



City of San Juan Capistrano Agenda Report

TO: Honorable Mayor and Members of the City Council
FROM: *BS* Ben Siegel, City Manager
SUBMITTED BY: Steve May, Public Works and Utilities Director *sm*
PREPARED BY: Paul Meshkin, P.E., Senior Civil Engineer *pm*
DATE: July 19, 2016
SUBJECT: Consideration of Award of a Contract for Local Streets Pavement Rehabilitation Project (CIP16105) (R.J. Noble Company)

RECOMMENDATION:

By motion,

1. Award a Contract for the Local streets Pavement Rehabilitation Project (CIP 16105) to the lowest responsible bidder, R.J. Noble Company, in the amount of \$793,306; and,
 2. Authorize the City Manager to execute the contract and approve change orders for a total amount not to exceed 10% of the contract amount.
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EXECUTIVE SUMMARY:

Four bids for the Local Streets Pavement Rehabilitation Project (CIP 16105) (Project) were received and opened on July 5, 2016. Bids are valid for a period of ninety days from the bid opening date (until October 3, 2016). The general area of the project is shown on Attachment 1. Staff evaluated the bids and is recommending that the City Council award a Contract to the lowest responsible bidder, R.J. Noble Company, in the amount of \$793,306. Additionally, staff is recommending that the City Manager be authorized to execute the contract and approve Change Orders to the Contract for a total amount not to exceed 10% of the Contract amount.

DISCUSSION/ ANALYSIS:

The Project scope includes pavement rehabilitation and repair, reconstruction of damaged curb and gutter, and construction of American with Disabilities Access (ADA) compliant ramps for the following local streets as shown on page 3 of Attachment 1:

1. Paseo Cerveza (Avenida Aeropuerto to South End)
2. Paseo Colonial (Avenida Del Rosal to West End)
3. Calle Borrego (Camino Las Ramblas to Via Corta)
4. Paseo El Concho (Calle San Remo to North End)
5. Avenida Avilla (Via Del Cerro to Calle San Remo)

The Project scope also includes slurry seal for the streets on pages 1 and 2 of Attachment 1. A total of four bids were received and evaluated and were found to be responsive with the following bid results:

<u>Contractor's Name</u>	<u>Bid Amount</u>
R.J. Noble Company	\$793,306
Hardy Harper, Inc.	\$855,000
All American Asphalt	\$812,458
Palp, Inc.	\$877,964

The lowest responsive bid was \$793,306 by R.J. Noble Company. This bid amount is below the Engineer's Estimate of \$915,000. A time limit of sixty working days from the date of a Notice to Proceed has been set for completion of the construction with an expected completion date of December 1, 2016. Staff has checked the references, licenses, and payment bonds, and has received positive feedback for the low bidder's performance.

FISCAL IMPACT:

The Project's total construction cost, inclusive of a 10% contingency, 15% contract administration, and staff time, is \$1,003,532. The City's adopted Fiscal Year 2015-16 budget for Local Pavement Rehabilitation Projects (CIP16105) is \$1,137,605 in Gas Tax and Measure M funds. Therefore, there are sufficient funds to cover the cost of the project.

ENVIRONMENTAL IMPACT:

This project has been reviewed in accordance with the provisions of the California Environmental Quality Act (CEQA). The City's Environmental Administrator has determined that the project is Categorical Exempt under CEQA Guidelines Section 15301; Class 1(c) "Existing Facilities". The project is consistent with Section 15301(c) because the pavement rehabilitation and construction of American with Disabilities compliant ramps project is in an area in which the public right of way exists with no expansion. A Notice of Exemption (NOE) will be posted should the project receive final approval.

PRIOR CITY COUNCIL REVIEW:

- On May 5, 2015, the City Council approved a Personal Services Agreement with Penco Engineering to perform professional engineering services to prepare pavement design, specifications, and cost estimates for local streets.

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

This project does not require commission review.

NOTIFICATION:

R.J. Noble Company
Hardy Harper, Inc.
All American Asphalt
Palp, Inc. DBA Excel Paving Company

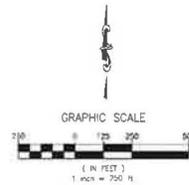
ATTACHMENT(S):

Attachment 1 – Location Map
Attachment 2 – Construction Contract



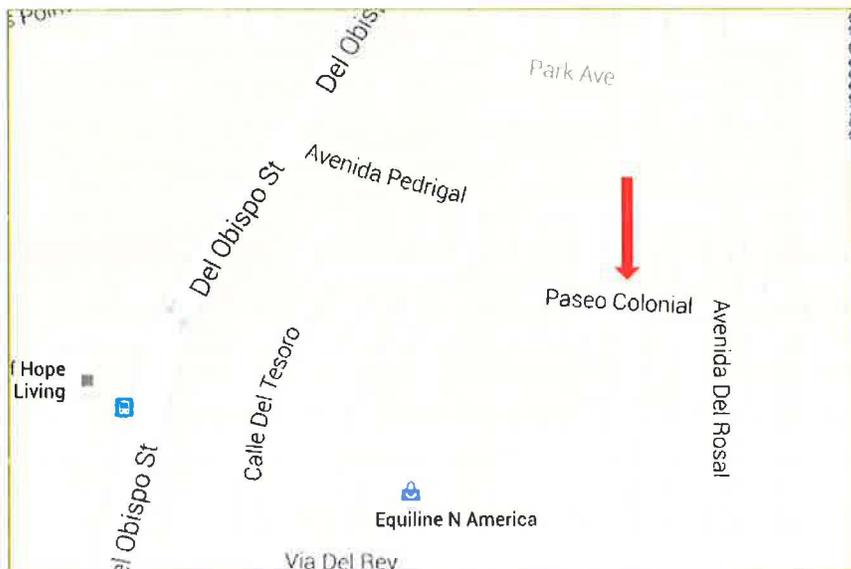
CONSTRUCTION NOTES

- (16) APPLY TYPE II SLURRY SEAL PER SPECIFICATIONS
- (17) ROUT AND CLEAN CRACKS AND APPLY RUBBERIZED CRACK SEAL PER SPECIFICATIONS



CITY OF SAN JUAN CAPISTRANO PUBLIC WORK AND UTILITY DEPARTMENT PAVEMENT REHABILITATION PLAN SLURRY SEAL - CITY WIDE	
REVISION DATE	PCE 41889 DATE
DRAWN BY: J.S. CHECKED BY: J.G.	DESIGNED BY: J.S. CHECKED BY: B.G.
DOUBLE CHECKED, NOT 251817 DATE	
SHEET 7 OF 18	

Pavement Rehabilitation Streets



00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of San Juan Capistrano, sometimes hereinafter called "City," and **R. J. Noble Company**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

LOCAL STREETS PAVEMENT REHABILITATION CIP 16105

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **60 (sixty) working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Seven hundred ninety three thousand three hundred six Dollars (\$793,306). Payment shall be made as set forth in the General Conditions.

LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

COMPONENT PARTS OF THE CONTRACT. . The Contract includes all component parts contained in these Contract Documents for Local Streets Pavement Rehabilitation Project (CIP 16105), which include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form

Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition,
Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

INDEMNIFICATION. Contractor shall provide indemnification and defense as set forth in the General Conditions.

PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

R. J. NOBLE COMPANY
Name of Contractor

CITY OF SAN JUAN CAPISTRANO

By _____

By _____

Name and Title: _____

 City Manager

License No. _____

Date: _____

Date: _____

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

Approved as to form this _____ day of _____ 20____.

Attorney for City of San Juan Capistrano

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s) Limited
- Attorney-In-Fact General

_____ Number of Pages

- Trustee(s)
- Guardian/Conservator
- Other:

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above