

**RESOLUTION NO. 5112**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES WITH  
AMERICAN PAVEMENT SYSTEM, INC. IN AN AMOUNT NOT-TO-EXCEED  
\$616,852.50 FOR THE 2015 CAPE SEAL PROJECT AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the pavement on Market, Monterey, Benito, Encinal, Main, Soledad, Kidder, East, Dixi, and Park Streets, are in need of maintenance and have been prioritized as the highest priority on the City's major street maintenance list; and

**WHEREAS**, on May 30, 2013 the Council retained Yamabe & Horn to provide engineering design, construction management and post construction services for the work to be completed; and

**WHEREAS**, the 2015 Cape Seal Project (the "Project") was advertised for bids in the Soledad Bee newspaper and a bid opening was held at City Hall on June 17, 2015 at 2:00 PM; and

**WHEREAS**, Staff received three (3) bids and recommends the bid be awarded to the lowest responsible bidder, American Pavement Systems, Inc. for the Project; and

**WHEREAS**, Staff has determined that the Project involves the maintenance of existing highways and/or streets and recommends that the Project be found to be Categorically Exempt from review under the California Environmental Quality Act ("CEQA") as a Class 1 Exemption, pursuant to Section 15301, Article 19 of CEQA Guidelines.

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

1. All of the recitals set forth above are true and correct to the best of its knowledge, and are incorporated herein.
2. The Council hereby finds that the proposed 2015 Cape Seal Project is categorically exempt from CEQA as a Class 1 "Existing Facilities" exemption, pursuant to Section 15301 Article 19 of the CEQA Guidelines.
3. The Council hereby awards the bid to the lowest responsible bidder and approves the agreement for construction services with American Pavement Systems, Inc., in the form attached hereto as Exhibit "A" and by this reference incorporated herein, in an amount not-to-exceed \$616,852.50 for the 2015 Cape Seal 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 of July, 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

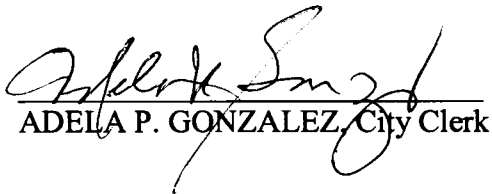
NOES, Councilmembers: None

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 AMERICAN PAVEMENT SYSTEMS ("Contractor") for work on the **2015 Cape Seal 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 July 1, 2015, 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 Six Hundred Sixteen Thousand Eight Hundred Fifty Two and 50/100 Dollars (\$616,852.50) (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	American Pavement Systems Inc
Address	248 Main Street	1012 11 <sup>th</sup> Street, Suite 1000
City/state/zip	Soledad, CA 93960	Modesto, CA 95354
Phone	(831) 223-5000	(209) 522-2277
Fax	(831) 678-3965	(209) 408-0427
Attn:	Donald T. Wilcox, P.E.	David Kimley
Email	DWilcox@cityofsoledad.com	dkimley@americanpavementsystems.com
Copy to:	rrabbon@yhmail.com	donna@americanpavementsystems.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  
*[Signature]*  
Adela P. Gonzalez, City Mgr.  
Name/Title [print]  
Date: 7-20-2015

CONTRACTOR:

American Pavement Systems, Inc.  
*[Signature]*  
Gregory B. Reed, Resident  
Name/Title [print]  
Date: 7/15/15  
943792 Class A  
Contractor's License Number(s)  
02/29/2016  
Expiration Date(s)

Seal:

