

RESOLUTION NO. 13212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING PLANS AND SPECIFICATIONS, AUTHORIZING SOLICITATION OF BIDS, APPROVING AND AWARDED CONTRACT, AND OTHER ASSOCIATED ACTIONS FOR THE JOHN D. MORGAN PARK PARKING LOT IMPROVEMENTS (23-DD)

WHEREAS, there are three parking lots in total that service the John D. Morgan Park, and

WHEREAS, the John D. Morgan Park Parking Lot Improvements, Project 23-DD (Project) will focus on improvements to the Expressway Parking Lot to address safety and infrastructure needs; and

WHEREAS, the final plans and specifications for the John D. Morgan Park Parking Lot Improvements (23-DD) have been completed; and

WHEREAS, the Project will result in a total of seventy-two (72) parking spaces, three (3) of which are ADA compliant spaces; and

WHEREAS, a split rail fence will be installed between the parking lot and the existing pedestrian pathway to prevent vehicles from driving into the pedestrian pathway; and

WHEREAS, three (3) new collapsible bollards will be installed at the entrance of the emergency pathway access point to prevent vehicles accessing the pathway including potential vehicles driving on the pathway to load and off load equipment; and

WHEREAS, the Project will provide an additional strip of asphalt concrete marked as "no parking", allowing vehicles to turn around; and

WHEREAS, the increase in the cost estimate is a result of the poor condition of the pavement surface requiring significant amount of pavement repair work and the cost for installing the split rail fence; and

WHEREAS, staff recommends increasing the project budget by adding \$16,200 from The Parkland Dedication Fund for a total Project budget of \$256,200.

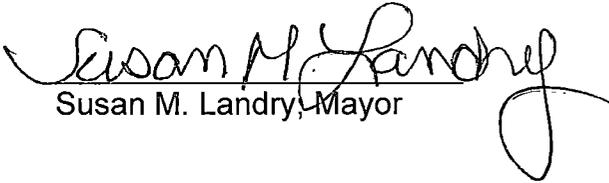
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby 1) approves the plans and specifications for the John D. Morgan Park Parking Lot Improvements (23-DD), 2) authorizes the solicitation of bids; 3) approves and awards the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$142,000, plus a 10% contingency of \$14,200; 4) authorizes the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; and 5) authorizes the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorizes the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Campbell hereby authorizes the Finance Director to perform associated budget adjustments to increase the project budget by \$16,200.

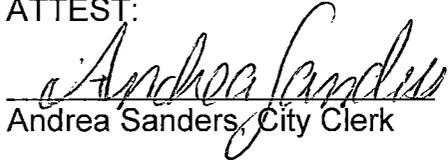
PASSED AND ADOPTED this 1st day of October 2024, by the following roll call vote:

AYES: Councilmembers: Bybee, Furtado, Lopez, Landry
NOES: Councilmembers: None
ABSENT: Councilmembers: Scozzola

APPROVED:


Susan M. Landry, Mayor

ATTEST:


Andrea Sanders, City Clerk

CONTRACT

BETWEEN CITY OF CAMPBELL AND

**FOR CONSTRUCTION OF
JOHN D. MORGAN PARK PARKING LOT IMPROVEMENTS
PROJECT NO. 23-DD**

THIS AGREEMENT, made and concluded in duplicate, this _____ day of _____, 20 __ by and between _____ hereinafter referred to as "CONTRACTOR", and the City of Campbell, a Municipal Corporation, hereinafter referred to as "CITY". City and Contractor are also referred to individually as a "Party" or collectively, as the "Parties".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the CONTRACTOR agrees with the CITY, at its own proper cost and expense, to do all the Work and furnish all plant, labor, services, tools, equipment, supplies, transportation, utilities, and materials, except such as are mentioned in the Contract Documents to be furnished by the CITY, necessary to construct and complete to the satisfaction of the Engineer in accordance with the Contract Documents for:

**JOHN D. MORGAN PARK PARKING LOT IMPROVEMENTS
PROJECT NO. 23-DD**

, hereinafter referred to as the "Project" or the "Work" in strict conformity and compliance with the Contract Documents, and to do everything required by said Contract Documents as hereinafter defined.

ARTICLE II. It is expressly agreed and understood by each and every party to this Agreement that the following documents are hereby incorporated and made a part of this Agreement (hereinafter the "Contract Documents"):

1. All applicable Laws and Regulations
2. Duly issued Agreement modifications, and allowance authorization(s) signed by the City, in chronological order by effective date of each
3. This Agreement, including all exhibits
4. Labor and Material Bond (Payment Bond)
5. Performance Bond
6. Maintenance Bond (if required)
7. Insurance Certificate
8. Invitation for Bids for John D. Morgan Park Parking Lot Improvements Project No. 23-DD, including the Project Specifications, drawings, and plans, all Exhibits, and all Addenda in the reverse order of issuance

9. Project Specifications, including all drawings
10. Standard Specifications, as hereinafter defined

The parties to this Agreement do hereby expressly acknowledge that they have read, understand, and promise to comply with each and every provision of Contract Documents. There are no Contract Documents other than those indicated above. In the event inconsistencies, conflicts, or ambiguities between and among the Contract Documents are discovered, the parties shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed above. Inclusion of an order of precedence herein does not in any way negate or reduce Contractor's obligation to report conflicts, discrepancies, apparent omissions, and similar matters to the City.

ARTICLE III. It is expressly agreed and understood by the Contractor that the "Standard Specifications" consists of the documents on file at the Public Works Department of the City of Campbell, entitled:

1. The City of Campbell General Provisions, dated March 2002;
2. The City of Campbell Standard Specifications and Details for Public Works Construction (CCSS), dated July 1994
3. The City of San Jose Standard Specifications (SJSS) and Standard Details (SJSD), dated July 1992
4. Standard Specifications of the State of California, Department of Transportation, dated 2018 ("State Specifications"); and
5. State of California /Caltrans: California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014 Revision 8).

Where conflicts arise between the Standard Specifications, the parties agree that the Standard Specifications shall take precedence in the order in which they are listed above. Inclusion of an order of precedence herein does not in any way negate or reduce Contractor's obligation to report conflicts, discrepancies, apparent omissions, and similar matters to the City.

ARTICLE IV. The CITY hereby promises and agrees with the CONTRACTOR to employ, and does hereby employ, the CONTRACTOR to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions herein set forth; and the CITY and the CONTRACTOR, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V. The CONTRACTOR agrees to receive and accept the prices indicated in the Contractor's signed Bid as full compensation for furnishing all materials and for doing all the Work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the CITY, and for all risks connected with the Work; also for all expenses incurred by or in consequence of the suspension or discontinuance of Work and for well and faithfully completing the Work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer, and also for furnishing the required bonds and insurance, and for doing all other things mentioned, contemplated or embraced in this Contract, and the Contract

Documents.

ARTICLE VI. All activities of Contractor, its employees, agents, and/or subcontractors will be carried out in accordance with all applicable federal, state, and local laws and regulations.

ARTICLE VII. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to his employees.

By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE VIII. The Project is a work of public improvement over which the CITY shall exercise general supervision. The CITY shall have the right to assume full and direct control over this Contract whenever the CITY, at its sole discretion, shall determine that its responsibility to the United States or the State of California so requires.

ARTICLE IX. The general prevailing wage rates as heretofore specified and any minimum wage rates indicated in the Special Provisions are hereby specifically referred to and by this reference are made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid of CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said Bid conflicting herewith.

ARTICLE X. Contractor shall be responsible for complying with the provisions of California Labor Code Section 1771.1(a) which states:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

ARTICLE XI. Contractor and any subcontractors under the Constructor shall comply with Section 1775 of the California Labor Code regarding prevailing wages.

ARTICLE XII. Contractor shall be responsible for complying with the provisions of Section 1776 of the California Labor Code concerning payroll records, as more specifically described in the City's Standard Specifications.

ARTICLE XIII. Contractor shall be responsible for complying with the provisions of California Labor Code Sections 1777.5 through 1777.7, inclusive, concerning apprentices, as more specifically described in the City's Standard Specifications.

ARTICLE XIV. Contractor shall be responsible for complying with the provisions of California Labor Code Sections 1810 through 1815, inclusive, concerning working hours, as more specifically described in the City's Standard Specifications.

ARTICLE XV. Contractor's attention is directed to the City's Standard Specifications regarding trench excavation.

ARTICLE XVI. In accordance with the City's Standard Specifications, the sum of Two Thousand Eight Hundred Dollars (\$2,800) will be assessed as liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed. Liquidated damages shall also be assessed for non-compliance with the requirements stated in "Hours of Work" under Section 10-1, "General Construction Requirements", of these Special Provisions, and Section 10-2, "Traffic Control Requirements."

The City further agrees that the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or the owner of the utility to move or relocate such utility facilities as set forth in California Government Code Section 4215.

ARTICLE XVII. Contractor shall be responsible for complying with the provisions of California Public Contracts Code Section 7104 regarding trenching and excavations that extend deeper than four (4) feet below the surface. No change order issued pursuant to California Public Contracts Code Section 7104 shall provide for any increase in compensation that would exceed the recovery allowed pursuant to the "Claims" section of the Special Provisions.

ARTICLE XVIII. The City of Campbell shall notify Contractor of the receipt of any third-party claim relating to this contract within 30 days of receipt. The City of Campbell may recover its reasonable costs incurred in providing such notification, pursuant to subdivision (c) of Public Contract Code Section 9201. Notwithstanding this notification provision, the City of Campbell reserves its full authority to compromise or otherwise settle any claim relating to this contract at any time.

ARTICLE XIX. The signatories to this Contract warrant and represent that each is authorized to execute this Contract and that their respective signatures serve to legally obligate their respective representatives, agents, successors, and assigns to comply with the provisions of this Contract.

IN WITNESS WHEREOF, the parties of these present have hereunto set their hands the year and date first above written, and having fully read and understood the terms and conditions of this contract, acknowledge their agreement to be bound thereby.

CONTRACTOR

Name: _____
Title: _____

(Attach Contractor's Acknowledgment)

CITY OF CAMPBELL

Name: Brian Loventhal

Title: City Manager

ATTEST:

Name: _____

Title: City Clerk

DRAFT

**City of Campbell
Request for Budget Adjustments**

Department/Program	Division	Date	Request No.
Public Works	23-DD John D. Morgan Park Parking Lots	October 1, 2024	BA-5

Budget to be Reduced

Fund/Program	Account Number	Description	Amount

Budget to be Increased

Fund/Program	Account Number	Description	Amount
REVENUES 435.990	6999	Capital Transfer In (from Park Dedication Fund)	16,200
EXPENDITURES 435.23DD 295.990	7883 9999	Construction Capital Transfer Out (to CIP Fund)	16,200 16,200

REASON FOR REQUEST - BE SPECIFIC:

To appropriate an additional \$16,200 towards the John D. Morgan Park Parking Lot (23-DD) project due to increased estimated costs related to poor existing asphalt conditions and the cost for split rail fence.

Will Fuentes Finance Director	Todd Capurso Public Works Director	Brian Loventhal City Manager
---	--	--