



AGENDA REPORT

CITY OF SAN CLEMENTE

City Council Meeting

Meeting Date: 9/6/2022

Agenda Item: 4F

Department: Public Works
Prepared By Masako Hennequin, Associate Civil Engineer

Subject:
 APPROVAL OF CONSTRUCTION CONTRACT FOR FY 2023 PAVEMENT PRESERVATION PROGRAM, CIP PROJECT NO. 23303 WITH PALP INC. DBA EXCEL PAVING COMPANY

Fiscal Impact:
 Yes. The estimated total project cost of \$249,950 is within the total approved budget amount of \$250,000 (Account Number 001-416-45730-000-23303).

Summary:
 Staff recommends that the City Council approve a construction contract with Palp Inc. DBA Excel Paving Company in an amount not to exceed \$238,550 for the purpose of constructing FY 2023 Pavement Preservation Program, CIP Project No. 23303.

Background:
 This project consists of asphalt concrete pavement repair to include cold milling and asphalt installation, utility manhole adjustments on various streets within the Forester Ranch area to prepare for next year's slurry seal program. (See Location Map in Attachment 1)

Discussion:
 Bids were opened on August 11, 2022 and the results are presented on the Bidders List (Attachment 2). Bids ranged from \$238,550 to \$637,000, and the lowest responsive bidder was Palp Inc. DBA Excel Paving Company with a bid amount of \$238,550.
 Project cost summary is as follows:

Construction	\$238,550
Management & Inspection (approx. 1%)	2,400
Project Contingency (approx. 4%)	9,000
Estimated Total Project Cost	\$249,950

Plan and Policy Consistency:
 The project is consistent with the following General Plan Goals and Policies:

- Urban Design - Maintenance Goal. Achieve a sustained level of maintenance and improvement of properties, buildings, landscaping and infrastructure that protects property values, encourages additional public and private investments and promotes San Clemente's high quality of life.
- Policy UD-4.06. Maintenance of Infrastructure and the Public Realm. As resources

allow, we maintain and where appropriate, improve infrastructure and the public realm, including landscaping, sidewalks, signage, furniture and other streetscape elements. In addition, the project is consistent with the FY 2022-23 Annual Budget and Capital Improvement Program (CIP) in that the project is an approved CIP project.

Council Strategy:

The project is consistent with Council Strategy 3 - Update and maintain infrastructure that reflects best available technology and service - in that the project will maintain City infrastructure.

Recommended Actions:

STAFF RECOMMENDS THAT the City Council:

1. Approve the plans and specifications for FY 2023 Pavement Preservation Program, CIP Project No. 23303; and
2. Approve and authorize the Public Works Director/City Engineer to execute, Contract No. C22-51, by and between the City of San Clemente and Palp Inc. DBA Excel Paving Company in the amount of \$238,550, for FY 2023 Pavement Preservation Program, Project No. 23303

Attachment:

1. Location Map
2. Bidders List
3. Contract

Notification:

None

PROJECT AREA



CITY OF SAN CLEMENTE
 910 CL Negocio, Suite 100
 San CLEMENTE, CA 92673
 Tel (949) 361-6100
 Fax (949) 361-8316

LOCATION MAP

FY 23 PAVEMENT PRESERVATION PROGRAM

Project No. 23303

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BIDDER'S LISTING

BID OPEN TIME: 2:00 PM

BID OPEN DATE: 8-11-2022

ELECTRONIC BID

PRESENT: MH

Subject:

Bid Opening: FY2023 Pavement Preservation Program (Project No. 23303)

No. of Bids: 4

Company Information	Bid Bond, Etc.	City Bidder is From	1# Addendums NO ADDENDUM		Amount
Palp, Inc. DBA Excel Paving	Yes	Long Beach, CA			\$238,550.00
ONYX Paving Company, Inc.	Yes	Anaheim, CA			\$272,000.00
All American Asphalt	Yes	Corona, CA			\$399,993.00
Hardy & Harper, Inc.	Yes	Lake Forest, CA			\$637,000.00

**SECTION 00500
CONTRACT**

THIS CONTRACT is made this _____ day of _____, 2022, in the County of Orange, State of California, by and between the City of San Clemente hereinafter called City, and Palp, Inc DBA Excel Paving Company, 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:

FY 2023 PAVEMENT PRESERVATION PROGRAM, Project No. 23303

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 15 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 thirty-eight thousand five hundred fifty Dollars (\$238,550.00). 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 \$500 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

SECTION 00500
CONTRACT

Instructions to Bidders
Bid Form
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion 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 CLERK, CITY OF SAN CLEMENTE 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.

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