

RESOLUTION NO. 2016-344**A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS
OBISPO COUNTY SANITATION DISTRICT AUTHORIZING AND
DIRECTING THE INTERIM DISTRICT ADMINISTRATOR TO
ENTER INTO AN AGREEMENT WITH SPEISS CONSTRUCTION
COMPANY, INC. FOR THE CONSTRUCTION OF A GRIT
REMOVAL SYSTEM AT THE OCEANO WASTEWATER
TREATMENT PLANT**

WHEREAS, South San Luis Obispo County Sanitation District requires a contractor to construct a grit removal system project at the Oceano Wastewater Treatment Plant and does not have employee staff available to construct this project; and

WHEREAS, in compliance with the California Public Contract Code, South San Luis Obispo County Sanitation District issued a Notice Inviting Bids and accompanying bid documents package to general contractors qualified to perform the needed work; and

WHEREAS, in response to a written question received from a potential proposer, the District issued a written addendum on March 22, 2016 to all persons, firms and corporations known to have received bidding documents for the project, to clarify parties not disqualified from submitting a bid as Prime Contractor; and

WHEREAS, sealed bids for the project were opened on March 23, 2016, revealing Speiss Construction Company, Inc., as the proposer that submitted the apparent lowest responsive, responsible bid for the project; and

WHEREAS, Speiss Construction Company, Inc., is willing to sign an agreement to construct the project with the District, in a form acceptable to District Counsel;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of South San Luis Obispo County Sanitation District as follows:

1. An Agreement – SSLOCSD Grit Removal Project with Speiss Construction Company, Inc. is hereby approved in substantially the form attached hereto as Exhibit “1;” and
2. The Interim District Administrator, or his/her designee, is hereby authorized and directed to execute the Agreement on behalf of the District, to take all steps necessary to implement the project, and, if appropriate, to enter into amendments to the Agreement necessary to implement the project.

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of April, 2016, by and between

Speiss Construction Company Co., Inc., a California Corporation,

hereinafter referred to as "Contractor," and the South San Luis Obispo County Sanitation District in the County of San Luis Obispo, California, hereinafter referred to as "District" "Owner" or "SSLOCSD."

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, Owner and Contractor agrees as follows:

1. That Contractor shall complete the work generally described as follows: SSLOCSD GRIT REMOVAL PROJECT in accordance with the Contract Documents therefore, as prepared by District.
2. That Owner will pay Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid on the proposal form accepted by Owner, and set forth in this agreement.

Total Bid of Four Hundred Ninety-two Thousand One Hundred Dollars
and zero _____ Cents.

Contract Price in Figures \$492,100.00

3. Contractor agrees to complete said work within the contract time of one hundred sixty (160) WORKING DAYS, from the day following the issuance of the Notice to Proceed, and approved extensions thereof, to the satisfaction of Owner before final payment is made.
4. Time is of the essence on this contract.
5. It is mutually understood and agreed that time is of the essence of this agreement and that it is difficult to ascertain the amount of damages required to properly compensate Owner for failure by Contractor to comply with all the contract requirements within the time fixed in the agreement.

In accordance with California Government Code, Section 53069.85, the amount of liquidated damages to be paid to Owner for each day completion is delayed beyond the time for completion, shall be FIVE HUNDRED (\$500) dollars. Contractor hereby acknowledges that it has reviewed said provisions relating to liquidated damages and the amount thereof,

and accepts the same as being reasonable under the circumstances and as a material part of the consideration for this contract. Contractor also acknowledges that progress payments made after the scheduled completion date do not constitute a waiver of liquidated damages.

Provisions in this contract relating to damages shall be read consistently with Public Contract Code §7102, pertaining to damages in construction contracts of public agencies.

Pursuant to Public Contract Code §7105, unless this contract is financed by revenue bonds, nothing in this contract shall be read to require Contractor to assume responsibility in excess of five percent of the contract amount for repairing or restoring damages caused by an act of God. If required by the invitation for bids, Contractor shall procure insurance to cover such losses. This contract may be terminated in the event of such damages as provided by Part 6 of Document 00700.

6. That, in accordance with Section 1774 of the California Labor Code, Contractor will pay, and will require subcontractors to pay, employees on the project a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents. The general rate of per diem wages (prevailing wage) for each craft, classification or type of worker needed to execute the contract is on file at the office of the SSLOCSD General Manager.
7. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more than two hundred dollars (\$200) for each day, or portion thereof, for each worker paid, either by Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
8. That, in accordance with Section 1777.5 of the Labor Code, this agreement fixes the responsibility of compliance with said Section 1777.5 for all apprenticeable occupations with the prime Contractor.
9. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that Contractor shall not require more than eight (8) hours of labor in a day nor more than forty (40) hours of labor in a week from any person employed by Contractor or any subcontractor; that Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that Contractor shall forfeit to Owner, as a penalty, the sum of twenty-five dollars (\$25) for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
10. That Contractor shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by the California Labor Code. Further, the Contractor shall secure the payment of workers' compensation to its employees as provided in California Labor Code §§1860 and 3700.

11. That Contractor shall have furnished, prior to execution of the contract, three bonds approved by Owner: (1) the faithful performance bond in the amount of one-hundred percent (100%) of the contract price, to guarantee the faithful performance of the work; (2) the labor and material bond in the amount of one-hundred percent (100%) of the contract price, to guarantee payment of all claims for labor and materials furnished; and (3) the guarantee and defective material bond in the amount of ten percent (10%) of the contract price, to guarantee the one year maintenance of public improvements. This contract shall not become effective until such bonds are supplied to and approved by Owner.
12. That Contractor, prior to execution of the contract shall comply with the following Department of Industrial Relations requirements.
 - Pursuant to Public Contract Code §6109, no contractor shall perform work on a public works project with a subcontractor who is ineligible to work on a public works project under §§ 1777.1 or 1777.7 of the California Labor Code.
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - In the manner required by Labor Code §1776 and accompanying rules, Contractor shall keep accurate payroll records of wages paid, keep specified records available for inspection, use forms or provide information as required by the Division of Labor Standards Enforcement, file records, redact records, inform the District of the location of the records, and comply with records requests.
13. That this agreement, by reference, includes the contract documents defined in Document 00700, General Conditions. Terms of this agreement relating to modification, amendment or termination appear in Parts 5 and 6 of Document 00700.
14. That Contractor agrees to devote the hours necessary to perform the services set forth in this agreement in an efficient and effective manner. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.
15. The agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as consent by District to any assignment of this agreement or any interest in this agreement.

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DOCUMENT 00610

FAITHFUL PERFORMANCE BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California, and _____ (hereinafter designated as the "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2016, and identified as SSLOCSD GRIT REMOVAL PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the South San Luis Obispo County Sanitation District hereinafter called "District," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2016.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: 

District Counsel

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***** END OF DOCUMENT 00610 *****

LABOR AND MATERIAL BOND
SSLOCSD GRIT REMOVAL PROJECT

DOCUMENT 00620

LABOR AND MATERIAL BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2016, and identified as project as SSLOCSD GRIT REMOVAL PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the South San Luis Obispo County Sanitation District to secure the claims to which reference is made in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the South San Luis Obispo County Sanitation District and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

DOCUMENT 00680

GUARANTEE AND DEFECTIVE MATERIAL BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2016, and identified as project as SSLOCSD GRIT REMOVAL PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the one year maintenance of public improvements of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the South San Luis Obispo County Sanitation District hereinafter called "District," in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2016.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: 

District Counsel

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ATTY REV 1999

*** END OF DOCUMENT 00680 ***

