

**RESOLUTION NO. 5131**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES WITH  
MONTEREY PENINSULA ENGINEERING (MPE) IN AN AMOUNT NOT-TO-EXCEED  
\$60,410 FOR THE 2015 RE-GRADING, PAVING, SEAL COAT AND STRIPING  
PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID  
AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, city staff has identified some miscellaneous alley, parking lot and water facility maintenance and improvements projects necessary to maintain existing areas and the need to add parking at City Hall; and

**WHEREAS**, the Front Street Pavement Rehabilitation Project (the "Project") was advertised for bids The Project was advertised for bids in the Soledad Bee newspaper on September 30, 2015 and October 7, 2015; and

**WHEREAS**, Staff received three (3) bids and recommends the bid be awarded to the lowest responsible bidder, Monterey Peninsula Engineering; and

**WHEREAS**, Staff has determined that the Project involves the maintenance of existing streets and facilities 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 hereby awards the bid to the lowest responsible bidder and approves the agreement for construction services with Monterey Peninsula Engineering, in the form attached hereto as Exhibit "A" and by this reference incorporated herein, in an amount not-to-exceed \$60,410.00 for the 2015 Re-grading, Paving Seal Coat and Striping Project and authorizes the City Manager to execute said agreement on behalf of the City.

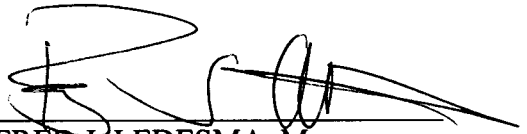
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 4th of November, 2015, by the following vote:

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

**NOES**, Councilmembers: None

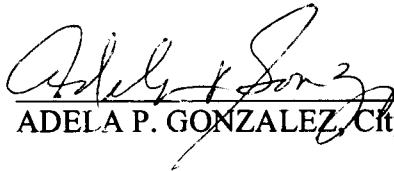
**ABSENT**, Councilmembers: None

ABSTAIN, 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 Monterey Peninsula Engineering ("Contractor") for work on the **2015 Regrading, Paving, Seal Coat, and Striping 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 4, 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 **Sixty Thousand Four Hundred Ten Dollars (\$60,410.00)** (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:

	<b>Owner</b>	<b>Contractor</b>
Name	City of Soledad	Monterey Peninsula Engineering
Address	248 Main Street	192 Healy Street
City/state/zip	Soledad, CA 93960	Marina, CA 93933
Phone	(831) 223-5180	(831) 384-4081
Fax	(831) 678-3965	(831) 384-5078
Attn:	Donald T. Wilcox, P.E.	Mike Barthel
Email	DWilcox@cityofsoledad.com	Mike@MPE2000.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  
si [Signature]  
Adela P. Gonzalez  
Name/Title [print]

Date: 11-17-2015

CONTRACTOR:

Monterey Peninsula Engineering  
si [Signature]  
Peter J. Taormina, Manager  
Name/Title [print]

Date: November 11, 2015

972425  
Contractor's License Number(s)  
4/30/2016  
Expiration Date(s)

Seal:

