

COUNCIL AGENDA REPORT

July 6, 2010

TO: City Council

FROM: City Manager

Prepared by: Director of Public Works City Engineer

**SUBJECT: MALL PARKING STRUCTURE A – FEDERAL STIMULUS ENERGY EFFICIENCY PROJECT
BID NO. 2010/13
AWARD OF BID**

RECOMMENDATION:

That the City Council adopt a resolution approving a contract with Santa Maria Electric, Inc., to award Bid No. 2010/13, Mall Parking Structure A – Federal Stimulus Energy Efficiency Project.

BACKGROUND:

In June 2009, the City of Santa Maria was awarded American Recovery and Reinvestment Act (ARRA) federal grant funds in the amount of \$826,000 through the Energy Efficiency & Conservation Block Grant Program. The funds are to be utilized to improve energy efficiency at City maintained facilities.

This project consists of the complete replacement of all high pressure sodium (HPS) lighting fixtures within the Town Center East Mall Parking Structure A. The existing HPS lighting fixtures will be replaced with energy efficient induction lighting fixtures.

The present lighting system in the mall parking structure is a candidate for electric power conservation. Replacement of the existing HPS fixtures with energy efficient induction fixtures will enhance the lighting within the parking structure and improve overall energy efficiency.

DISCUSSION:

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

PROJECT DATA

Low Bid:	\$558,720.00
High Bid:	\$698,000.00
No. Bids Received:	-11-
Engineer's Estimate:	\$797,600.00
Bids Opened 2:00 p.m.:	06/08/10
Time Allowed:	165 CALENDAR DAYS

There were no subcontractors listed with this bid.

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 \$558,720.00. There were no additive alternate bid items included in this project.

The alternative to the recommended action would be to reject all bids and rebid the project. The lowest bid is approximately 30% less than the engineer's estimate. The low bid received is responsive and the low bidder is a well regarded local contractor. Furthermore, rebidding the project would delay the start of the project by a minimum of two months, which could potentially endanger the grant funding for this project.

Fiscal Considerations

Sufficient funds for this project have been budgeted and are located in Account No. 047-011-030-52-01, which is "ENERGY EFF – ARRA." The funding source is from the American Recovery and Reinvestment Act (ARRA) federal grant funds.

<u>Available Budget Account</u>	<u>Amount</u>
047-011-030-52-01	<u>\$826,000.00</u>
Total	<u>\$826,000.00</u>

<u>Anticipated Expenditures</u>	<u>Amount</u>
Award	\$558,720.00
Inspection, testing, and contingency	<u>\$191,280.00</u>
Total	<u>\$750,000.00</u>

Impact to the Community

The proposed project will improve the energy efficiency of the Town Center Mall Parking Structure A, which would result in lower energy costs to the City. Furthermore, this project will result in a brighter lighting condition at the parking structure. Improved levels of lighting brightness in the parking structure will enhance a sense of safety and encourage shoppers to park in the structure.

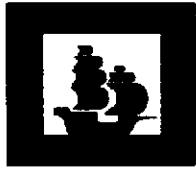
Other Agency Review

Mall management has reviewed and supports this project.


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 Supervisor



SANTA MARIA

An All-America City Since 1998

News

NEWS RELEASE

07/06/10

MALL PARKING STRUCTURE A – FEDERAL STIMULUS ENERGY EFFICIENCY PROJECT

PROJECT DESCRIPTION:

This project shall consist of the complete lighting fixture replacement of all high pressure sodium (HPS) lighting with energy efficient induction lighting fixtures within the Town Center East Mall Parking Structure A, and all work necessary to render the facility complete and operational.

The City Council is being asked to call for bids for the above work at its regular meeting of 05/04/10. Bids will be opened at 2:00 p.m. on 06/08/10, and award/advisement/rejection of contract is scheduled for the 07/06/10 Council Meeting. The specifications require that all work be completed within **165 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 06/08/10 bids from -11- contractors were opened by the City Clerk of the City of Santa Maria as follows:

Santa Maria Electric, Inc., Santa Maria, CA	\$558,720.00
Brannon Inc. dba Smith Electric, Inc., Santa Maria, CA	\$558,801.00
Vernon Edwards Constructors, Santa Maria, CA	\$563,580.00
Lee Wilson Electric Co., Inc., Arroyo Grande, CA	\$574,000.00
Accu-Rite Electric, Pismo Beach, CA	\$580,782.91
Newton Construction, San Luis Obispo, CA	\$585,000.00
Electricraft, San Luis Obispo, CA	\$588,885.00
Taft Electric Co., Solvang, CA	\$599,995.00
JP Electric, Arroyo Grande, CA	\$637,036.00
DMS Electric, Inc., Santa Maria, CA	\$695,587.00
Torres Construction Corp., Los Angeles, CA	\$698,000.00

At its 07/06/10 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.

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

PROJECT: MALL PARKING STRUCTURE A - FEDERAL STIMULUS ENERGY EFFICIENCY PROJECT	\$ 558,720.00 PH: 805-922-7777	\$ 558,801.00 PH: 805-621-5000	\$ 563,581.00 PH: 805-614-9909
BID NO.: 2010/13	Santa Maria Electric, Inc. 408 N. Broadway	Brannon, Inc. dba Smith Electric Service 1340 W. Betteravia Road Santa Maria, CA 93455	Vernon Edwards Constructors, Inc. 900 E. Main Street, #103 Santa Maria, CA 93454
BID OPENING DATE: 05/04/10	Santa Maria Electric, Inc.		

REF	DESCRIPTION	ESTIMATED QUANTITY		ENGINEER'S ESTIMATE		UNIT PRICE		ESTIMATED TOTAL		UNIT PRICE		ESTIMATED TOTAL	
		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL		
	BASE BID ITEMS												
1	LUMINAIRES	1	LS	582,610.66	\$ 582,610.66	\$ 434,610.00	\$ 434,610.00	\$ 437,669.00	\$ 437,669.00	\$ 448,814.00	\$ 448,814.00		
2	LIGHTING CONTROL SYSTEM	1	LS	28,868.13	\$ 28,868.13	\$ 105,020.00	\$ 105,020.00	\$ 98,024.00	\$ 98,024.00	\$ 109,999.00	\$ 109,999.00		
3	OTHER ELECTRICAL WORK	1	LS	21,539.55	\$ 21,539.55	\$ 19,090.00	\$ 19,090.00	\$ 23,108.00	\$ 23,108.00	\$ 4,768.00	\$ 4,768.00		
TOTAL:					\$ 633,018.34		\$ 558,720.00		\$ 558,801.00		\$ 563,581.00		

DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	UNIT PRICE	UNIT PRICE
SUPPLEMENTAL INFORMATION	QUANTITY	UNIT			
TYPE 'A' / 'B'	1	EA	\$ 501.00	\$ 534.00	\$ 510.11
TYPE 'C'	1	EA	\$ 351.00	\$ 364.00	\$ 327.92
TYPE 'SE'	1	EA	\$ 1,641.00	\$ 1,915.00	\$ 1,663.95
TYPE 'X'	1	EA	\$ 331.00	\$ 287.00	\$ 267.20
TYPE 'XL'	1	EA	\$ 261.00	\$ 259.00	\$ 219.82

OTHER BIDS		
4	Lee Wilson Electric Co., Inc., Arroyo Grande, CA	\$ 574,000.00
5	Accurite Electric, Pismo Beach, CA	\$ 580,782.91
6	Newton Construction, San Luis Obispo, CA	\$ 585,000.00
7	Electricraft, San Luis Obispo, CA	\$ 588,885.00
8	Taft Electric Company, Solvang, CA	\$ 599,995.00
9	JP Electric, Arroyo Grande, CA	\$ 637,036.00
10	DMS Electric, Inc., Santa Maria, CA	\$ 695,587.00
11	Torres Construction Corp., Los Angeles, CA	\$ 698,000.00

ORIGINAL

AGREEMENT

MALL PARKING STRUCTURE A - FEDERAL
STIMULUS ENERGY EFFICIENCY PROJECT

BID NO. 2010/13

DOCUMENT 00500

AGREEMENT

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

SANTA MARIA ELECTRIC, 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. 2010/13, MALL PARKING STRUCTURE A - FEDERAL STIMULUS ENERGY EFFICIENCY PROJECT in accordance with the Contract Documents therefore, adopted by the City Council, of Owner, as prepared by Thoma Electric.
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 FIVE HUNDRED FIFTY EIGHT THOUSAND, SEVEN HUNDRED TWENTY Dollars and ZERO Cents

Contract Price in Figures \$558,720.00

3. Contractor agrees to complete said work within the contract time of ONE HUNDRED SIXTY-FIVE (165) 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.

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 R. MUSSELL
PRESIDENT
SANTA MARIA ELECTRIC, INC.

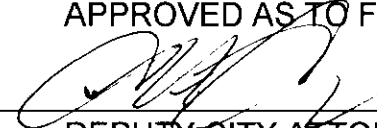
BY: _____
DONNA M. WHITE
SECRETARY & TREASURER
SANTA MARIA ELECTRIC, INC.

CITY

ATTEST:

APPROVED AS TO FORM:

BY: _____
CHIEF DEPUTY CITY CLERK
DATE: _____

BY: 
DEPUTY CITY ATTORNEY
DATE: _____

BY: _____
DEPARTMENT HEAD
DATE: _____

BY: 
CITY MANAGER
DATE: 6.28.10