

STAFF REPORT
COUNCIL MEETING DATE:
November 13, 2012

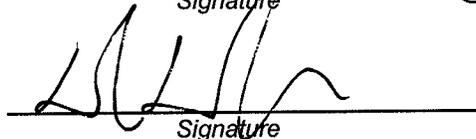
ITEMS FOR COUNCIL CONSIDERATION:

**Authorization and Award for Construction City Maintenance Project No. 15003,
El Carro Lane Sidewalk Maintenance In-fill Project Phase 1 with
Berry General Engineering**

Report prepared by: Charles W. Ebeling, Director
Department: Public Works


Signature

**Reviewed by
City Manager:**


Signature

ACTION **NON-ACTION** **STAFF RECOMMENDATION:**

Recommendation: That the City Council receives this staff report, to authorize the Mayor to sign the contract for City Maintenance Project 15003 El Carro Lane Sidewalk Maintenance In-fill Project Phase 1 to Berry General Engineering, the lowest responsible bidder, and approve a project budget of \$170,236.

I. BACKGROUND/DISCUSSION:

The City of Carpinteria Capital Improvement Program includes the El Carro Lane Sidewalk In-fill Project. Penfield and Smith, Inc. prepared the plans, specifications, and engineering cost estimates for curb, gutter, sidewalk, and driveway improvements on the north side of El Carro Lane west of the El Carro City Park. The proposed project is planned to be completed in two phases. Phase one of the improvements will include Americans with Disabilities Act (ADA) accessibility ramp improvements with curb extensions at the El Carro Lane/Namouna Street intersection, replacement of damaged sidewalk and driveways along the El Carro Park frontage, and in-fill and repairs of sidewalk extending approximately 250 west of the park boundary along the north side of El Carro Lane.

On May 14, 2012, the City Council authorized the consulting firm of Penfield & Smith to proceed with the project design and preparation of construction documents. On October 16, 2012, the El Carro Sidewalk Project was advertised for bids using the California Public Contract Code informal bid process. The bid documents were sent to the list of pre-qualified engineering contractors on file with the City. A total of 5 bids were received. The lowest three responsible bidders had bids that were within eight percent of each other. All of the bids received were less than the engineers estimate. The total number of working days anticipated for this project is 30 calendar days.

The project, pending the City Council's approval, is scheduled to be awarded on November 14, 2012, with construction of Phase 1 being completed before the end of this year. Berry General Engineering Contractors, Inc. was the low bid. Phase 2 of the sidewalk in-fill project is scheduled to go out to bid in January of 2013 with construction being complete during April 2013.

To supplement City Staff resources, a Construction Inspection Contract has been obtained from MNS Engineers, Inc. The inspection services will provide assurance that the project will be completed in accordance with the approved construction documents. City Staff will continue to provide a liaison between the public impacted by the project and the contractor.

II. POLICY:

The proposed project is included in the Street and Thoroughfares section of the current City of Carpinteria Capital Improvement Program. At the Annual Work Plan meeting held on January 28, 2012, the Council directed staff to make this project a high priority Public Works capital project in 2012. This project also addresses many of the goals, objectives and policy statements in the pedestrian circulation section of the Circulation Element in the City of Carpinteria General Plan.

This project was let to informal bid in accordance with the California Public Contract Code California Uniform Construction Cost Accounting Commission Manual on October 16, 2012. On October 26, 2012 sealed bids were opened and evaluated for completeness. Berry General Engineering Contractors, Inc. was subsequently deemed to be the lowest responsible bidder and asked to begin preparations for award.

This project will be funded through Measure A. Measure A has a requirement to allocate 10% of the City's annual allocation on alternative transportation projects. This sidewalk project is consistent with that requirement.

III. FINANCIAL CONSIDERATIONS:

The Engineer's Estimate for total construction of the Phase 1 project was \$179,465.00. The lowest responsible bid was \$127,903.00. The construction inspection services contract amount is \$13,960.00. A contingency fund is also being established to cover any unexpected costs that may arise during the construction of the project. The following table summarizes the project costs and funding:

<u>Project Costs</u>		<u>Project Funding</u>	
General Construction:	\$127,903	Measure A Funds	\$170,236
Construction Management:	\$ 13,960		
20% Contingency	\$ 28,373		
<u>Total Costs</u>	<u>\$170,236</u>	<u>Total Funding</u>	<u>\$170,236</u>

IV. ATTACHMENTS:

Attachment A - Bid Summary

Attachment B - Construction Contract with Berry General Engineering Contractors, Inc.

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ATTACHMENT A

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CITY OF CARPINTERIA, CALIFORNIA

DEPARTMENT OF PUBLIC WORKS



City Project No. 15003 El Carro Lane Sidewalk Project October 26, 2012 Official Bid Summary

Contractors	Bid Total
American Maintenance & Engineering; DBA AME West	\$147,675
Berry General Engineering Contractors, Inc.	\$127,903 (Low Bid)
Hughes General Engineering Company	\$160,783
Mendez Concrete Inc.	\$129,240 (Second Lowest Bid)
Shaw Contracting Inc.	\$139,665 (Third Lowest Bid)

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ATTACHMENT B

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CONTRACT

PROJECT: SIDEWALK IMPROVEMENTS (EL CARRO LN. PH. 1 -50' EAST OF ANDREA ST. STA. 5+40+/- TO 11+00+/-)
CITY PROJECT NO. 15003

AMOUNT OF CONTRACT: \$ 127,903.00

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the City of Carpinteria hereinafter referred to as "City", and Berry General Engineering Contractors, Inc. hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE as follows:

ARTICLE I: GENERAL

Contractor agrees to perform and complete in a workmanlike manner all work required under the Bidding Schedule of City's Contract Documents entitled SIDEWALK IMPROVEMENTS (EL CARRO LANE PHASE 1 -50' EAST OF ANDREA ST. STA. 5+40+/- TO 11+00+/-) CITY PROJECT NO. 15003 and in accordance with its Specifications and Drawings, to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary there for, except such materials, equipment and services as may be stipulated in the Specifications to be furnished by City, and to do everything required by the Agreement and the Contract Documents, for the sum of ONE HUNDRED TWENTY SEVEN THOUSAND, NINE HUNDRED AND THREE DOLLARS AND 00/100
\$ 127,903.00

ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, the said Specifications, Drawings and other Contract Documents; for all loss and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in the Contract Documents to be borne by City and for completing the work in accordance with the requirements of the Contract Documents City will pay, and said Contractor shall receive, in full compensation there for, the above named price.

ARTICLE III: CONSIDERATION

Contractor agrees to perform the work according to the terms of this Agreement for the abovementioned price and City agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in the Contract Documents. City and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the Contract Document.

ARTICLE IV: WAGES

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the City. Said general prevailing rates of per diem wages are incorporated and made a part of this Agreement. The Contractor agrees that he, or any subcontractor under him, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor, who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

ARTICLE V: HOURS AND WORKING CONDITIONS

The City is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth this Agreement and will be complied with by the Contractor.

ARTICLE VI: CONTRACT TIMES

The Work shall be completed within 30 calendar days from the commencement date stated in the Notice to Proceed. Maintenance periods will begin immediately following the City's determination that the SIDEWALK IMPROVEMENTS (EL CARRO LANE PHASE 1 -50' EAST OF ANDREA ST. STA. 5+40+/- TO 11+00+/-) CITY PROJECT NO. 15003 is substantially complete. A notice of Completion will be issued after the acceptance of the project by the City.

ARTICLE VII: LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, plus any extensions thereof allowed in accordance with the terms of the Contract Documents. The parties also recognize that the amount of City's actual damages in the event of such delays are impractical and infeasible to determine at this time. Accordingly, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$1000.00 (one thousand dollars) for each calendar day that expires after the time specified in Article 2, plus any extensions, until actual completion of the Work. The payment of liquidated damages pursuant to this Article is for the limited purpose of compensating City for the costs and expenses associated with the delay in receiving the benefits and use of the Work and not for other damages that may be incurred by the City. The Contractor's responsibility for or payment of liquidated damages shall not in any way preclude the City from pursuing any of its other remedies under the Contract Documents or Laws for the Contractor's failure to complete the Work in a timely manner or otherwise satisfy its obligations as required by the Contract Documents.

ARTICLE VIII: ASSIGNMENT

No assignment by a party to this Agreement of any rights under or interests in the Contract Documents will be binding on another party without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

City and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE IX: COMPONENTS OF AGREEMENT

The Notice Inviting Bids, Information for Bidders, Contractor's Proposal, Bid Certificates, Bidding Schedule, Bid Bond or other acceptable guaranty, Bidder's Statement Regarding Insurance coverage, List of Subcontractors, Bidders License and Experience Statement, Noncollusion Affidavit, Agreement Certificates, Material and Labor bond, Performance Bond, Certificate of Compliance, Worker's Compensation Certificate, Notice of Award, Acknowledgment of Notice of Award, Insurance Endorsements, Sole Proprietor Statement, Escrow Agreement for Security Deposits in Lieu of Retention, Notice to Proceed, Closeout Agreement and Release of Claims, Insurance Specifications for Construction Contracts, Labor Provisions, General Provision Modifications (incorporating Provisions, Standard Specifications for Public Works Construction, 2012 Edition, including supplements, as modified), Special Provisions, Statutory Provisions, Specifications, Drawings and all Addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

APPROVED AS TO FORM:

BUSINESS TAX COMPLIANCE

City Attorney

Business Tax and Permit Inspector

APPROVED AS TO CONTENT:

CITY OF CARPINTERIA
a Municipal Corporation

City Engineer

Mayor

ATTEST:

CONTRACTOR:

City Clerk

Authorized Signature

Title