



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: August 17, 2021

Agenda Item 66

Approvals:
City Manager [Signature]
Dept. Head [Signature]
Attorney [Signature]
Finance [Signature]

Department: Public Works / Engineering Division
Prepared By: Amir K. Ilkhanipour, Senior Civil Engineer

Subject: **CONSTRUCTION CONTRACT AWARD TO GCI CONSTRUCTION, INC. FOR THE STORM DRAIN IMPROVEMENTS AT N. EL CAMINO REAL AND CAMINO SAN CLEMENTE, CIP PROJECT NO. 10016.**

Fiscal Impact: Yes. The estimated total project cost of \$332,250 is within the approved project budget of \$836,000 available from the Storm Drain Improvements at N. El Camino Real and Camino San Clemente, CIP Project No, 10016.

Summary: Staff recommends approval of a construction contract with GCI Construction, Inc. for a total amount not to exceed \$249,750 for the purpose of replacing catch basins and storm drain pipe at N. El Camino Real and Camino San Clemente.

Background: The catch basins at the intersection of North El Camino Real and Camino San Clemente are in need of replacement and upgrades. The connecting 24-inch reinforced concrete pipes (RCP) are also in need of repairs and will be lined with polyvinyl chloride (PVC) material to extend their service lives. Additionally, screen protections for collecting debris and other sediments will be installed at the face of the outlets of these new catch basins to satisfy the water quality requirements.

The project was advertised for competitive bidding on the PlanetBids website and bids were received on July 1, 2021. Bids ranged from \$249,750 to \$373,255, as shown on Attachment 2. The lowest responsive bidder was GCI Construction, San Clemente, California with a total bid of \$249,750. Based on the low bid, project costs are estimated as follows:

Construction Contract	\$249,750
Construction Management, Administration	
Soil testing and Inspection	45,000
Project Contingency (15%)	37,500
Total Estimated Construction Costs	\$332,250

The approved project budget available is \$836,000. A portion of the original budgeted scope of work included work within the railroad right-of-way, owned by the Orange County Transportation Authority (OCTA). During the permit coordination processing with OCTA, OCTA denied approval of the improvements within its right-of-way due to potential overburdening of OCTA's

downstream storm drain system, resulting in reduction of the City's scope of work. Upon completion of the project, the unused project fund balance will return to the Storm Drain Fund Depreciation Reserve.

As required by City Policy and State Law, the Contractor will be required to provide performance and payment bonds simultaneously with execution of the construction contract (Attachment 3). A warranty bond will also be required prior to City Council acceptance of the project. Project plans and specifications are on file in the City Clerk's office.

Recommended

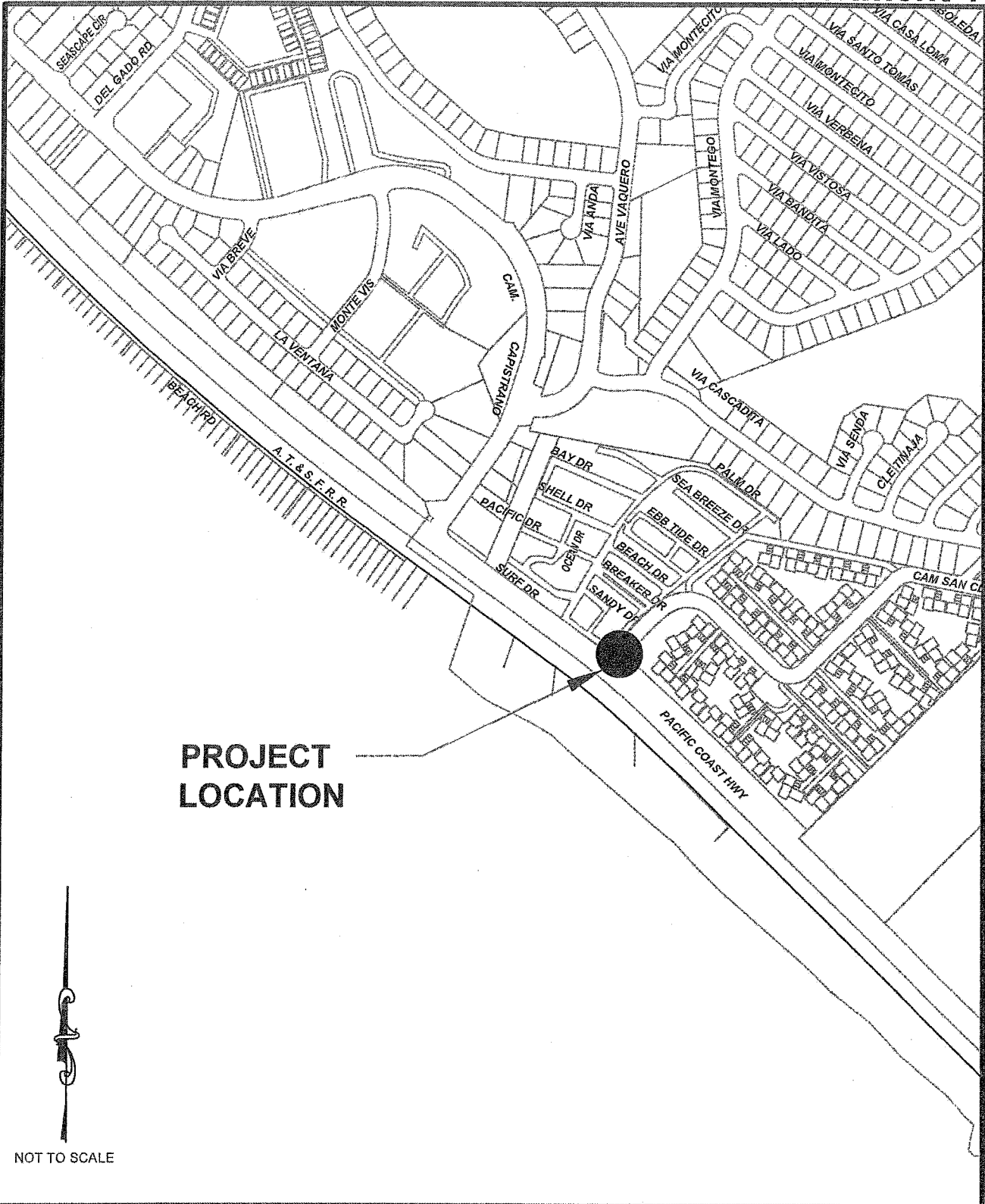
Action: Staff Recommends That the City Council:

1. Approve the Plans and Specifications for the Storm Drain Improvements at N. El Camino Real & Camino San Clemente, CIP Project No. 10016; and
2. Approve and authorize the Interim Public Works Director to execute Contract No. _____, by and between the City of San Clemente and GCI Construction, Inc., in the amount not to exceed of \$249,750, for the Storm Drain Improvements at N. El Camino Real and Camino San Clemente, CIP Project No. 10016.

- Attachments:**
1. Location Map
 2. Bidders' List
 3. Contract

Notification: None.

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**PROJECT
LOCATION**



NOT TO SCALE

S:\c:\public\cims\GIS\Users Files\Jodie Ohama\CAD\Location Plan (Admin Report).dwg Wednesday, July 7, 2021 3:23:39 PM



City of San Clemente

910 Calle Negocio, Suite 100
San Clemente, CA 92673
Tel (949) 361-6100
Fax (949) 361-8316

LOCATION MAP

**Storm Drain Improvements
at N. ECR & Camino San Clemente**

PN 10016

Attachment 2

City of San Clemente
 Bidders' Listing for "STORM DRAIN IMPROVEMENTS AT N. EL CAMINO REAL & CAMINO SAN CLEMENTE (PN 10016)"
 Issued on 05/27/2021
 Bid Due on July 01, 2021 2:00 PM (PDT)

Vendor Name	Address	City	State	ZipCode	Bid Amount	Format
GCI Construction, inc.	1031 Calle Recodo, Suite D	San Clemente	CA	92673	\$249,750.00	Electronic
PALP dba EXCEL	2230 Lemon Ave	Long Beach	CA	90806	\$254,065.00	Electronic
Wright Construction Engineering Corp	2625 S Santa Fe Ave	San Marcos	CA	92069	\$260,215.00	Electronic
O'Connell Engineering & Construction, Inc.	36572 Deauville Rd.	Winchester	CA	92596	\$272,750.00	Electronic
Gentry General Engineering, Inc.	PO Box 322	Rancho Cucamonga	CA	91729	\$282,114.00	Electronic
C.S. Legacy Construction, Inc	5781 Schaefer Ave	Chino	CA	91710	\$357,831.96	Electronic
Gwinco Construction & Engineering, Inc	2131 S Grove Ave #A	Ontario	CA	91761	\$373,255.00	Electronic

Attachment 3

SECTION 00500
CONTRACT

THIS CONTRACT is made this ____ day of _____, 2021, in the County of Orange, State of California, by and between the City of San Clemente hereinafter called City, and GCI Construction, Inc., hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated 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:

**STORM DRAIN IMPROVEMENTS AT N. EL CAMINO REAL & CAMINO SAN CLEMENTE,
PROJECT NO. 10016**

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

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within Sixty (60) 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.

ARTICLE 3. CONTRACT PRICE. 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 Two Hundred Forty Nine thousand Seven Hundred Fifty Dollars (\$249,750). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents.

ARTICLE 4. LIQUIDATED DAMAGES/EARLY COMPLETION INCENTIVE. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$1,000 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 that Liquidated Damages are not paid, the Contractor agrees 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.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form

SECTION 00500
CONTRACT

Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Noncollusion Declaration form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Contract
Performance Bond
Payment Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
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.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. 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 Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. 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 City of San Clemente Public Works Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

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

SECTION 00500
CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____

Its: _____

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:
BEST BEST & KRIEGER

City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING:

Finance Authorization

DRAFT

("CONTRACTOR")

By: _____

Its: _____

Dated: _____, 20__

END OF CONTRACT