

RESOLUTION NO. 5323

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES WITH NOR-CAL
PUMP & DRILLING, INC. IN AN AMOUNT NOT-TO-EXCEED \$159,964 FOR THE
WELL #6 REHABILITATION PROJECT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, a safe and adequate water supply is very important to the City; and

WHEREAS, Well #6's production has declined over the past few years to a point of zero production recently due to the pump likely being completely worn out, so it is very much in need of maintenance and new equipment; and

WHEREAS, the Well #6 Rehabilitation Project (the "Project") was advertised for bids in the Salinas Californian on June 2 and June 9, 2017 and a bid opening was held at City Hall on June 21, 2017 at 11:00 AM; and

WHEREAS, Staff received three (3) bids and recommends the bid be awarded to the lowest responsible bidder, Nor-Cal Pump & Drilling, Inc., for the Project; and

WHEREAS, Staff has determined that the Project involves the maintenance of existing water works and recommends that the Project be found to be Categorically Exempt from review under the California Environmental Quality Act ("CEQA") as a Class 1 Exemption, pursuant to Section 15301, Article 19 of CEQA Guidelines.

BE IT HEREBY RESOLVED by the City Council of the City of Soledad as follows:

1. All of the recitals set forth above are true and correct to the best of its knowledge, and are incorporated herein.
2. The Council hereby finds that the proposed Well #6 Rehabilitation Project is categorically exempt from CEQA as a Class 1 "Existing Facilities" exemption, pursuant to Section 15301 Article 19 of the CEQA Guidelines.
3. The Council approves a Contract for Construction Services with Nor-Cal Pump & Drilling, Inc. in an amount not-to-exceed \$159,964 for the Well 6 Rehabilitation 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 Nor-Cal Pump & Drilling, Inc.

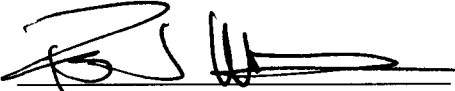
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 5th of July, 2017, by the following vote:

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

NOES, Councilmembers: None

ABSENT, Councilmembers: Bourke

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 NOR-CAL PUMP & DRILLING, INC. ("Contractor") for work on the **WELL #6 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 July 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 One Hundred Fifty Nine Thousand Nine Hundred Sixty Four and 00/100 Dollars (\$159,964.00) (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 **Seventy (70) working 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	Nor-Cal Pump & Drilling, Inc.
Address	248 Main Street	1325 Barry Road
City/State/ZIP	Soledad, CA 93960	Yuba City, CA 95993
Phone	(831) 223-5000	(530) 674-5861
Fax	(831) 678-3965	(530) 674-1525
Attn:	Donald T. Wilcox, P.E.	Harkrishan S. Heer
Email	DWilcox@CityofSoledad.com	norcalpump@yahoo.com
Copy to:	Frank.Lopez@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

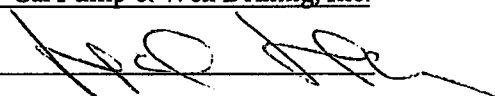
s/ 

Michael McHatten, City Manager
Name/Title [print]

Date: 7/20/17

CONTRACTOR:

Nor-Cal Pump & Well Drilling, Inc.

s/ 

Harkrishan S. Heer; Vice President
Name/Title [print]

Date: 7/19/2017

908591

Contractor's License Number(s)

01/31/2018

Expiration Date(s) Seal:

