

RESOLUTION NO. 5283

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH SANSONE
COMPANY, INC., IN AN AMOUNT NOT-TO-EXCEED \$1,464,000 FOR THE
GALLARDO PARK IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF
SOLEDAD**

WHEREAS, on October 2, 2013 staff received direction from Soledad City Council to perform upgrades to City park facilities as allowable with existing Parks Impact Fee funds; and

WHEREAS, staff solicited consulting firms through an RFP process to provide park facilities project concept designs and associated cost estimates, and on December 4, 2013, Council approved an agreement with BFS LA to provide concept designs and preliminary cost estimates for projects considered by the Parks and Recreation Committee to further assist them with prioritization of recommended parks projects; and

WHEREAS, the Soledad Parks and Recreation Committee have met several times to consider projects at all City park facilities, and have recommended upgrade projects at Vosti, Little League (Chester Aaroe) and Gallardo Parks as the highest priorities; and

WHEREAS, the Vosti and Little League Park projects are now complete; and

WHEREAS, the City formally advertised for bids for this Prevailing Wage Public Works Construction project, received and opened sealed bids for the Gallardo Park Improvements Project due on Friday, March 24, 2017 at 11:00 AM, with the lowest responsible bid submitted by Sansone Company, Inc.; and

WHEREAS, Staff reviewed their bid and has verified that the bid is responsive, and therefore staff is recommending that Council award the contract to them; and

WHEREAS, funding of this Gallardo Park Improvements Project to be funded from RDA Bond Proceeds; and

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 Sansone Company, Inc. in a not-to-exceed amount of \$1,464,000 (does not include Alternate No. 1) for the Gallardo Park Improvements 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 Sansone Company, Inc.

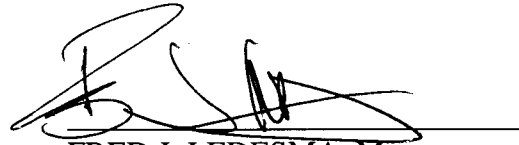
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 5th of April, 2017, by the following vote:

AYES, and in favor thereof, Councilmembers: Carla Stewart, Christopher Bourke, Mayor Pro Tem Alejandro Chavez, Anna Velazquez and Mayor Fred Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None


FRED J. LEDESMA, Mayor

ATTEST:



MICHAEL McHATTEN, 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 **GALLARDO PARK IMPROVEMENT PROJECT** ("Project"). For the Base Bid or the Base Bid plus Alternate 1 (if awarded).

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 April 5, 2017, 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 Million One Hundred Forty Eight Thousand and 00/100----- Dollars (\$2,148,000.00-----) (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 **One Hundred Eighty (180) calendar days** 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 \$750 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 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	Sansone Company., Inc.
Address	248 Main Street	P.O. Box 1429
City/State/ZIP	Soledad, CA 93960	San Luis Obispo, CA 93406
Phone	(831) 223-5180	(805) 549-0667
Fax	(831) 678-3965	(805) 549-0702
Attn:	Donald T. Wilcox, P.E.	Jennifer Sansone
Email	DWilcox@CityofSoledad.com	Jennifer@sansoneco.com
	steve@bfsla.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/ *MD*

Michael McHatten, City Manager
Name/Title [print]

Date: 4/13/17

CONTRACTOR:

Sansone Company, Inc.

s/ *[Signature]*
Semifer Sansone, President
Name/Title [print]

Date: April 7, 2017

601016
Contractor's License Number(s)

8/31/18
Expiration Date(s)

Seal:

