

**RESOLUTION NO. 5248**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH THE DON  
CHAPIN CO., INC. IN AN AMOUNT NOT-TO-EXCEED \$561,426 FOR THE NESTLES  
ROAD EXTENSION PROJECT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF SOLEDAD**

**WHEREAS**, the City of Soledad is in current negotiations with a commercial developer located on the south easterly corner of Nestles and Los Coches Road; and

**WHEREAS**, in order to facilitate the development, the City needs to construct a “half street” extension of Nestles Road within the existing 35-foot wide dedicated parcel adjacent to the proposed development site in order to provide access and utility connections; and

**WHEREAS**, the proposed project has an expedited and strict timeline requirement necessitating that the project be designed, bid and constructed by March 1, 2017; and

**WHEREAS**, on May 4, 2016, Council awarded a Task Order to Yamabe and Horn Engineering to develop detailed plans and specification and advertise for bids this Prevailing Wage Public Works Improvements project; and

**WHEREAS**, the City formally advertised, received and opened sealed bids for this Prevailing Wage Public Works Improvements project on Wednesday, October 26, 2016; and

**WHEREAS**, the lowest responsible bid (Base Bid) was made by The Don Chapin Co., Inc. Staff reviewed the bid and has verified that the bid was responsive; and

**WHEREAS**, funding for this project is available in the adopted Fiscal Year 2016-2017 Budget for Transportation Impact Fee Funds; and

**WHEREAS**, staff has determined that The Don Chapin Co., Inc. is qualified to perform the desired work 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 approves a Contract for Construction Services with The Don Chapin Co., Inc. in an amount not-to-exceed \$561,426 for the Nestles Road Extension Project, a copy of which is attached hereto marked as **Exhibit A**, and by this reference incorporated herein. The City Manager is hereby authorized and directed to execute the Contract on behalf of the City and to notify all bidders of the award to The Don Chapin Co., Inc.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 2nd of November, 2016, by the following vote:

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

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:



FRED J. LEDESMA, Mayor

ATTEST:



DONALD T. WILCOX, Interim City Clerk

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**CONTRACT**

This public works contract ("Contract") is entered into by and between the City of Soledad ("Owner") and The Don Chapin Co., Inc. ("Contractor") for work on the **Nestles Road Extension** ("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 2, 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 Five Hundred Sixty One Thousand Four Hundred Twenty Six Dollars (\$ 561,426.00 ) (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) working days** from the date of said notification. Working days shall be based upon the Caltrans 5-day Construction Workday Calendar.
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	The Don Chapin Co., Inc.
Address	248 Main Street	560 Crazy Horse Cyn Rd.
City/state/zip	Soledad, CA 93960	Salinas, CA 93907
Phone	(831) 223-5000	(831) 449-4273
Fax	(831) 678-3965	(831) 449-0700
Attn:	Donald T. Wilcox, P.E.	Donald D. Chapin Jr.
Email	DWilcox@cityofsoledad.com	dchapin@donchapin.com
Copy to:	rrabbon@yhmail.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/ DT. Wilcox

Donald T. Wilcox, Interim City Manager  
Name/Title [print]

Date: 11/16/16

CONTRACTOR:

THE DON CHAPIN CO., INC.

s/ [Signature]

DONALD D. CHAPIN JR  
Name/Title [print] PRESIDENT

Date: 11-7-16

406512  
Contractor's License Number(s)

6-30-19  
Expiration Date(s)

Seal:

