



MEETING DATE: 8/4/08

ITEM NO:

9

COUNCIL AGENDA REPORT

DATE: JULY 30, 2008

TO: MAYOR AND TOWN COUNCIL

FROM: GREG LARSON, TOWN MANAGER

SUBJECT: PPW JOB NO. 07-09 – SHANNON ROAD CULVERT IMPROVEMENTS
A. ADOPT RESOLUTION DECLARING JOSEPH J. ALBANESE, INC. TO BE THE LOWEST RESPONSIBLE BIDDER ON THE PROJECT AND AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$49,925.00.
B. AUTHORIZE A BUDGET ADJUSTMENT INCREASING ACCOUNT 461-816-0403 BY \$412.00.

RECOMMENDATION:

1. Adopt resolution (Attachment 1) declaring Joseph J. Albanese, Inc. to be the lowest responsible bidder on the project and award a construction contract (Exhibit A) in the amount of \$49,925.00.
2. Authorize a budget adjustment increasing Account 461-816-0403 by \$412.00.

BACKGROUND:

During the winter storms of early January 2008, there was damage done to a number of Town infrastructure and facilities, ranging from washed-out trails, retaining walls, storm drain pipes, street embankments, and park facilities that were broken and damaged due to fallen trees.

Infrastructure repairs and reconstruction of damaged public infrastructure has been going on for over the past 6 months with many projects already completed.

Staff has been working on the design and preparation of construction documents for replacement of a damaged storm drain pipe under Shannon Road. This storm drain pipe is an old corrugated metal pipe that had been severely eroded and washed due to the heavy rains. In addition to the storm drain pipe damaged by heavy rains, the roadway also suffered erosion and failures on top of this pipe. The new design includes installation of a high density polyethylene pipe which will not rust and has superior hydraulic performance.

PREPARED BY: TODD CAPURSO
Director of Parks and Public Works

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Reviewed by: _____ Assistant Town Manager OK Town Attorney _____ Clerk Administrator
Finance SS Community Development

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MAYOR AND TOWN COUNCIL

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DISCUSSION:

For projects under \$100,000 construction costs, the Town's informal bid process does not require public advertising and the preparation of a set of complete plans and specifications for a project.

This informal bid process allows staff to prepare a scope of work, solicit bids from three (3) contractors, and award the contract to the lowest bidder.

Bids for the Shannon Road Culvert Improvement Project were received by the Town Engineer on July 14, 2008. The following contractors submitted bids for this project:

Joseph J. Albanese, Inc.	\$49,925.00
Preston Pipelines	\$57,349.00
HSR	\$69,000.00
James J. Viso	\$89,198.00
MSI	\$68,500.00

It is recommended that the Town Council adopt the attached Resolution that would declare Joseph J. Albanese, Inc. to be the lowest responsible bidder on the project and award a construction contract to this company in the amount of \$49,925.00. Staff has checked all of the bids received and has determined that Joseph J. Albanese, Inc. is responsible and that its bid is responsive to the Town's informal bid process.

CONCLUSION:

Staff recommends that the Council accept the staff recommendations noted above.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301c). A Notice of Exemption will not be filed.

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MAYOR AND TOWN COUNCIL

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FISCAL IMPACT:

The Shannon Road Culvert Improvements project was approved in FY 2007/08 for a total of \$55,000. The design phase of the project cost \$5,487 leaving a balance of \$49,513. The construction phase will cost \$49,925 which will result in a budget shortfall of \$412. A budget adjustment is requested to increase account 461-816-0403 by \$412 to cover the shortfall.

	FY 2007/08 Budget	FY 2007/08 Expenditure	FY 2008/09 Expenditure/Proposal(s)	Available Funds
461-816-0403	55,000	5,487	-	49,513
Joseph J. Albanese Inc., Requested Budget	-	-	(49,925)	(49,925)
Adjustments	-	-	-	412
Totals	55,000	5,487	(49,925)	-

Attachments:

Resolution awarding construction contract to Joseph J. Albanese, Inc. with (Exhibit A)
Agreement

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AWARDING A CONSTRUCTION CONTRACT TO
JOSEPH J. ALBANESE, INC.
FOR PPW JOB NO. 07-19
SHANNON ROAD CULVERT IMPROVEMENTS**

WHEREAS, bids were sought in conformance with State and Town law for PPW Job No.07-19 – Shannon Road Culvert Improvements; and

WHEREAS, Joseph J. Albanese, Inc. submitted a bid which the Town Council deems to be responsive to the Town's solicitation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that Joseph J. Albanese, Inc. is declared to be the lowest responsible bidder for PPW Job No. 0719 – Shannon Road Culvert Improvements;

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute a construction contract (Attached as Exhibit A) for said project on behalf of the Town in the amount of \$49,925.00.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 4th day of August, 2008, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED: MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

CONTRACT

THIS AGREEMENT is between the **Town of Los Gatos** (hereinafter referred to as ("Owner")) and **Joseph J. Albanese, Inc.** hereinafter referred to as ("Contractor"). Owner and Contractor, for the consideration hereinafter named, agrees as follows:

A. SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of **PPW Job No. 07-19 – Shannon Road Culvert Improvement Project**; in accordance with the Contract Documents.

B. CONTRACT PRICE

As full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, also for all loss or damage arising out of the nature of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the Work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the Work, and the whole thereof, in the manner and according to the Contract Documents, Owner shall pay (forty nine thousand nine hundred and twenty five dollars) **\$49,925.00**, which shall supersede any other amount specified in the Contract Documents.

C. CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The Contract Documents are defined in Part I, Section 1-1.01(A) of these Specifications and are incorporated herein by reference the same as though set out in full.

D. BEGINNING OF WORK

Following the execution of this Contract and the approval of bonds and insurance policies and certificates, Owner shall issue a *Notice to Proceed* with the Work. Commencing work or the entrance of equipment or materials on the site of the Work by Contractor before receipt of the *Notice to Proceed* is at the sole risk and expense of Contractor and the Contractor shall be fully liable for any damage or injury sustained by Owner or third persons resulting there from.

E. TIME OF COMPLETION

The Work called for herein shall be fully completed in **(10) working days** of Contractor's receipt of the Notice to Proceed.

F. CORRECTION OF WORK AFTER ACCEPTANCE AND FINAL PAYMENT BY TOWN

Contractor shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting there from which shall appear within a period of 2 years from the date of recording of the *Notice of Completion*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of day of _____, 20____.

TOWN OF LOS GATOS, by:

CONTRACTOR, by:

Joseph J. Albanese, Inc.

Greg Larson, Town Manager

(Signature)

RECOMMENDED BY:

(Print Name)

Todd Capurso
Director of Parks and Public Works

(Address)

APPROVED AS TO FORM:

Orry P. Korb, Town Attorney

(City, State, Zip)

ATTEST:

Jackie Rose, Clerk Administrator

(Contractor's License Number)