

**RESOLUTION NO. 5031**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES WITH COASTAL VALLEY ELECTRIC, INC., FOR THE CHESTER AAROE (LITTLE LEAGUE) PARK BALLFIELD LIGHTING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF SOLEDAD IN THE AMOUNT OF \$ 104,064.28.**

**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, Gallardo and Little League Parks as the highest priorities; and

**WHEREAS**, on October 1, 2014, Council Authorized an Agreement Amendment with Bellinger Foster Steinmetz Landscape Architecture (BFSLA) to provide design through construction management services for the Little League Park Improvements Project; and

**WHEREAS**, Staff advertised the Project for formal bids and on the bid due date, October 29, 2014, received 4 bids and recommends the project be awarded to the lowest responsible bidder, Coastal Valley Electric, Inc.; and

**WHEREAS**, the 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**, the 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, and 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].

**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 Coastal Valley Electric, Inc., in the form attached hereto as Exhibit "A" and by this reference incorporated herein, in an amount not-to-exceed \$ 104,064.28 for the Little League Park Improvements Project and authorizes the City Manager to execute said agreement on behalf of the City.

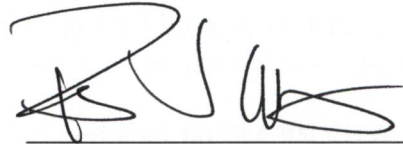
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 5th day of November, 2014, by the following vote:

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

NOES, Councilmembers: None.

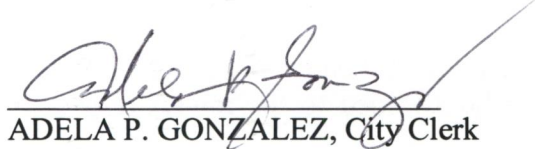
ABSENT, Councilmembers: None.

ABSTAIN, Councilmembers: None.



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk

This public works contract ("Contract") is entered into by and between the City of Soledad ("Owner") and Coastal Valley Electric, Inc., ("Contractor") for work on the **Little League 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 November 5, 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 **One Hundred Four Thousand Sixty Four and 28/100 Dollars (\$104,064.28)** (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 **sixty (60)** 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 **Seven Hundred Fifty Dollars (\$750.00)** 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:

	<b>Owner</b>	<b>Contractor</b>
Name	City of Soledad	Coastal Valley Electric, Inc.
Address	248 Main Street	PO Box 3972, Salinas, CA 93912
City/state/zip	Soledad/CA/93960	Salinas/CA/93912
Phone	(831) 223-5000	831.821.9917
Fax	(831) 678-3965	858.810.0152
Attn:	Donald T. Wilcox, P.E.	Moises Reyes
Email	DWilcox@cityofsoledad.com	mo@coastalvalleyelectric.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.

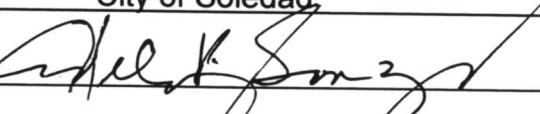
11.4 **Amendment.** No amendment or modification of this Contract shall be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

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, City Manager  
Name/Title [print]

Date: 11-09-2014

CONTRACTOR:

Coastal Valley Electric, Inc.  
sl   
Moises Reyes (907346)  
Name/Title [print]

Date: 11/16/2014

907346  
Contractor's License Number(s)

12/31/2015  
Expiration Date(s)

Seal:

