



AGENDA REPORT

CITY OF SAN CLEMENTE

City Council Meeting

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: 6/6/2023

Agenda Item: 7G

Department: Public Works
Prepared By Belgin Cuhadaroglu, Associate Civil Engineer

Subject:

ACCEPTANCE AND NOTICE OF COMPLETION FOR THE COMPLETED REPAIR WORK FOR THE T-STREET PEDESTRIAN OVERPASS CONCRETE REHABILITATION BY SKYLINE SERVICES, INC., AND CONTRACT AWARD TO HARBOR COATING AND RESTORATION FOR THE REMAINDER OF THE REPAIR WORK FOR THE T-STREET PEDESTRIAN OVERPASS CONCRETE REHABILITATION, CIP PROJECT NO. 23804

Summary:

At the time of the initial contract award, the marine structural engineer's estimate for the amount of concrete repairs needed for the T-Street Pedestrian Overpass was estimated at approximately 13.2 cubic feet. Due to unforeseen concrete deterioration discovered during construction and caused by severe marine environment conditions, the initial scope of work for the project was insufficient to complete the needed repairs and necessitated an increase in the square footage of the repairs and corresponding construction costs over the originally approved 20% contingency. Because of this issue, the original scope was completed and staff re-bid the remaining extra work (which is essentially more of the same kind of repairs). Before the Council tonight is approval of a Notice of Competition (Attachment 2) for the original contract with Skyline Services, Inc. (Skyline) for the completed work; and approval of a new construction contract (Attachment 3) with Harbor Coating & Restoration, Inc. (Harbor Coating) in an amount not to exceed \$64,650, for the remainder of the repair work needed on the T-Street Pedestrian Overpass Concrete Rehabilitation Project to ensure that it is safe.

Background:

On September 28, 2022, the City retained Duncan Engineering, a marine structural engineering consultant, to provide an assessment with recommendations for immediate/short term repairs needed to the overpass. Based on Duncan Engineering's original recommendations as to the scope of work needed, on October 18, 2022, City Council awarded a construction contract to Skyline in the amount of \$53,522 with a contingency of \$10,600 for the T-Street Pedestrian Overpass Concrete Rehabilitation (Attachment 4), for a total not to exceed amount of \$79,122. This project consisted of addressing localized concrete spalls to prevent falling debris. During construction, additional concrete spalls and deteriorated reinforcement steel were identified that needed to be repaired immediately. Skyline offered a change order for the identified additional work in the amount of \$34,500, which exceeded the originally approved 20% contingency of \$10,600. Because of this issue, staff bid out the remaining work.

Staff prepared a bid package based on estimates for the remainder of the work outside the scope of the original project and requested informal bids from the six contractors who originally bid the project. On May 5, 2023, two bids were received from Harbor Coating of Orange, California and Skyline in

the respective amounts of \$41,000 and \$63,100 for Base Bid Items. The lowest responsive bidder was Harbor Coating at \$41,000. Based on the low base bid and the alternate bid item (consisting of additional concrete demolition and repair for \$10,000), the estimated construction cost is as follows:

Construction Administration, Management & Inspection	\$ 6,000
Construction Contract	51,000
Project Contingency (10%)	7,650
Total Estimated Construction Cost	\$64,650

Construction administration and management will be performed by City staff and inspection services will be provided separately by a structural engineer. The project contingency will only be used if additional unforeseen issues arise during the construction work.

As required by the City policy and state law, the Contractor will be required to provide performance and payment bonds simultaneously with execution of the construction contract (Attachment 4). Project plans and specifications are on file in the City Clerk’s office.

Council Options:

- Adopt Resolution No. 23-35, which would (a) accept the completed repair work for the T-Street Pedestrian Overpass Concrete Rehabilitation from Skyline Services, Inc., and (b) authorize the City Manager to execute a new contract with Harbor Coating & Restoration, Inc. providing for the constructions of the remainder of the repair work for the T-Street Overpass Concrete Rehabilitation in an amount of \$51,000, plus a 10% Project contingency of \$7,650.
- Adopt Resolution No. 23-35 with modifications.
- Do not adopt Resolution No. 23-35.
- Continue the item with direction to provide additional information.

Fiscal Impact:

Yes. The cost of the completed repair work by Skyline Services, Inc. of \$64,037.50 and the estimated total construction cost for the remaining repair work of \$64,650 are within the approved project budget of \$195,000 from the General Fund, CIP Project No. 23804.

Environmental Review/Analysis:

In connection with the original contract award, staff previously determined that this project is categorically exempt from the California Environmental Quality Act (CEQA) under Class 2 (Replacement or Reconstruction, 14 CCR section 15302) of the State CEQA Guidelines.

Recommended Actions:

Staff Recommendation

Adopt Resolution No. 23-35, which will:

1. Accept the completed portion of the work performed for the T-Street Pedestrian Overpass Concrete Rehabilitation, CIP Project No. 23804, from Skyline Services, Inc.;

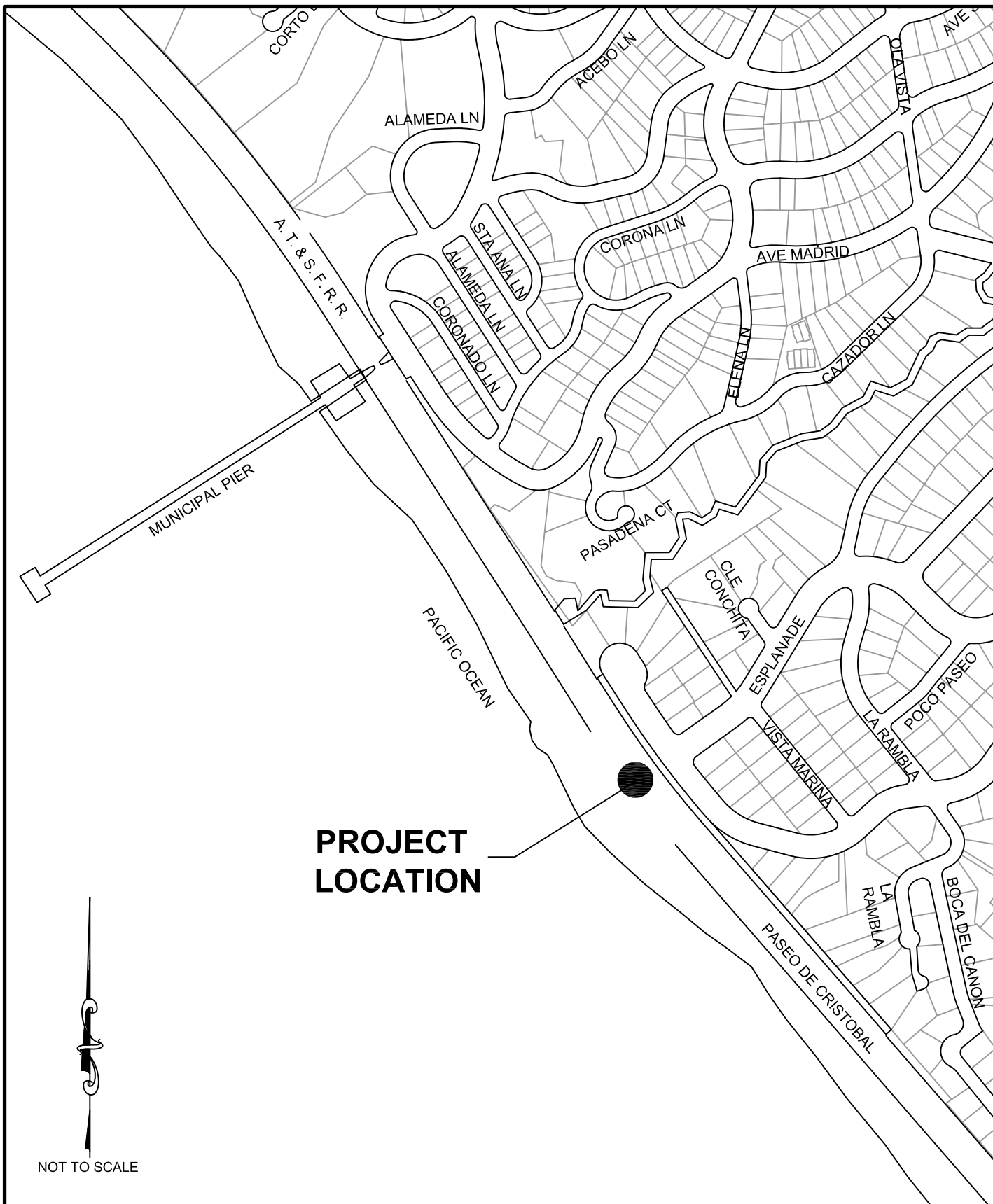
2. Authorize the Public Works Director/City Engineer to execute and record the Notice of Completion for the completed portion of the work completed by Skyline Services, Inc. for the T-Street Pedestrian Overpass Concrete Rehabilitation, CIP Project No. 23804.
3. Authorize the City Clerk to release the Payment Bond 35 days from the recordation of the Notice of Completion upon verification with the Engineering Division that no liens have been levied against the Contractor, Skyline Services, Inc.; and,
4. Authorize the City Manager to execute, Contract No. C23-26, by and between the City of San Clemente and Harbor Coating & Restoration, Inc., providing for the construction of the remainder of the work for the T-Street Overpass Concrete Rehabilitation, in an amount of \$51,000, plus a 10% Project contingency of \$7,650.

Attachment:

1. Location Map
2. Notice of Completion
3. Construction Contract with Harbor Coating & Restoration, Inc., without attachments
4. Staff Report (22-104) dated October 18, 2022
5. Resolution 23-35

Notification:

None.



**PROJECT
LOCATION**



NOT TO SCALE



City of San Clemente

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

LOCATION MAP

**T- STREET OVERPASS CONCRETE
REHABILITATION
PN 23804**

Recording Requested By:
City of San Clemente

When Recorded, Mail To:
Public Works Department
City of San Clemente
910 Calle Negocio
San Clemente, CA 92673

Recorded for the benefit of the City of San Clemente and exempt from recording fees pursuant to Government Code Section 27383.

Space above this line is for Recorder's Use Only

NOTICE OF COMPLETION

Notice is hereby given by the City of San Clemente, a Municipal Corporation, that a public work of improvement has been completed as follows:

1. *Project title or description of work:* T-Street Overpass Concrete Rehabilitation, Project No. 23804
2. *Date of completion:* May 12, 2023
3. *Street address or legal description of the project site:* Trafalgar Bridge at San Clemente Beach Trail, San Clemente, CA 92672
4. *Name of owner:* City of San Clemente
5. *Interest or estate of owner:* City of San Clemente
6. *Address of owner:* 910 Calle Negocio, San Clemente, CA 92673

Name and address of contractor: Skyline Services, Inc., 12590 Old Campo Rd, Spring Valley, CA 91978

I am the Public Works Director/City Engineer for the City of San Clemente, a Municipal Corporation, the owner of the indicated interest or estate in the property described above. I make this verification on behalf of the City of San Clemente. I have read this Notice of Completion and know its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ in San Clemente, California.

Kiel Koger, Public Works Director/City Engineer
City of San Clemente

CONSTRUCTION CONTRACT FOR T-STREET PEDESTRIAN OVERPASS CONCRETE REHABILITATION WITH HARBOR COATING & RESTORATION, INC.

THIS CONSTRUCTION CONTRACT FOR T-STREET PEDESTRIAN OVERPASS CONCRETE REHABILITATION (“Contract”) is made this ____ day of _____, 2023, in the County of Orange, State of California, by and between the City of San Clemente hereinafter called City, and **Harbor Coating & Restoration, Inc.**, a California Corporation 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:

T-STREET OVERPASS CONCRETE REHABILITATION, PROJECT NO. 23804

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 thirty (30) 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 fifty one thousand dollars (\$51,000). 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 prior written authorization from the City pursuant to the terms and provisions of the Contract Documents. Approved additional work shall not exceed the Project contingency of 10% (\$7,650) without prior approval of City Council.

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:

- Contract
- Bid Form

Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Non-Collusion Declaration form
Contractor Information and experience form
List of Subcontractors Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SAN CLEMENTE

ATTEST:

CITY CLERK of the City of
San Clemente, California

By: _____
Andy Hall, City Manager

Dated: _____, 2023

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

Harbor Coating & Restoration, Inc., a
California Corporation
("CONTRACTOR")

By: _____
Mahmoud Merzi, Chief Executive
Officer, Secretary and CFO

Dated: _____, 2023



AGENDA REPORT
CITY OF SAN CLEMENTE
City Council Meeting

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: 10/18/2022

Agenda Item: 4H

Department: Public Works
Prepared By: Amir K. Ilkhanipour, Principal Civil Engineer

Subject:
CONSTRUCTION CONTRACT AWARD TO SKYLINE SERVICES, INC. FOR THE T-STREET PEDESTRIAN OVERPASS CONCRETE REHABILITATION, CIP PROJECT NO. 23804.

Fiscal Impact:
Yes. The estimated total construction cost of \$79,122 is within the available approved budget of \$195,000 from the General Fund, CIP Project No. 23804.

Summary:
Staff recommends approval of a construction contract (Attachment 2) with Skyline Services, Inc., in the amount of \$53,522 for the project.

Background:
The T-Street Pedestrian Overpass was constructed in the early 1980s. Due to exposure from being in a highly corrosive marine environment, the structure has undergone several previous repairs to address localized concrete spalling, concrete cracking, decorative tile replacement, maintenance of the walking surfaces, and painting exposed surfaces. Recent repairs included replacing the safety cage enclosure in 2010, and replacing the concrete surface of the deck and stairs in 2015.

New concrete spalling was recently noticed and Duncan Engineering, a marine structural engineering consultant, was retained to provide an assessment with recommendations for immediate/short term repairs. Based on these repair recommendations, staff prepared a bid package and advertised the project for competitive bidding on the PlanetBids website. Six bids were received on September 28, 2022, ranging from \$52,222 to \$198,605 (i.e. base bids), as shown on Attachment 3. The lowest responsive bidder was Skyline Services, Inc. of Spring Valley, California at \$52,222. Based on the low base bid and the selected alternate bid item, the estimated construction cost is as follows:

Construction Administration, Management & Inspection	15,000
Construction Contract	\$53,522
<u>Project Contingency (20%)</u>	<u>10,600</u>
Total Estimated Construction Cost	\$79,122

Construction administration and management will be performed by City staff and inspection services will be provided separately by a structural engineer. The project contingency will only be used if issues arise during the construction work.

As required by the City Policy and State Law, the Contractor will be required to provide performance and payment bonds simultaneously with execution of the construction contract (Attachment 2).

Project plans and specifications are on file in the City Clerk's office.

Discussion:

None.

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 values, encourages additional public and private investments and promotes San Clemente's high quality of life.
- Policy UD-4.06. Maintenance of Infrastructure and 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.

Council Strategy:

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

Recommended Actions:

Staff Recommendation

Staff recommends that the City Council approve and authorize the Public Works Director/City Engineer, to execute Contract No. _____, by and between the City of San Clemente and Skyline Services, Inc., providing for T-Street Overpass Concrete Rehabilitation, in the amount of \$53,522.

Attachment:

1. Location Map
2. Construction Contract without attachments
3. Bidders' Listing

Notification:

None.

RESOLUTION NO. 23-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, ACCEPTING THE NOTICE OF COMPLETION FOR THE COMPLETED REPAIR WORK FOR THE T-STREET PEDESTRIAN OVERPASS CONCRETE REHABILITATION BY SKYLINE SERVICES, INC., AND CONTRACT AWARD TO HARBOR COATING AND RESTORATION FOR THE REMAINDER OF THE REPAIR WORK FOR THE T-STREET PEDESTRIAN OVERPASS CONCRETE REHABILITATION, CIP PROJECT NO. 23804.

WHEREAS, the T-Street Pedestrian Overpass structure has undergone several previous repairs to address localized concrete spalling and cracking due to highly corrosive marine environment;

WHEREAS, on September 28, 2022, Duncan Engineering, a marine structural engineering consultant, was retained to provide an assessment with recommendations for immediate/short term repairs; and

WHEREAS, based on Duncan Engineering's original recommendations as to the scope of work needed, on October 18, 2022, City Council awarded a construction contract to Skyline Services, Inc. (Skyline) in the total amount of \$53,522 with a contingency of \$10,600 for the T-Street Pedestrian Overpass Concrete Rehabilitation, CIP Project No. 23804 (Project); and

WHEREAS, during construction, additional concrete spalls were identified that needed to be repaired immediately that exceeded the original scope of work and Skyline offered a change order for this additional work in the amount of \$34,500, which exceeded the approved 20% contingency for the Project of \$10,600; and

WHEREAS, the final cost for the construction of the repair work completed by Skyline was \$64,037.5; and

WHEREAS, City staff prepared a bid package based on estimates for the remainder of the repair work the scope of the original Project and requested informal bids from the six contractors who originally bid the Project; and

WHEREAS, the lowest responsive bidder was Harbor Coating & Restoration, Inc. of Orange, California, in the amount of \$51,000, based on the low base bid and the alternate bid item.

NOW, THEREFORE, the City Council of the City of San Clemente hereby resolves as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated by this reference.

SECTION 2. The completed portion of the repair work performed by Skyline Services, Inc. for the T-Street Pedestrian Overpass Concrete Rehabilitation, CIP Project No. 23804 is hereby approved as satisfactory and complete.

SECTION 3. The Public Works Director/City Engineer is authorized and directed to execute and record the Notice of Completion for the portion of the repair work completed by Skyline Services, Inc. for the T-Street Pedestrian Overpass Concrete Rehabilitation, CIP Project No. 23804.

SECTION 4. The City Clerk is authorized and directed to release the Payment Bond 35 days from the recordation of the Notice of Completion upon verification with the Engineering Division that no liens have been levied against the Contractor, Skyline Services, Inc.

SECTION 5. The City Manager is authorized and directed to execute a contract by and between the City of San Clemente and Harbor Coating & Restoration, Inc. providing for the construction of the remainder of the work for the T-Street Overpass Concrete Rehabilitation, in an amount not to exceed \$51,000, plus a project contingency of 10% (\$7,650), in a form substantially similar to the one presented to City Council on June 6, 2023.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of June, 2023.

Mayor of the City of
San Clemente, California

ATTEST:

CITY CLERK of the City of
San Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. _____ was adopted at a regular meeting of the City Council of the City of San Clemente held on _____ day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney