

COUNCIL AGENDA REPORT

April 6, 2010

TO: City Council

FROM: *RAU* City Manager

Prepared by: Director of Public Works/City Engineer 

**SUBJECT: FEDERAL STIMULUS CONCRETE IMPROVEMENT PROJECT #1
BID NO. 2010/06
AWARD OF BID**

RECOMMENDATION:

That the City Council adopt a resolution approving a contract with Jayson Fisher, to award Bid No. 2010/06, Federal Stimulus Concrete Improvement Project #1.

BACKGROUND:

The project consists of the repair and construction of concrete improvements along Broadway from Preisker Lane to Main Street. The various types of concrete improvements include sidewalk, curb, gutter, and driveway ramps.

This project targets a priority area in need of concrete repair and improvement within the City. The improvements address ADA accessibility, tree root damaged areas, and repairs where high pedestrian volumes are experienced.

Federal stimulus funding identified as the American Recovery and Reinvestment Act (ARRA) will provide 100% of funds for the project with no local match required of the City.

DISCUSSION:

Report of the bids received is attached summarizing the detailed proposal of each of the bidders.

PROJECT DATA

Low Bid:	\$156,801.25
High Bid:	\$340,803.47
No. Bids Received:	-10-
Engineer's Estimate:	\$302,309.48
Bids Opened 2:00 p.m.:	03/09/10
Time Allowed:	90 CALENDAR DAYS

Signed proposals and bid bond forms are available for viewing in the Records/City Clerk Division.

Alternatives:

The recommended action is to award the bid of \$156,801.25. There were no additive alternative bid items included in this project.

The alternative to the recommended action would be to reject all bids. The lowest bid is nearly 50% less than the engineer's estimate. The low bid received is responsive and complete.

Fiscal Considerations:

Sufficient funds for this project have been awarded to the City through the American Recovery and Reinvestment Act (ARRA). Below is a breakdown of the ARRA Funds and ARRA projects awarded to date:

<u>ARRA Funding Breakdown</u>	<u>Amount</u>
Total ARRA Funding	\$ 4,200,000.00
2010/05 ARRA Project (Overlay #1)	- \$ 1,200,000.00
2010/07 ARRA Project (Overlay #2)	- \$ 1,766,000.00
2010/08 ARRA Project (Concrete # 2)	- \$ 305,000.00
2010/09 ARRA Project (Concrete # 3)	- <u>\$ 230,000.00</u>
Total ARRA Funds Remaining	\$ 699,000.00

The anticipated expenditures for this project are listed below:

<u>Anticipated Expenditures</u>	<u>Amount</u>
Award	\$ 156,801.25
Inspection, testing, 20% contingency	<u>\$ 43,198.75</u>
Total	\$ 200,000.00

Upon award of this contract, the Director of Administrative Services will appropriate funds into an expenditure account in a sufficient amount to cover the anticipated expenditures.

Impact to the Community:

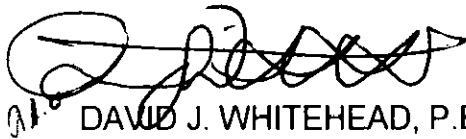
The Public will benefit from new sidewalks, curbs, and gutters to better facilitate pedestrian traffic and street drainage.

Many of the adjacent businesses may encounter some disruption due to the construction activity, however they will ultimately benefit from the new pedestrian and driveway access facilities. City field staff will coordinate with each business in order to reduce disruption to pedestrian and vehicular access as much as possible.

Motorists and pedestrians may experience inconvenience during construction due to the presence of construction equipment and traffic control devices. The project includes public notification, such as newspaper advertisement. These efforts are intended to allow the public to prepare for project impacts by adjusting their schedules and following different travel routes during construction. Motorists will be advised to reduce speeds in roadway construction areas.

Other Agency Review:

Caltrans has reviewed and approved this project as part of the ARRA funding requirement.



DAVID J. WHITEHEAD, P.E.
Director of Public Works/City Engineer

ATTACHMENTS:

- 1) News Release
- 2) Spread Sheet
- 3) Agreement

xc: Chief Deputy City Clerk
Streets & Facilities Manager

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NEWS RELEASE

04/06/10

FEDERAL STIMULUS CONCRETE IMPROVEMENT PROJECT #1

PROJECT DESCRIPTION:

The project consists of the repair and construction of concrete improvements along Broadway from Preisker Lane to Main Street. The various types of concrete improvements include sidewalk, curb, gutter, and driveway ramps.

The City Council is being asked to call for bids for the above work at its regular meeting of 09/15/09. Bids will be opened at 2:00 p.m. on 03/09/10, and award/advisement/rejection of contract is scheduled for the 04/06/10 Council Meeting. The specifications require that all work be completed within 90 CALENDAR DAYS.

SUPPLEMENTARY PRESS RELEASE

On 03/10/10 bids from -10- contractors were opened by the City Clerk of the City of Santa Maria as follows:

Jayson Fisher, Arroyo Grande, CA	\$156,801.25
G. Sosa Construction, Santa Maria, CA	\$163,126.25
Granite Construction, Santa Barbara, CA	\$172,562.40
Souza Construction, Inc., San Luis Obispo, CA	\$174,926.00
Brough Construction, Inc., Arroyo Grande, CA	\$182,647.31
V. Lopez Jr & Sons, Santa Maria, CA	\$203,343.10
Elevation General Engineering, Santa Maria, CA	\$219,995.05
CalPortland Construction, Santa Maria, CA	\$238,159.00
R. Burke Corporation, San Luis Obispo, CA	\$276,592.60
J&P Construction, San Luis Obispo, CA	\$340,803.47

At its 04/06/10 meeting, the City Council will consider a staff recommendation to award the contract to the low bidder.

These bids have been taken under advisement by the City.

Bid(s) received have been rejected by the City.

Department: **Public Works – Engineering Division**
 Contact Person: **Dave Whitehead**
 Telephone Number: **925-0951, Ext. 225**
 Email Address: **dwhitehead@ci.santa-maria.ca.us**



DETAILED BID RESULTS
CITY OF SANTA MARIA
E-MAIL: admin@ci.santa-maria.ca.us

PROJECT:	FEDERAL STIMULUS CONCRETE IMPROVEMENT	\$ 156,801.25	PH: 805-473-1404	\$ 163,126.25	PH: 805-934-3606	\$ 172,562.40	PH: 831-724-1011
BID NO.:	2010/06	Jayson Fisher		G. Sosa Construction		Granite Construction Co.	
BID OPENING DATE:	03/09/10	P.O. Box 422		2880 Santa Maria Way D3		P.O. Box 50085	
		Arroyo Grande, CA 93420		Santa Maria, CA 93455		Watsonville, CA 95077	

REF	DESCRIPTION	ESTIMATED QUANTITY		ENGINEER'S ESTIMATE		UNIT PRICE		ESTIMATED TOTAL		UNIT PRICE		ESTIMATED TOTAL	
		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL		
1	CONSTRUCTION COORDINATION	1	LS	\$ 38,688.98	\$ 38,688.98	\$ 3,000.00	\$ 3,000.00	\$ 14,500.00	\$ 14,500.00	\$ 500.00	\$ 500.00		
2	SAWCUT EXISTING A.C. AND P.C.C.	4,097	LF	\$ 2.50	\$ 10,242.50	\$ 1.25	\$ 5,121.25	\$ 1.00	\$ 4,097.00	\$ 0.60	\$ 2,458.20		
3	A.C. AND P.C.C. REMOVALS	20,732	SF	\$ 2.50	\$ 51,830.00	\$ 1.75	\$ 36,281.00	\$ 2.00	\$ 41,464.00	\$ 1.80	\$ 37,317.60		
4	A.C. PAVEMENT 4.5"	57	TN	\$ 75.00	\$ 4,275.00	\$ 181.00	\$ 10,317.00	\$ 225.00	\$ 12,825.00	\$ 140.00	\$ 7,980.00		
5	P.C.C. SIDEWALK	15,783	SF	\$ 10.00	\$ 157,830.00	\$ 4.00	\$ 63,132.00	\$ 3.75	\$ 59,186.25	\$ 5.20	\$ 82,071.60		
6	P.C.C. CURB AND GUTTER	1,343	LF	\$ 25.00	\$ 33,575.00	\$ 22.00	\$ 29,546.00	\$ 18.00	\$ 24,174.00	\$ 25.00	\$ 33,575.00		
7	MISC. CONCRETE REPAIR AT DRIVE APPROACH	488	SF	\$ 12.00	\$ 5,856.00	\$ 8.00	\$ 3,904.00	\$ 10.00	\$ 4,880.00	\$ 12.00	\$ 5,856.00		
8	TRAFFIC CONTROL	1	LS	\$ 12.00	\$ 12.00	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,804.00	\$ 2,804.00		
	TOTAL:				\$ 302,309.48		\$ 156,801.25		\$ 163,126.25		\$ 172,562.40		

OTHER BIDS		
4	Souza Construction, Inc., San Luis Obispo, CA	\$ 174,926.00
5	Brough Construction, Inc., Arroyo Grande, CA	\$ 182,647.31
6	V. Lopez Jr. & Sons, Santa Maria, CA	\$ 203,343.10
7	Elevation General Engineering, Santa Maria, CA	\$ 219,995.05
8	CalPortland Construction, Santa Maria, CA	\$ 238,159.00
9	R. Burke Corp., San Luis Obispo, CA	\$ 276,592.60
10	J & P Construction, San Luis Obispo, CA	\$ 340,803.47

AGREEMENT

FEDERAL STIMULUS CONCRETE
IMPROVEMENT PROJECT #1

BID NO. 2010/06

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010,
by and between

JAYSON FISHER

hereinafter referred to as "Contractor," and the City of Santa Maria in the County of Santa Barbara, California, hereinafter referred to as "Owner."

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: BID NO. 2010-06, Federal Stimulus Concrete Improvement Project #1 in accordance with the Contract Documents therefor, adopted by the City Council, of Owner, as prepared by the City of Santa Maria.
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 One Hundred Fifty-six Thousand, Eight Hundred One Dollars
and Twenty-five Cents

Contract Price in Figures \$156,801.25

3. Contractor agrees to complete said work within the contract time of 90 CALENDAR 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.

6. That, in accordance with Section 1775 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.
7. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more than fifty dollars (\$50) 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.
11. That Contractor shall have furnished, prior to execution of the contract, three bonds approved by Owner, one in the amount of one-hundred percent (100%) of the contract price, to guarantee the faithful performance of the work, one in the amount of one-hundred percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished, and one 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 this agreement, by reference, includes the contract documents defined in Document 00700, General Conditions.
13. 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 City's business.
14. 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 City to any assignment of this agreement or any interest in this agreement.

(Remainder of this page left intentionally blank.)

IN WITNESS WHEREOF, said Contractor and the Mayor of Santa Maria, by Resolution No. _____ of the City Council, of Owner thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CITY OF SANTA MARIA
SANTA BARBARA COUNTY, CALIFORNIA

BY: _____
MAYOR

CONTRACTOR

BY: _____
JAYSON FISHER
OWNER
JAYSON FISHER

ATTEST:
BY: _____
CHIEF DEPUTY CITY CLERK
DATE: _____

APPROVED AS TO FORM:
BY: _____
DEPUTY CITY ATTORNEY
DATE: _____

BY: _____
DEPARTMENT HEAD
DATE: _____

BY: _____
CITY MANAGER
DATE: 3.30.10

*** END OF DOCUMENT 00500 ***

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