

## COUNCIL AGENDA REPORT

January 5, 2010

TO: City Council

FROM: City Manager

Prepared by: Director of Public Works/City Engineer

SUBJECT: **FEDERAL STIMULUS OVERLAY PROJECT #2  
BID NO. 2010/07  
AWARD OF BID**

### RECOMMENDATION:

That the City Council adopt a resolution approving a contract with CalPortland Construction, to award Bid No. 2010/07, Federal Stimulus Overlay Project #2.

### BACKGROUND:

This project will consist of the overlay and reconstruction of various streets within the City of Santa Maria as identified by the City's Pavement Management System (PMS) and identified below:

#### **Overlay Project #2**

- North Railroad Avenue – Taylor Street to Donovan Road
- North Western Avenue – Fesler Street to Main Street
- South College Drive – Boone Street to Stowell Road
- South Miller Street – Enos Drive to Stowell Road
- South Miller Street – Inger Drive to Betteravia
- West Cook Street – Blosser Road to Railroad Avenue
- West Cook Street – Pine Street to Broadway

In order to be eligible for American Recovery and Reinvestment Act funds, the roadway must be functionally classified as a collector or arterial. The streets above are identified as either collectors or arterials in the California Road System.

### DISCUSSION:

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

	<u>PROJECT DATA</u>
Low Bid:	\$959,639.30
High Bid:	\$1,129,799.85
No. Bids Received:	-6-
Engineer's Estimate:	\$1,105,543.79
Bids Opened 2:00 p.m.:	12/08/09
Time Allowed:	75 CALENDAR DAYS

Subcontractors for this project are as listed:

<u>Company name</u>	<u>City, State</u>
A.A. & P Contractors	Saticoy, CA
Rick's Tree Service	Nipomo, CA
Statewide Safety & Signs	Nipomo, CA
Sudhakar Co.	Rialto, CA
Woeste Electric	Arroyo Grande, 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 \$959,639.30. 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 approximately 20% 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 for the City of Santa Maria in the past.

Fiscal Considerations:

Sufficient funds for this project have been budgeted and are located in Account No. 064-011-045-52-78, which is "ARRA Overlay PMS II" and Account No. 064-011-045-52-40, which is "Street Rehabilitation." The funding source is from the American Recovery and Reinvestment Act (ARRA) and other grant funding.

<u>Available budget account</u>	<u>Amount</u>
064-011-045-52-78 (ARRA Overlay PMS II)	\$1,000,000.00
064-011-045-52-40 (Street Rehabilitation)	<u>\$ 930,498.32</u>
Total	\$1,930,498.32

<u>Anticipated Expenditures</u>	<u>Amount</u>
Award	\$ 959,639.30
Inspection, testing, 20% contingency	<u>\$ 240,360.70</u>
Total	\$1,200,000.00

Impact to the Community:

The Public will benefit from newly paved roadways by providing a smoother, better draining roadway and also by greatly extending the lifespan of the roadway structure.

Motorists may experience inconvenience during construction due to the presence of the construction equipment and traffic control devices. The project includes public notification, such as newspaper advertisements. These efforts are intended to allow the motoring public to prepare for the 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



# SANTA MARIA

An All-America City Since 1998

News

## NEWS RELEASE

01/05/10

### FEDERAL STIMULUS OVERLAY PROJECT #2

#### PROJECT DESCRIPTION:

This project will consist of the overlay and reconstruction of various streets within the City of Santa Maria, 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 12/08/09, and award/advisement/rejection of contract is scheduled for the 01/05/10 Council Meeting. The specifications require that all work be completed within 75 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.)

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#### SUPPLEMENTARY PRESS RELEASE

On 12/08/09 bids from -6- contractors were opened by the City Clerk of the City of Santa Maria as follows:

CalPortland Construction, Santa Maria, CA	\$ 959,639.30
Rockwood General Contractors, Nipomo, CA	\$1,024,620.91
Granite Construction, Santa Barbara, CA	\$1,058,929.00
R. Burke Corp., San Luis Obispo, CA	\$1,068,016.50
Souza Construction, San Luis Obispo, CA	\$1,081,034.19
Papich Construction, Inc., Pismo Beach, CA	\$1,129,799.85

At its 01/05/10 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





ORIGINAL

AGREEMENT

FEDERAL STIMULUS OVERLAY  
PROJECT #2

BID NO. 2010/07

DOCUMENT 00500

AGREEMENT

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

CalPortland Construction

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. 2010/07,  
Federal Stimulus Overlay Project #2 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                                      Nine Hundred Fifty-Nine Thousand, Six Hundred Thirty-Nine Dollars  
and Thirty Cents

Contract Price in Figures    \$959,639.30

3. Contractor agrees to complete said work within the contract time of 75 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: \_\_\_\_\_  
ALLEN HAMBLÉN  
PRESIDENT  
CALPORTLAND CONSTRUCTION

BY: \_\_\_\_\_  
JOHN RENNINGER  
SECRETARY  
CALPORTLAND CONSTRUCTION

ATTEST:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CHIEF DEPUTY CITY CLERK

BY: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY:  \_\_\_\_\_  
4<sup>th</sup> DEPARTMENT HEAD  
DATE: 12-22-09

BY: \_\_\_\_\_  
CITY MANAGER

DATE: \_\_\_\_\_

\*\*\* END OF DOCUMENT 00500 \*\*\*

RESOLUTION NO. 2010-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA,  
CALIFORNIA, APPROVING A CONTRACT WITH CALPORTLAND  
CONSTRUCTION FOR FEDERAL STIMULUS OVERLAY PROJECT #2  
BID NO. 2010/07

**WHEREAS**, the City Council of the City of Santa Maria formally advertised for bids for the Federal Stimulus Overlay Project #2, Bid No. 2010/07 at the regularly scheduled meeting on September 15, 2009; and

**WHEREAS**, the Notice Inviting Bids was published and posted in compliance with applicable sections of the Public Contract Code; and

**WHEREAS**, bids were publicly opened at 2:00 pm on December 8, 2009, in the City Council Chambers; and

**WHEREAS**, the low bid was found to be responsive and to include all required documentation, bid bonds, and signatures; and

**WHEREAS**, the City has been granted \$4,099,816.00 through the American Recovery and Reinvestment Act (ARRA);

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Santa Maria, California, as follows:

That the Mayor is hereby authorized and directed to execute for and on behalf of the City of Santa Maria, a public works contract with CalPortland Construction for Federal Stimulus Overlay Project #2, Bid No. 2010/07.

The award of said bid and approval of said agreement are conditional upon execution of the said agreement by the successful bidder in the form and upon the terms set forth therein by the City.

**WHEREAS**, the low bid was found to be responsive and to include all required documentation, bid bonds, and signatures;

**IT IS FURTHER RESOLVED** by the City Council of the City of Santa Maria that the Acting Director of Administrative Services is hereby authorized and directed to appropriate funds into Account No. 064-011-045-52-78 which is "ARRA Overlay PMS II", in the amount of \$1,000,000.00, and into Account No. 064-011-045-52-40, which is "Street Rehabilitation" in the amount of \$930,498.32 for this project. The funding source is from the American Recovery and Reinvestment Act (ARRA) and other Grant Funds.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Santa Maria held this 5<sup>th</sup> day of January, 2010.

ATTEST:

By: \_\_\_\_\_  
Chief Deputy City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
City Attorney

CONTENTS:  
By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
City Manager