

COUNCIL AGENDA REPORT

February 16, 2010

TO: City Council

FROM: City Manager

Prepared by: Director of Public Works/City Engineer *R.A.W.*

**SUBJECT: FEDERAL STIMULUS CONCRETE PROJECT #2
BID NO. 2010/08
AWARD OF BID**

RECOMMENDATION:

That the City Council adopt a resolution approving a contract with Souza Engineering Contracting, Inc., to award Bid No. 2010/08, Federal Stimulus Concrete Project #2.

BACKGROUND:

The project consists of the repair and construction of concrete improvements along three segments of Thornburg Street. These segments are from Donovan Road to Alvin Avenue, Fesler Street to Main Street, and Ronald Place to Battles Road. The various types of concrete improvements include sidewalk, curb, gutter, cross gutter, spandrel, driveway ramps, ADA accessible ramps, and alley 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:	\$241,244.00
High Bid:	\$859,237.04
No. Bids Received:	-13-
Engineer's Estimate:	\$367,376.33
Bids Opened 2:00 p.m.:	01/19/10
Time Allowed:	90 CALENDAR DAYS

Subcontractors for this project are as listed:

<u>Company name</u>	<u>City, State</u>
Precision Concrete	Santa Maria, CA

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 \$241,244.00. 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 35% less than the engineer's estimate. The low bid received is responsive and the low bidder is well regarded, having completed similar public works projects.

Fiscal Considerations:

Sufficient funds for this project have been budgeted and are located in Account No. 064-011-045-52-79, which is "ARRA Concrete Project II." The funding source is from ARRA Grant Funding.

<u>Available budget account</u>	<u>Amount</u>
064-011-045-52-79	<u>\$ 331,816.00</u>
Total	<u>\$ 331,816.00</u>

<u>Anticipated Expenditures</u>	<u>Amount</u>
Award	<u>\$ 241,244.00</u>
Inspection, testing, 20% contingency	<u>\$ 63,756.00</u>
Total	<u>\$ 305,000.00</u>

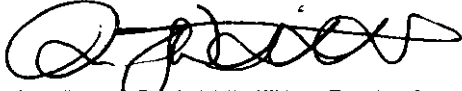
Impact to the Community:

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

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.



RAC.

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

11/03/09

FEDERAL STIMULUS CONCRETE PROJECT #2

PROJECT DESCRIPTION:

This project will consist of the repair and construction of various concrete improvements consisting of the following: sidewalk, curb, gutter, ADA accessible ramps, alley ramps, and all work necessary to render the facilities complete and operational.

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 01/19/10, and award/advisement/rejection of contract is scheduled for the 02/16/10 Council Meeting. The specifications require that all work be completed within 90 CALENDAR DAYS.

(The City does not wish to publicize the Engineer's Estimate of the project cost since this information may tend to influence the number and nature of bids received.)

SUPPLEMENTARY PRESS RELEASE

On 01/19/10 bids from -13- contractors were opened by the City Clerk of the City of Santa Maria as follows:

Souza Construction, San Luis Obispo, CA	\$241,244.00
Rockwood General Engineering, Nipomo, CA	\$244,117.00
Pacific Engineering, Bakersfield, CA	\$248,883.10
California Coastal Development, Santa Maria, CA	\$264,241.10
V. Lopez & Sons, Santa Maria, CA	\$267,540.37
G. Sosa Construction, Inc., Santa Maria, CA	\$272,638.65
Brough Construction, Arroyo Grande, CA	\$274,085.20
John Madonna Construction, San Luis Obispo, CA	\$279,605.00
Elevation General Engineering, Santa Maria, CA	\$279,846.38
Cal Portland Construction, Santa Maria, CA	\$313,133.50
Granite Construction Co., Santa Maria, CA	\$314,196.00
R. Burke Corp., Santa Maria, CA	\$373,593.93
J & P Construction, Santa Maria, CA	\$859,237.04

At its 02/16/10 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: Rodger Olds
Telephone Number: 925-0951, Ext. 225
Email Address: rolds@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 PROJECT #2 - THORNBURG STREET		\$ 241,244.00	PH: 805-546-8288	\$ 244,117.00	PH: 805-343-7738	\$ 248,883.10	PH: 805-343-7738		
BID NO.:		2010/08		Souza Engineering Contracting P.O. Box 3810 San Luis Obispo, CA 93403		Rockwood General Contractors, Inc. 781 Calle Bendita Arroyo Grande, CA 93420		PE Pacific Engineering 516 Butte Street Bakersfield, CA 93305			
BID OPENING DATE:		01/19/10									
DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL	
			UNIT PRICE	ESTIMATED TOTAL							UNIT PRICE
BASE BID ITEMS											
1	CONSTRUCTION COORDINATION		LS	\$ 56,612.33	\$ 56,612.33	\$ 2,410.00	\$ 2,410.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
2	SAW CUT EXISTING A.C. AND P.C.C.	3650	LF	\$ 2.50	\$ 9,125.00	\$ 1.00	\$ 3,650.00	\$ 1.25	\$ 4,562.50	\$ 0.80	\$ 2,920.00
3	A.C. AND P.C.C. REMOVALS	26666	SF	\$ 2.50		\$ 0.50	\$ 13,333.00	\$ 1.25	\$ 33,332.50	\$ 1.75	\$ 46,665.50
4	4" THICK PORTLAND CEMENT CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE (PANELS)	5600	SF	\$ 8.00	\$ 44,800.00	\$ 8.00	\$ 44,800.00	\$ 5.90	\$ 33,040.00	\$ 6.10	\$ 34,160.00
5	P.C.C. SIDEWALK (4" THICK)	13278	SF	\$ 10.00	\$ 132,780.00	\$ 4.00	\$ 53,112.00	\$ 4.00	\$ 53,112.00	\$ 3.95	\$ 52,448.10
6	P.C.C. CURB AND GUTTER	2459	LF	\$ 25.00	\$ 61,475.00	\$ 22.00	\$ 54,098.00	\$ 19.80	\$ 48,688.20	\$ 17.90	\$ 44,016.10
7	P.C.C. DRIVE APPROACH	294	SF	\$ 12.00	\$ 3,528.00	\$ 8.00	\$ 2,352.00	\$ 20.50	\$ 6,027.00	\$ 5.10	\$ 1,499.40
8	P.C.C. ALLEY APPROACH	192	SF	\$ 12.00	\$ 2,304.00	\$ 9.00	\$ 1,728.00	\$ 8.75	\$ 1,680.00	\$ 8.50	\$ 1,632.00
9	P.C.C. CROSSGUTTER	1386	SF	\$ 12.00	\$ 16,632.00	\$ 9.00	\$ 12,474.00	\$ 6.80	\$ 9,424.80	\$ 9.50	\$ 13,167.00
10	P.C.C. SPANDREL	610	SF	\$ 12.00	\$ 7,320.00	\$ 9.50	\$ 5,795.00	\$ 6.60	\$ 4,026.00	\$ 9.50	\$ 5,795.00
11	A.C. PAVEMENT 4.5"	104	TN	\$ 75.00	\$ 7,800.00	\$ 223.00	\$ 23,192.00	\$ 231.00	\$ 24,024.00	\$ 145.00	\$ 15,080.00
12	TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00
13	TREE ROOT TRIMMING AND BARRIER	40	EA	\$ 500.00	\$ 20,000.00	\$ 520.00	\$ 20,800.00	\$ 540.00	\$ 21,600.00	\$ 650.00	\$ 26,000.00
TOTAL:				\$ 367,376.33		\$ 241,244.00		\$ 244,117.00		\$ 248,883.10	
OTHER BIDS											
4	California Coastal Development, Santa Maria, CA					\$	264,241.10				
5	V. Lopez & Sons, Santa Maria, CA					\$	267,540.37				
6	G. Sosa Construction, Santa Maria, CA					\$	272,638.65				
7	Brough Construction Inc., Arroyo Grande, CA					\$	274,085.20				
8	John Madonna Construction, San Luis Obispo, CA					\$	279,605.00				
9	Elevation General Engineering, Santa Maria, CA					\$	279,846.38				
10	CalPortland Construction, Santa Maria, CA					\$	313,133.50				
11	Granite Construction Co., Santa Maria, CA					\$	314,196.00				
12	R. Burke Corp., Santa Maria, CA					\$	373,593.93				
13	J & P Construction					\$	859,237.04				

AGREEMENT

FEDERAL STIMULUS CONCRETE
PROJECT #2 – THORNBURG STREET

BID NO. 2010/08

DOCUMENT 00500

AGREEMENT

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

SOUZA ENGINEERING CONTRACTING, INC.

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.
2010/08, FEDERAL STIMULUS CONCRETE PROJECT #2 – THORNBURG STREET
in accordance with the Contract Documents therefor, adopted by the City Council, of
Owner, as prepared by 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 Two Hundred Forty-one Thousand, Two Hundred Forty-four Dollars

Contract Price in Figures \$241,244.00

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: _____
STEVE A. SOUZA
PRESIDENT
SOUZA ENGINEERING CONTRACTING, INC.

BY: _____
TERRY J. KALMAN
SECRETARY
SOUZA ENGINEERING CONTRACTING, INC.


ATTEST:

APPROVED AS TO FORM:

BY: _____
CHIEF DEPUTY CITY CLERK
DATE: _____

BY: 
DEPUTY CITY ATTORNEY
DATE: _____

^{RHC}
BY: 
DEPARTMENT HEAD
DATE: _____

BY: 
CITY MANAGER
DATE: 2-7-10

*** END OF DOCUMENT 00500 ***

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