

# City of El Paso de Robles

## RESOLUTION NO. 90-156

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES AWARDING A CONTRACT FOR REMOVAL DISPOSAL OF ASBESTOS WITHIN THE FORMER CITY ACTIVITY CENTER

**Whereas,** the Paso Robles City Council has determined that it is in the best interest of the City to remove and properly dispose of the friable asbestos from the former City Activity Center Building; and

**Whereas,** bids were requested and received for said work, with those bids having been opened and read before the public on August 31, 1990, in the City Council Chambers for the City of Paso Robles; and

**Whereas,** Walsh and Sons Company has submitted the lowest qualified bid for said work, adhering to requirements established by the State of California at a cost of \$ 47,357.00;

#### **NOW, THEREFORE, BE IT RESOLVED that:**

a. That the City Council for the City of Paso Robles, hereby awards the bid contract for said work, in accordance with contract specifications to Walsh and Sons Company.

b. That all work shall be commenced within ten (10) calendar days of the contractor's receipt of the owner's "Notice to Proceed" with all work to be completed within thirty (30) calendar days from and after the aforementioned date.

c. That the dollar amount for completion of the contract associated with said work shall be \$ 47,357.00, and payment shall be made by the City in accordance with the terms of said contract.

d. That an appropriation in the amount of \$47,357.00 shall be provided from the budget account number 111 - 910 - 5452 - 702 to allow for completion of the scope of work in accordance with the terms of the contract.

# City of El Paso de Robles

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PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 18th day of September, 1990, on the following vote:

AYES: Russell, Martin, Picanco, and Iversen

NOES: None

ABSENT: Reneau

  
\_\_\_\_\_  
MAYOR, CHRISTIAN E. IVERSEN

ATTEST:

  
\_\_\_\_\_  
CITY CLERK, JERRY BANKSTON

# City of El Paso de Robles

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## APPENDIX TO ATTACHMENTS

I. Contractor's bid forms, with bid amounts.

II. Resolution awarding a contract in the amount of \$ 47,357.00 to complete that scope of work associated with the removal and disposal of asbestos at the former City Activity Center Building located at 816 10th Street, City of Paso Robles.

BID FORM - NO ALTERNATES

TO: The City of El Paso de Robles, State of California, herein called Owner:

1. Pursuant to and in compliance with your Notice to Bidders and Contract Documents relating to the Asbestos Abatement - Paso Robles Community Center PO100 including Addenda Nos. 1 the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of Forty Seven Thousand Three Hundred (\$47,357.00).  
Fifty Seven Dollars and no/100

BID FORM

2. It is understood that Owner reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of ninety (90) days from the date prescribed for its opening.

3. Attached hereto, in compliance with Section 4100-4113 of the Public Contracts Code of the State of California, is a "Designation of Subcontractor".

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within ninety (90) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to Owner in accordance with the proposal as accepted together with the insurance documents specified in Article 14 of the General Conditions, and will also furnish and deliver to Owner the Performance Bond and Payment Bond as herein specified, all within ten (10) days after personal delivery or deposit in the mail, as the case may be, of the notification of award and that the work under the Contract shall be commenced by the undersigned bidder on the date to be stated in Owner's Notice to Proceed, and shall be completed in the time specified in Section 2 of the Agreement of said Contract Documents.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

6. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

Accompany this proposal is Bidder's Bond (insert words "cash", "cashier's check", "certified check", or "bidder's bond", as the case may be) in an amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing proposal as principals as follows:

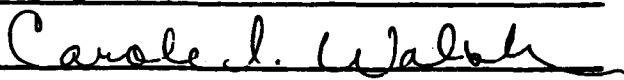
IMPORTANT NOTICE: If bidder is a corporation, the legal name of the corporation shall be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners firm; if bidder or other interested person is an individual, state first and last names in full.

Walsh & sons Asbestos Services, Inc.

William M. Walsh / President



Carole I. Walsh / Secretary / V.P.



7. Section 7028.15(e) of the Business and Professions Code requires the contractors license number and expiration date to appear on the bid form. Bids not containing this information shall be considered non-responsive and shall be rejected.

License Classification C-2 License Number 575678 Expiration Date 9-6-90

I declare under penalty of perjury that the foregoing information is true and correct.

Sign Here.....) Carole I. Walsh  
Carole I. Walsh  
Signature of Bidder

NOTE: If bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above.

Business address: 6255 Navarette Street, Atascadero, CA 93422

Place of residence: 6255 Navarette Street, Atascadero, CA 93422

Date: 8-30-, 19 90

CORPORATE CERTIFICATE

I, Carole I. Walsh, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that

Carole I. Walsh who signed said Contract on behalf of the Contractor, was then Secretary / Vice-President of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Carole I. Walsh  
(Secretary)

CONTRACT NO.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Walsh & Sons, as Principal, American Trust Insurance Company, Ltd. and C/O Weakley and Company, as Surety, are held and firmly bound unto the City of El Paso de Robles, State of California, (hereinafter called "Owner") in the penal sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Greatest Amount Bid\*\*\*(\$ 10% GAB\*\*\*\*). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows, for which bids are to be opened on August 21, 1990, has been submitted by Principal to Owner: (Copy here the exact description of work, including location, from bid form).

BIDDER'S BOND




NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations of this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by Owner and judgement is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, we have hereunder set out hands and seals on this 17th day of August, 1990.

Walsh & Sons \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

American Trust Insurance Co. (Seal)  
Ltd. C. O. Weakley and Company (Seal)  
By: \_\_\_\_\_ (Seal)  
Clare G. Weakley  
Attorney-in-Fact  
10670 N. Central Expressway, Suite 250  
Dallas, Texas 75231  
Address



NOTE: Signatures of those executing for Surety must be properly acknowledged.

BIDDER'S BOND