



# AGENDA REPORT

## CITY OF SAN CLEMENTE

### CITY COUNCIL MEETING

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

**Meeting Date:** November 7, 2023

**Agenda Item:** 7H

**Department:** Public Works

**Prepared By:** Amir K. Ilkhanipour, Principal Civil Engineer

**Subject:**

**CONSIDERATION OF A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO CONDOR, INC. FOR THE AQUATIC CENTER MAIN POOL REPLASTER, CIP PROJECT NO. 12808; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$616,000**

**Fiscal Impact:**

The estimated construction cost of \$788,000 is within the available approved project budget of \$1,098,805 from the General Fund, Vista Hermosa Aquatic Center Pool Replaster, Account No. 016-804-45300-000-12808.

**Summary:**

On August 17, 2021, the City Council authorized a supplemental appropriation in the municipal budget using ARPA funding to replaster of the Avenida Vista Hermosa Sports Park Main Pool. The existing plastering is at the end of its useful life and is in need of replacement. The work generally includes replastering the pool, installation of new LED underwater lighting and recommissioning of the pool with balanced chemicals.

Staff is requesting the City Council consider approval of a construction contact with Condor, Inc. for the Aquatic Center Main Pool Replaster, in an amount of not to exceed \$616,000, plus a 19% construction contingency of \$117,000, for the replaster and rehabilitation of the Aquatic Center Main Pool.

**Background:**



After years of service, the main pool located at the Vista Hermosa Sports Park is in need of replastering as a result of normal wear and tear from the pool chemicals. While the pool is drained, other general repairs and improvements related to the pool such as the installation of new LED lighting, waterproofing of the various surfaces, adjacent gutters, and surge tank, the

rebalancing of water chemistry upon refill of the pool and the replacement of the main drains inside of the pool will be performed.

Staff prepared a bid package, notified local contractors and advertised the project for competitive bidding on the PlanetBids website. Three bids were received on October 20, 2023, ranging from \$616,000 to \$1,210,000, including the alternative bid items. The lowest responsive and responsible bidder, based on the “Base Bid”, was from Condor, Inc., of El Monte, in the amount of \$598,000 with a total of \$616,000 including bid alternatives. While local contractors were notified of the bid advertising, no local contractors submitted a bid.

Based on the low base bid and alternate bid items, the estimated construction cost for this project is as follows:

Construction Administration, Management & Inspection:	\$ 55,000
Construction Contract:	616,000
Contingency (19%):	117,000
<b>Total Estimated Construction Cost:</b>	<b>\$ 788,000</b>

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.

For informational purposes, the smaller pool at the Vista Hermosa Sports Park and the pool at the Ole Hanson Beach Club will remain open during the replastering of the main pool.

***Council Options:***

- Adopt Resolution No. 23-127, awarding the contract for Aquatic Center Main Pool Replaster to Condor, Inc., authorizing the City Manager to execute a construction contract in an amount not to exceed \$616,000, and approving a 19% construction contingency of \$117,000.
- Modify and adopt Resolution No. 23-127.
- Continue the item and direct staff to provide additional information.

***Environmental Review/Analysis:***

It was previously determined that this project was categorically exempt from the California Environmental Quality Act (CEQA) as it pertains to repair of already existing pool 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 October 26, 2023 for this project. (See attachment 4.)

***Recommended Actions:***

**Staff Recommendation**

STAFF RECOMMENDS THAT the City Council adopt Resolution No. 23-127, which will:

1. Award the Aquatic Center Main Pool Replaster, CIP Project No. 12808, construction contract to Condor, Inc. as the lowest responsible and responsive bidder;

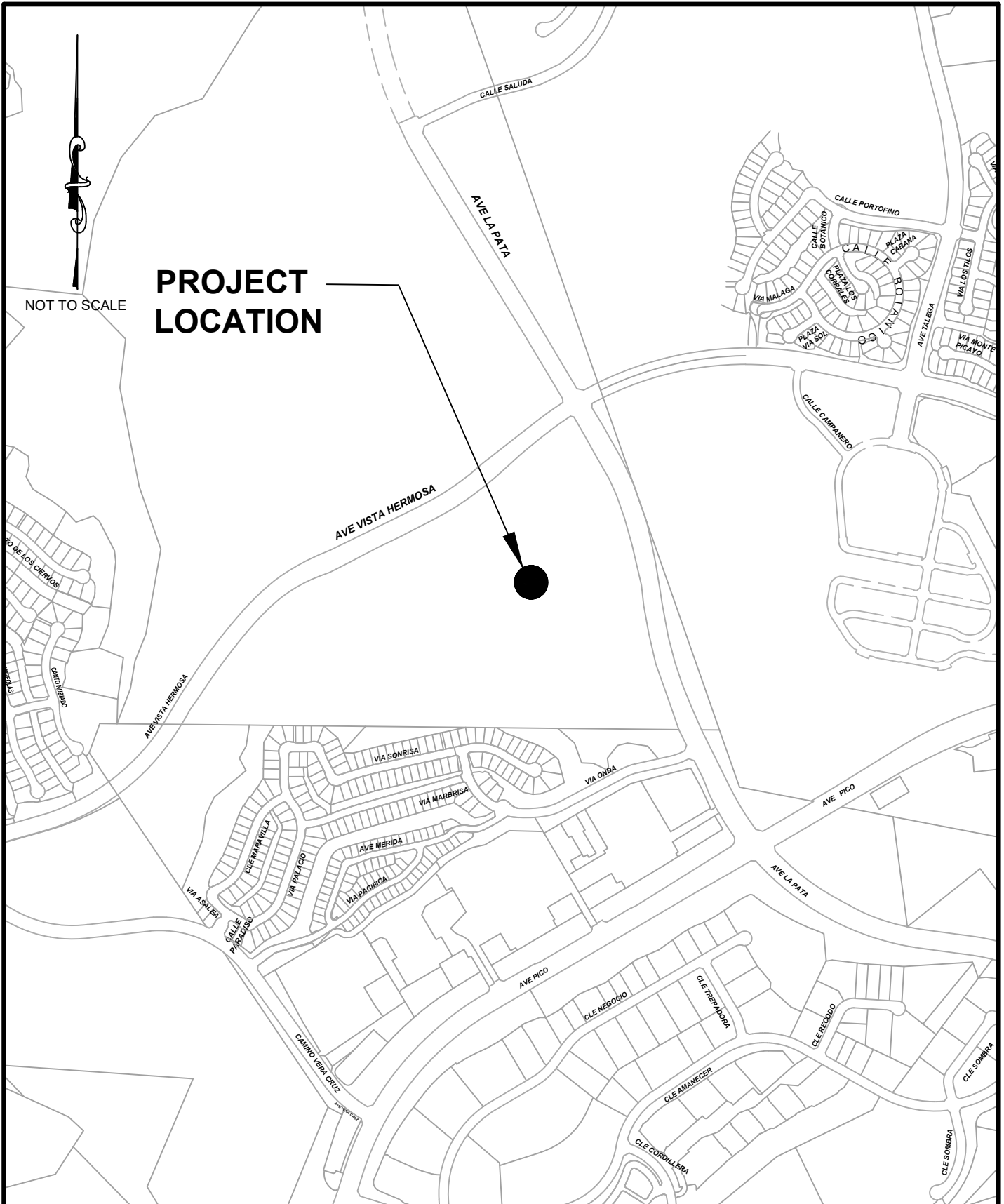
2. Authorize the City Manager to execute a construction contract with Condor, Inc. in an amount not to exceed \$616,000, in a form substantially similar to Contract No. C23-65 (Attachment 3); and
3. Approve a 19% construction contingency of \$117,000.

***Attachment:***

1. Location Map
2. Resolution 23-127
3. Draft Contract
4. Notice of Exemption

***Notification:***

All bidders.



**PROJECT  
LOCATION**

NOT TO SCALE

S:\public\CMMIS\GIS\Users\Ohana\CAD\Location Plan (Admin Report).dwg Tuesday, October 24, 2023 10:39:17 AM



*City of San Clemente*

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

**LOCATION MAP**  
**Aquatic Center Main**  
**Pool Replaster**  
**PN 12808**

RESOLUTION NO. 23-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDED A CONSTRUCTION CONTRACT TO CONDOR, INC. FOR THE AQUATIC CENTER MAIN POOL REPLASTER, CIP PROJECT NO. 12808 IN AN AMOUNT NOT TO EXCEED \$616,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the plastering in the Avenida Vista Hermosa Sports Park Main Pool is in need of replacement; and

WHEREAS, while the pool is drained and empty, there is also the opportunity to make improvements to features of the pool in need of upgrades as well; and

WHEREAS, during the refill of the pool water, the chemistry will be properly balanced to ensure longevity of the newly installed plaster; 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 October 26, 2023 for this project; and

WHEREAS, this project was competitively bid and on October 20, 2023, staff received three responsive base bids from Condor, Inc., California Waters Development, Inc. and USA Construction in the amounts of \$598,000, \$631,061 and \$1,090,000 respectively for the replaster of the main pool.

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 Aquatic Center Main Pool Replaster, CIP Project No. 12808, is hereby awarded to Condor, Inc. as the lowest responsive and responsible bidder.

SECTION 3. That the City Manager is authorized and directed to execute a construction contract with Condor, Inc. in an amount not to exceed \$616,000 for CIP Project No. 12808 in a form substantially similar to that presented to City Council on November 7, 2023.

SECTION 4. That a 19% construction contingency of \$117,000 for CIP Project No. 12808 is hereby approved and the City Manager is authorized to use such contingency for this project to the extent necessary and proper.

SECTION 5. 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. 23-127 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, Condor, 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:

Aquatic Center Main Pool Replaster, CIP PROJECT NO. 12808

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-Seven (37) working days from the commencement date stated in the Notice to Proceed and must be completed before February 9, 2024. 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 Six-Hundred Thousand, Sixteen Dollars (\$616,000). 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 written authorization from the City pursuant to the terms and provisions of the Contract Documents. This project includes a 19% contingency in the amount of one hundred and seventeen thousand dollars (\$117,000) for unforeseen conditions. In no event shall approved additional work exceed such project contingency, nor shall the total amount of compensation for work performed under this Contract, including approved additional work, exceed seven hundred thirty-three thousand dollars (\$733,000).

**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
- 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 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

Dated: \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY  
OF FUNDING:**

\_\_\_\_\_  
Finance Authorization

Condor, Inc.

By: \_\_\_\_\_

Fred Weiss, President

Dated: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Earl Weiss, CFO

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. Division, 910 Calle Negocio
San Clemente, CA 92673

County Clerk
County of \_\_\_\_\_

(Address)

Project Title: Aquatics Center Main Pool Replaster

Project Location - Specific:
987 Avenida Vista Hermosa, San Clemente, CA, 92673

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

Description of Nature, Purpose and Beneficiaries of Project:

Work consists primarily of the replastering of the main pool at the Aquatics Center. Adjacent work to also be completed includes the waterproofing of various surfaces, gutters and the surge tank, installation of new underwater LED lighting, start up and rebalancing of pool water chemistry, and replacement of main drains. The plaster currently exhibits deterioration and to preserve the integrity of the pool this project must be completed.

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 the existing pool facility at the Vista Hermosa Sports Park Aquatics Center

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: [Handwritten Signature] Date: 10/24/23 Title: Associate Planner II

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

Revised 2005