

City of Los Alamitos

Agenda Report Consent Calendar

December 15, 2008
Item No: 9D

To: Mayor Dean Grose and Members of the City Council
From: William Huber, Interim Public Works Director/City Engineer
Subject: Award of Contract/Budget Considerations-Community Center Floor Replacement (CIP No. 08/09-03)

Summary: This report recommends that City Council award a construction contract to the low bidder, Kerr Floors, for the Community Center Floor Replacement. The report also reviews the available budget options associated with the additive/alternate bid items for the remainder of the facility.

Recommendations:

1. Award the contract for the Community Center Floor Replacement (CIP No. 08/09-03) to the lowest responsible bidder, Kerr Floors, in the amount of \$17,980.00, reject all other bids; and,
2. Authorize the City Manager to execute the contract for the project; and,
3. Authorize the City Engineer to execute change orders, if necessary, in an amount not to exceed 10% of the original contract amount and not to exceed the approved project budget.

Background

In March of 2008, during a walk around facility inspection, it was noted that the floor in the Community Center activity rooms was a possible trip hazard. The floor is lifting in areas causing a trip hazard and is cracked in other areas causing moisture from the high water table to come up through the foundation and destroy the tiles, subsequently causing more trip hazards (see photos attached). Also, to receive the rental rates that the facility deserves, a safe and defect-free floor is expected.

Discussion

Project Bid Results

Bids for the Community Center Floor Replacement were opened on November 25, 2008. Three bids were received from the following contractors;

| Bidder | Base Bid | Add/Alt. Bid | Total(Base +Add/Alt Bid) |
|---|-----------------|---------------------|---------------------------------|
| <i>Avalon Flooring Los Alamitos, California</i> | \$16,757.85 | \$7,671.35 | \$24,429.20 |
| <i>Bixby Plaza Los Alamitos, California</i> | \$19,409.00 | \$9,309.08 | \$28,718.08 |
| <i>Gunn's Home Interiors Covina, California</i> | 0 | 0 | 0 |
| <i>Kerr Floors, Inc. Huntington Beach, California</i> | \$10,521.00 | \$7,459.00 | \$17,980.00 |

Project Budget

The total budget approved for this project is \$30,000. This was to include design, contract administration, testing and construction. To date, \$690 has been spent on asbestos testing and publications. The remaining construction budget is therefore \$29,310.

Bid Assessment

The lowest base bid plus additive/alternate is \$17,980.00 and is within the City budgeted contract amount.

The lowest responsible bidder is Kerr Floors, Inc. Kerr Floors, Inc. is a properly licensed contractor, has provided favorable references and has completed similar projects in the past with successful results including the Apple Computer Store in Carlsbad and the Thrifty/Rite Aid in Laguna Hills.


Additional Project Issues

Since this is a relatively small project, staff will be handling the contract administration in-lieu of contracting the service out, to save funds for construction. Construction inspections will be handled by the Building Official.


Fiscal Impact

| Item | Amount |
|-----------------------------|-----------------|
| Asbestos Testing | \$435 |
| Construction | \$17,980 |
| Contingency 10% | \$1,790 |
| Contract Administration | \$255 |
| Total Estimated Cost | \$20,460 |

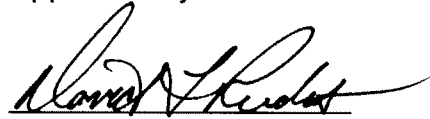
Prepared By:


Tony Brandyberry
Master Mechanic

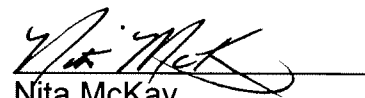
Approved By:


William Huber
Interim Public Works Director/City Engineer

Approved By:


David L. Rudat
Interim City Manager

Reviewed by:


Nita McKay
Assistant City Manager

Attachments: 1) *Contract*
 2) *Photos of Community Center Floor*

CONTRACT

THIS CONTRACT is made this 16th day of DEC., 2008, in the County of Orange, State of California, by and between the City of Los Alamitos, hereinafter called City, and KERR FLOORS, INC., hereinafter called Contractor. The 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:

COMMUNITY CENTER FLOOR REPLACEMENT – (CIP 08/09-03)

The Contractor and its surety shall be liable to the 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 the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within seventeen (17) calendar 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. The 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 SEVENTEEN THOUSAND NINE HUNDRED EIGHTY + No/100 Dollars (\$ 17,980.00). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of \$500.00 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 this is not paid, the Contractor agrees the 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

CONTRACT

Non-Collusion Affidavit form
 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.

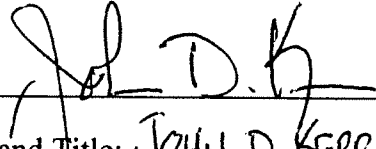
All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

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 the California Labor Code applicable to this Project.

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

ARTICLE 8. PREVAILING WAGES. N/A

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

| | |
|---|---|
| <p><u>NAME OF CONTRACTOR</u></p> <p>By <u></u></p> <p>Name and Title: <u>JOHN D. KERR, PRES.</u></p> <p>License No. <u>177674</u></p> | <p><u>CITY OF LOS ALAMITOS</u></p> <p>By _____</p> |
|---|---|

CONTRACT

