

**RESOLUTION NO. 5132**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE AWARD OF A CONSTRUCTION SERVICES AGREEMENT  
WITH SANSONE COMPANY, INC. FOR THE SEPTAGE RECEIVING STATION SITE  
IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$226,737, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON  
BEHALF OF THE CITY**

**WHEREAS**, the City owns and operates a Water Reclamation Facility (WRF) with significant excess treatment and disposal capacity; and

**WHEREAS**, there is a demonstrated significant local need for liquid waste disposal and treatment services; and

**WHEREAS**, on November 5, 2014, Council authorized the purchase of a Septage Receiving Station (SRS) from Huber Technology in the amount of \$236,832.72 with funds from a Motor Vehicle Emissions Reduction Program Grant from the Monterey Bay Unified Air Pollution Control District (MBUAPCD) in the amount of \$241,461.84 for the Water Reclamation Facility Septage Receiving Station Project; and

**WHEREAS**, in addition to purchase of the above equipment, site improvements to facilitate hookup of the SRS to power and water along with excavation, pavement, lighting, holding tank, card reader, pumps, valves, piping and safety guard rails needs to be completed to install and safely and efficiently operate the SRS; and

**WHEREAS**, staff solicited formal bids for site improvements for the septage receiving station installation; and

**WHEREAS**, the City opened bids on Wednesday, October 21, 2015, with five bidders submitting bids

**WHEREAS**, after reviewing the bids and accompanying documents, Staff has determined that the lowest responsible bidder is Sansone Company, Inc., and therefore Staff is recommending that Council award the contract to them; and

**WHEREAS**, Staff has determined that the Project involves the minor alteration of existing public structures and facilities, with no or negligible expansion of use, and the limited construction and location of new small facilities and structures and related equipment, and recommends that the Project be found to be Categorical Exempt from review under the California Environmental Quality Act ("CEQA") as a Class 1 Exemption, pursuant to Section 15301, Article 19 of the CEQA Guidelines, and/or a Class 3 Exemption, pursuant to Section 15303, Article 19 of the CEQA Guidelines.

Exhibit  
A

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Soledad that the Council hereby approves the award of an Agreement with Sansone Company, Inc. for the Septage Receiving Station Site Improvements Project in an Amount Not to Exceed \$ 226,737, and Authorizes the City Manager to Execute Said Agreement on Behalf of the City, attached hereto as Exhibit "A."

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 4<sup>th</sup> 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 Sansone Company, Inc. ("Contractor") for work on the **2015 Septage Receiving Station Installation 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 Two Hundred Twenty Six Thousand, Seven Hundred Thirty Seven dollars (\$226,737.00) (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 **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 **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	Sansone Company, Inc.
Address	248 Main Street	354 Pacific Street, Suite 210 (no Mail) PO Box 1429 (mail)
City/state/zip	Soledad, CA 93960	San Luis Obispo, CA 93401 (street) 93406 (mail)
Phone	(831) 223-5180	(805) 549-0667
Fax	(831) 678-3965	(805) 549-0702
Attn:	Donald T. Wilcox, P.E.	Dan Sansone <i>Swingley / David Sansone</i>
Email	DWilcox@cityofsoledad.com	Elaineg@SansoneCO.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  
s/ [Signature]  
Adela P. Gonzalez, City Mgr  
Name/Title [print]

Date: 11-17-2015

CONTRACTOR:

Sansone Company, Inc.  
s/ [Signature]  
Dan Swingley, Vice President  
Name/Title [print]

Date: 11/12/2015

601016

Contractor's License Number(s)

8/31/2016

Expiration Date(s)

Seal:

