, 2014, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None.

ABSENT, Councilmembers: Patricia D. Stephens



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Soledad ("Owner") and **Perma Green Hydroseeding, Inc.**, ("Contractor") for work on the **Vosti Park Improvements Project** ("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 October 1, 2014, 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, Owner shall pay Contractor **Seven hundred fourteen thousand five hundred nineteen and 00/100 dollars (\$ 714,519)** (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 within **eighty (80)** calendar days from the commencement date given in the notice to proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
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 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.

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	Perma Green Hydroseeding, Inc.
Address	248 Main Street	7096 Holsclaw Road
City/state/zip	Soledad, CA 93960	Gilroy, CA 95020
Phone	(831) 223-5000	(408) 848-3310
Fax	(831) 678-3965	(408) 848-3334
Attn:	Donald T. Wilcox, P.E.	Mitch Chuck, President
Email	DWilcox@cityofsoledad.com	permagreenhydro@aol.com
Copies to:	larry@bfsia.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

sl *Adela P. Gonzalez*

Adela P. Gonzalez, City Manager

Name/Title [print]

Date: 10-03-2014

CONTRACTOR:

PERMA GREEN HYDROSEEDS, INC.

sl *Mitchell* president

Mitchell

Name/Title [print]

Date: 10/10/14

664209

Contractor's License Number(s)

2/28/15

Expiration Date(s)

Seal:

