

RESOLUTION NO. 5257

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH THE  
MONTEREY PENINSULA ENGINEERING IN AN AMOUNT NOT-TO-EXCEED  
\$1,148,550.00 FOR THE RECLAIMED WASTEWATER TRANSMISSION PIPELINE  
PROJECT AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE  
SAID CONTRACT ON BEHALF OF THE CITY OF SOLEDAD**

**WHEREAS**, the City of Soledad desires to produce and utilize reclaimed wastewater, wherever possible and practical, to offset use of and thereby conserve groundwater; and

**WHEREAS**, on March 6, 2013, Council authorized the City to accept a Proposition 84 grant from the CA Department of Water Resources with the City as the lead agency for the administration of the grant; and

**WHEREAS**, The City formally advertised, received and opened sealed bids for this prevailing wage Public Works project on Thursday, November 10, 2016; and

**WHEREAS**, the lowest responsible bid (Base Bid) was made by Monterey Peninsula Engineering, and Staff reviewed the bid and has verified that the bid was responsive; and

**WHEREAS**, staff has further determined that Monterey Peninsula Engineering is qualified to perform the desired work and therefore staff is recommending that Council award the contract to them; and

**WHEREAS**, funding for this project will be paid through a Proposition 84 Grant in the amount of \$1,004,688 with the balance budgeted from Water and Wastewater Operation Funds; and

**WHEREAS**, Staff has determined that the project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption].

**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 Monterey Peninsula Engineering in an amount not-to-exceed \$1,148,550.00 for the Reclaimed Wastewater Transmission Pipeline Project, a copy of which is attached hereto marked as **Exhibit A**, and by this reference incorporated herein. The Interim 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 Monterey Peninsula Engineering.

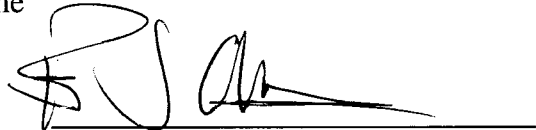
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 7<sup>th</sup> of December, 2016, by the following vote:

**AYES**, and in favor thereof, Councilmembers: Anna M. Velazquez, Carla A. Stewart, Christopher K. Bourke, Mayor Pro Tem Alejandro Chavez, and Mayor Fred J. Ledesma

NOES, Councilmembers: None


ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None



FRED J. LEDESMA, Mayor

ATTEST:

  
DONALD T. WILCOX, Interim 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 **RECLAIMED WASTEWATER TRANSMISSION PIPELINE** ("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 **December 7, 2016**, Owner authorized award of this Contract to Contractor for the amount of Contractor's Base 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 Million One Hundred Forty Eight Thousand Five Hundred Fifty and 00/100 Dollars (\$1,148,550)** (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 the working days specified in Section 3-4 of the Special Provisions from the date given in the Notice to Proceed. 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 \$1,000 per day in liquidated damages.** 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 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:

	Owner	Contractor
Name	City of Soledad	Monterey Peninsula Engineering
Address	248 Main Street	192 Healy Ave
City/State/ZIP	Soledad, CA 93960	Marina, CA 93933
Phone	(831) 223-5000	(831) 384-4081
Fax	(831) 678-3965	(831) 384-5078
Attn:	Donald T. Wilcox, P.E.	Peter J. Taormina
Email	DWilcox@CityofSoledad.com	peter@mpe2000.com
Copy to:	Kurt.Maire@WeAreHarris.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:

City of Soledad  
s/ Donald T. Wilcox  
Donald T. Wilcox, PWD  
Name/Title [print]  
Date: 12/21/16

CONTRACTOR:

Monterey Peninsula Engineering  
192 Healy Avenue, Marina, CA 93933  
s/ [Signature]  
Peter J. Taormina, Manager  
Name/Title [print]  
Date: December 19, 2016

972425

Contractor's License Number(s)

04/30/2018

Expiration Date(s)

Seal:



