



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

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

Meeting Date: September 14, 2023

Agenda Item: 7J

Department: Public Works

Prepared By Amir K. Ilkhanipour, Principal Civil Engineer

Subject:

CONSIDERATION OF A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO INSITUFORM TECHNOLOGIES, LLC FOR SEWER LINE POINT REPAIRS AND LINING (CIPP), CIP PROJECT NO. 28206; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$307,595; AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$126,000 FROM THE SEWER FUND DEPRECIATION RESERVE

Fiscal Impact:

Yes. The estimated construction cost of \$360,595 is over the current available funding of \$235,800; therefore, a supplemental appropriation in the amount of \$125,000 is recommended from the Sewer Fund Deprecation Reserve to Account No. 054-476-43420-000-28206, Sewer System Lining.

This CIP Project and funding provides for anticipated needed sewer Cured-in-Place Pipe (CIPP) lining throughout the fiscal year. Should any additional needs come up during the remainder of the fiscal year, staff will come back to the City Council to request an additional supplemental appropriation.

Summary:

As part of routine sewer and storm drain Closed Circuit TV (CCTV) inspection by Utilities' staff, a number of sewer gravity mains were identified that are in need of repairs, as shown on the Location Map (Attachment 1). The sizing of these gravity mains range from 8 to 18 inches in diameter.

Before the City Council is the approval of a construction contact with Insituform Technologies, LLC for the Sewer Line Point Repairs and Lining (CIPP), in an amount of not to exceed \$307,595, plus a 10% project contingency of \$31,000, for rehabilitating these sewer mains, together with a supplemental appropriation in the amount of \$125,000 from the Sewer Fund Deprecation Reserve to Account No. 054-476-43420-000-28206, Sewer System Lining, to fund these repairs.

Background:

Based on the Utilities Collections staff's CCTV inspections, it was determined that these sewer line repairs could most likely be expeditiously be done by utilizing the Cured-in-Place Pipe (CIPP) rehabilitation method for both repair of segments needing a more broad repair as well as for the three segments needing specific point repairs as opposed to an open trench excavation. If open excavations are not needed, the project cost will be reduced to the base bid amount as shown below.

Staff prepared a bid package, notified local contractors and advertised the project for competitive bidding on the PlanetBids website. Two bids were received on August 30, 2023, ranging from \$307,595 to \$395,430, including the open trench alternative bid items. The lowest responsive and responsible bidder was from Insituform Technologies, LLC, of Santa Fe Springs, in the amount of \$307,595. While local contractors were notified of the bid advertising, no local contractors submitted any bids.

	BIDDER	BASE BID AMOUNT	BASE BID + ALTERNATES
1	Insituform Technologies, LLC	\$242,692	\$307,595
2	Sancon Technologies, Inc.	\$244,930	\$395,430

Based on the low base bid and alternate bid item (consisting of open trench point excavation repair) the estimated construction cost for this project is as follows:

Construction Administration, Management & Inspection:	\$ 22,000
Construction Contract:	307,595
Contingency (10%):	31,000
Total Estimated Construction Cost:	\$ 360,595

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 3). Project plans and specifications are on file in the City Clerk’s office.

Council Options:

- Adopt Resolution No. 23-99, awarding the contract for sewer line point repairs and lining to Insituform Technologies, LLC, authorizing the City Manager to execute a construction contract in an amount not to exceed \$307,595, approving a 10% project contingency of \$31,000, and making a supplemental appropriation of \$126,000 from the Sewer Fund Deprecation Reserve to Account No. 054-476-43420-000-28206, Sewer System Lining.
- Modify and adopt Resolution No. 23-99.
- Continue the item and direct staff to provide additional information.

Environmental Review/Analysis:

This project is categorically exempt from the California Environmental Quality Act (CEQA) as it pertains to repair of already existing sewage facilities under Class 1 of the state CEQA Guidelines, Section 15301 – Existing Facilities. A notice of exemption has been filed with the County of Orange Recorder’s Office on August 31, 2023 for this project. (See attachment 4.)

Recommended Actions:

Staff Recommendation

Staff recommends that the City Council adopt Resolution No. 23-99, which will:

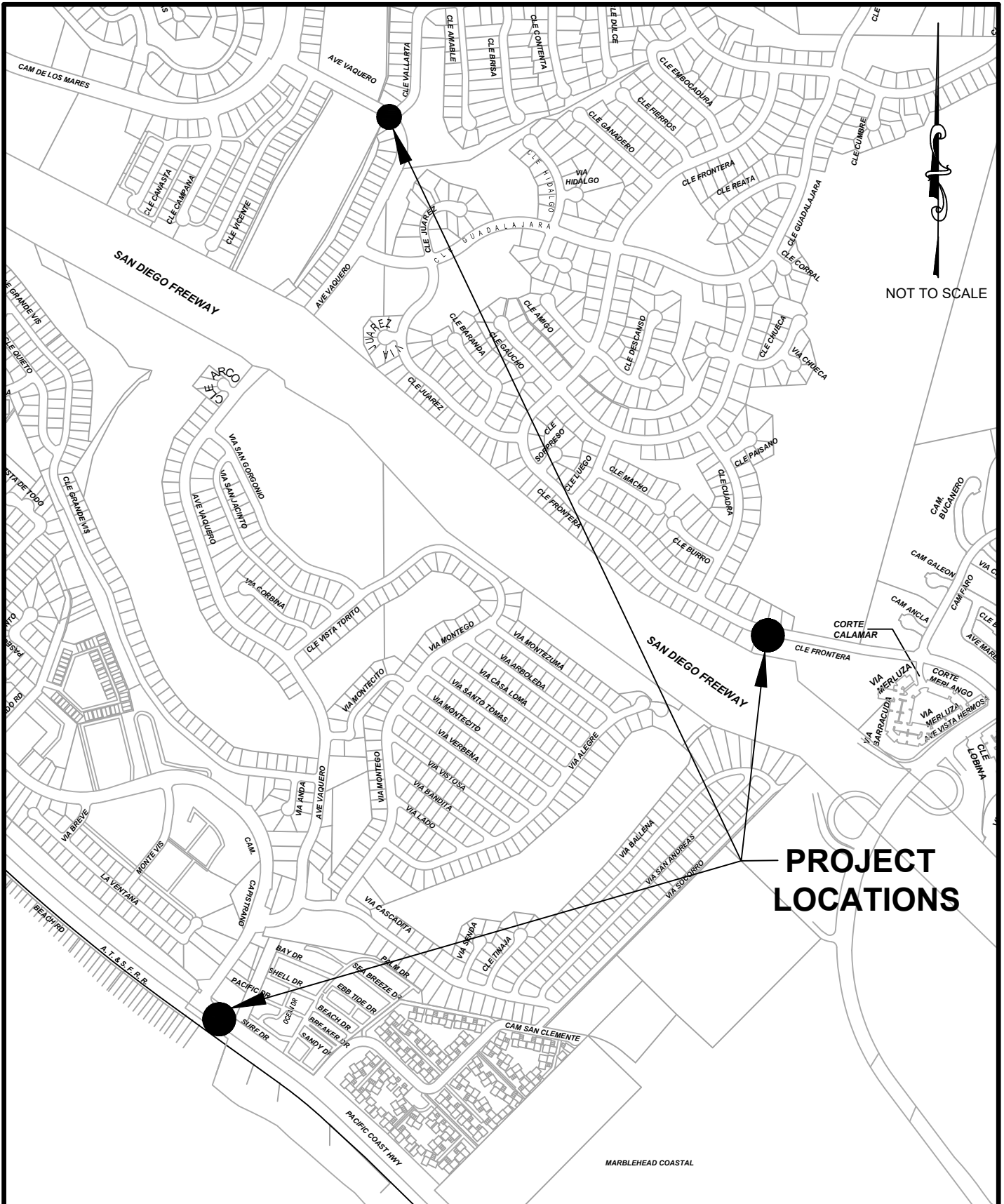
1. Approve a supplemental appropriation in the amount of \$126,000 from the Sewer Fund Depreciation Reserve to Account No. 054-476-43420-000-28206;
2. Award the Sewer Line Point Repairs and Lining (CIPP), CIP Project No. 28206, construction contract to Insituform Technologies, LLC as the lowest responsible and responsive bidder;
3. Authorize the City Manager to execute a construction contract with Insituform Technologies, LLC in an amount not to exceed \$307,595, in a form substantially similar to Contract No. C23-53 (Attachment 3); and
4. Approve a 10% project contingency of \$31,000.

Attachment:

1. Location Map
2. Resolution 23-99
3. Draft Contract
4. Notice of Exemption

Notification:

All bidders.



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City of San Clemente

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

LOCATION MAP

**Sewer Line Point Repairs
 and Lining (CIPP) Near M01**

PN 28206

RESOLUTION NO. 23-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDED A CONSTRUCTION CONTRACT TO INSITUFORM TECHNOLOGIES, LLC FOR THE SEWER LINE POINT REPAIRS AND LINING (CIPP), CIP PROJECT NO. 28206; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$307,595; AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$126,000 FROM THE SEWER DEPRECIATION RESERVE FUND TO ACCOUNT NO. 054-476-43420-000-28206, SEWER SYSTEM LINING

WHEREAS, City staff conducted routine Closed Circuit TV (CCTV) inspections on a number of sewer gravity mains; and

WHEREAS, based on a Closed Circuit TV (CCTV) inspection at various locations, it was found that multiple sewer gravity mains were in need of repair and rehabilitation; and

WHEREAS, it was determined that these sewer line repairs could most likely be expeditiously be done by utilizing the Cured-in-Place Pipe (CIPP) rehabilitation method for both repair of segments needing a more broad repair as well as for the three segments needing specific point repairs as opposed to an open trench excavation; and

WHEREAS, staff determined that the work was categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 (Existing Facilities - 14 CCR §15301), Section 15301 of the State CEQA Guidelines and filed a Notice of Exemption with the County of Orange Recorder's Office on August 31, 2023 for this project; and

WHEREAS, on August 30, 2023, staff received two responsive bids from Insituform Technologies, LLC and Sancon Technologies, Inc. in the amounts of \$307,595 and \$395,430 respectively for the repair of the subject sewer gravity mains via CIPP liner or should the need arise, an open trench excavation alternative.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

SECTION 1. That the above recitations are true and correct and incorporated herein.

SECTION 2. That the construction contract for the Sewer Line Point Repairs and Lining (CIPP), CIP Project No. 28206, is hereby awarded to Insituform Technologies, LLC as the lowest responsive and responsible bidder.

SECTION 3. That the City Manager is authorized and directed to execute a construction contract with Insituform Technologies, LLC in an amount not to exceed

\$307,595 for CIP Project No. 28206 in a form substantially as presented to City Council on September 14, 2023.

SECTION 4. That a 10% project contingency of \$31,000 for CIP Project No. 28206 is hereby approved.

SECTION 5. That a supplemental appropriation in the amount of \$126,000 from the Sewer Depreciation Reserve Fund to Account No. 054-476-43420-000-28206, Sewer System Lining is hereby approved.

SECTION 6. That 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 _____, 2023.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor 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. 23-99 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

**SECTION 00500
CONTRACT**

THIS 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 Insituform Technologies, LLC, a Delaware limited liability 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:

Sewer Line Point Repairs and Lining (CIPP), CIP PROJECT NO. 28206

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 Fifteen (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 according to the prices set forth in Contractor's bid with a guaranteed maximum price not to exceed the sum of Three Hundred Seven Thousand Five Hundred Ninety Five Dollars (\$307,595). 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 \$800 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
- 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 Contactor 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 the City Clerk's Office or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

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: _____
Andy Hall, City Manager

ATTEST:

CITY CLERK of the City of
San Clemente, California

Dated: _____, 2023

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

Insituform Technologies, LLC, a
Delaware limited liability
company
(“CONTRACTOR”)

By: _____

Its: _____

Dated: _____, 2023

By: _____

Its: _____

Dated: _____, 20__

END OF CONTRACT

Notice of Exemption

Form D

To: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

From: (Public Agency) City of San Clemente (Amir Ilkhanipour)
Public Works/Engr. Divsion, 910 Calle Negocio
San Clemente, CA 92673

County Clerk
County of

(Address)

Project Title: Sewer Line Point Repairs and Lining (CIPP)

Project Location - Specific:

Intersection of Calle Vallarta & Avenida Vaquero
2901 Calle Frontera, San Clemente CA 92673
Intersection of Camino Capistrano & North El Camino Real

Project Location - City: San Clemente Project Location - County: Orange

Description of Nature, Purpose and Beneficiaries of Project:

Work consists of using CIPP technology and methods to rehabilitate specific point locations and entire segments of damaged 8", 15" and 18" sewer gravity mains at the project locations without damaging or disrupting the existing roadways. The larger of these gravity mains are important sewer trunk lines and must be properly and regularly maintained.

Name of Public Agency Approving Project: City of San Clemente

Name of Person or Agency Carrying Out Project: City of San Clemente

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: Section 15301, Class 1
Statutory Exemptions. State code number:

Reasons why project is exempt:

Consistent with Section 15301, the project will repair and rehabilitate the existing sewerage facilities at the above locations

Lead Agency Contact Person: Christopher Wright Area Code/Telephone/Extension: (949) 361-6193

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [X] Yes [] No

Signature: [Signature] Date: 8/31/2023 Title: Associate Planner II

- Signed by Lead Agency Date received for filing at OPR:
Signed by Applicant

Revised 2005