

**RESOLUTION NO. 5213**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE AWARD OF A CONSTRUCTION SERVICES AGREEMENT  
WITH SPIESS CONSTRUCTION COMPANY, INC., FOR THE LA CUESTA #1  
RESERVOIR REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED  
\$198,650, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID  
AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the City owns and operates a Public Water System; and

**WHEREAS**, maintenance of the water system is the responsibility of the City;  
and

**WHEREAS**, recent inspection reveals that this reservoir needs to be painted  
inside and out, the roof vent removed and replaced and new gaskets on the roof and side opening  
hatches; and

**WHEREAS**, staff solicited formal bids for all work needed on this reservoir  
described above; and

**WHEREAS**, the City opened bids on Wednesday, July 20, 2016, with three  
bidders submitting bids; and

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

**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 Spiess  
Construction Company, Inc. for the La Cuesta #1 Reservoir Rehabilitation Project, attached  
hereto as Exhibit A and by this reference incorporated herein, in an amount not to exceed  
\$198,650, and authorizes the City Manager to execute said agreement on behalf of the City.

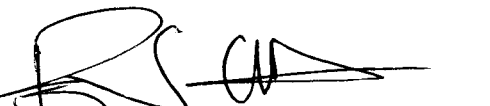
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a  
regular meeting duly held on the 3rd of August, 2016 by the following vote:

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

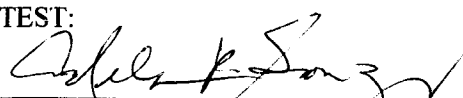
NOES, Councilmembers: None

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 **SPIESS CONSTRUCTION COMPANY, INC.** ("Contractor") for work on the **LA CUESTA #1 RESERVOIR REHABILITATION 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 August 3<sup>rd</sup>, 2016, 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 ninety eight thousand six hundred fifty and 00/100 Dollars (\$198,650.00)** (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 on or before **October 31, 2016**. For each and every calendar day delay in finishing the work in excess of the number of days prescribed above ("Contract Time"), **Contractor shall pay to the Owner the sum of \$500 per day**. By signing below, Contractor expressly waives any claim for delayed early completion.

6. **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.

7. **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."

8. **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. Prevailing rates are included within these Contract Documents and available at <http://www.dir.ca.gov/DLSR>.

9. **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	Spiess Construction Co., Inc.
Address	248 Main Street	P.O.Box 2849
City/State/ZIP	Soledad, CA 93960	Santa Maria, CA 93457
Phone	(831) 223-5000	(805) 937-5859
Fax	(831) 678-3965	(805) 934-4432
Attn:	Donald T. Wilcox, P.E.	Scott A. Coleman
Email	Donald.Wilcox@CityofSoledad.com	scoleman@sccitanks.com
Copy to:	mmiller.pe@charter.net	bmatchett@sccitanks.com

## 10. General Provisions.

10.1 **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.

**10.2 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.

**10.3 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.

**10.4 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.

**10.5 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.

**10.6 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: CONTRACTOR:

*Adela P. Gonzalez* s/ Adela P. Gonzalez, City Manager s/ *Scott A. Coleman* s/ Scott A. Coleman, President

Name/Title [print] Name/Title [print]

Date: August 9, 2016 Date: 05 August 2016

Contractor's License Number(s) 333989

Expiration Date(s) 5-31-18

Seal:

