

RESOLUTION NO. 5077

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
ACCEPTING THE 2014 PAVEMENT MARKING MAINTENANCE PROJECT BY
SAFETY STRIPING SERVICES, INC. AS COMPLETE AND AUTHORIZING THE
RELEASE OF RETENTION PAYMENT**

WHEREAS, on October 1, 2014, the City Council awarded a contract to Safety Striping Services, Inc. for the construction of the 2014 Pavement Marking Maintenance Project in the amount of \$101,810.00; and

WHEREAS, all work has been completed per plans and specifications; and

WHEREAS, the City has previously approved Contract Change Order No. 1 and No. 2;
and

WHEREAS, the total construction contract cost for the project was \$112,610.00 including two change orders; and

WHEREAS, the Public Works Director recommends that the City accept the Project as complete and release the retention payment.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the City Council hereby accepts the construction of the 2014 Pavement Marking Maintenance Project by Safety Striping Services, Inc. as complete and authorizes release of the retention payment.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 6th of May, 2015, by the following vote:

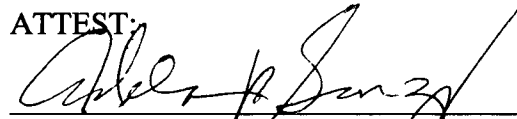
AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

NOES, Councilmembers: None.

ABSTAIN, Councilmembers: None.

ABSENT, Councilmembers: None.


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 **Safety Striping Services, Inc** ("Contractor") for work on the **2014 Pavement Marking Maintenance Project** ("Project").

The parties agree as follows:

1. **Award of Contract.** After receiving no responses to a formal request for bids, Contractor responded to an informal request for proposals 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 proposal.
2. **Contract Documents.** The Contract Documents are comprised of the Request for Proposals; the Instructions; addenda, if any; the 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 One Thousand Eight Hundred Ten Dollars (\$101,810)** (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 **thirty (30)** 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	SAFETY STRIPING SERVICE, INC.
Address	248 Main Street	P.O. Box 1020
City/state/zip	Soledad, CA 93960	Goshen, CA 93227
Phone	(831) 223-5000	(559) 651-1022
Fax	(831) 678-3965	(559) 651-1118
Attn:	Donald T. Wilcox, P.E.	David Preston, President
Email	DWilcox@cityofsoledad.com	david@safetystriping.com
Copies to:	rrabbon@yhmail.com; sriv@yhmail.com	james@safetystriping.com louisa@safetystriping.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:

Safety Striping Service, Inc.
sl *Louisa Preston*
Louisa Preston, Corporate Secretary
Name/Title [print]

Date: 11/15/14

#308669
Contractor's License Number(s)

5/31/16
Expiration Date(s)

Seal:

