



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: David Ott, City Manager
MEETING DATE: May 23, 2012
ORIGINATING DEPT: Engineering Department
SUBJECT: **Award Construction Contract for Highway 101 West Side Improvement Project**

BACKGROUND:

On August 31, 2011, a special City Council meeting was held to provide an overview of the Highway 101 West Side Improvement Project and an update of various features of the proposed project. The design team, which included Nasland Engineering (Nasland), City Staff, and other consultants, presented the preliminary design of the proposed project and responded to questions from the City Council. Later during the public testimony session, the City Council received feedback from the general public and organized groups. Finally, after thorough deliberation, the City Council provided clear direction regarding various aspects of the project.

At the November 16, 2011 City Council meeting, Staff responded to comments and concerns raised at the previous City Council meeting, presented the final design of the proposed project, received direction on any remaining design features that had not been resolved and received authorization to advertise the project for construction bids. Staff advertised the project on an electronic bid site (ebidboard.com) on April 3, 2012 and publicly opened the bids on May 8, 2012.

On January 11, 2012, the City Council approved a Professional Service Agreement with Infrastructure Engineering Corporation for Construction Management Services of the Highway 101 – West Side Improvements Project.

This item is before the Council to award a construction contract for the Highway 101 West Side Improvement Project, Bid No. 2012-01, and approve a Professional Services Agreement with Nasland for construction support services.

COUNCIL ACTION:

DISCUSSION:

The City issued 66 sets of bid documents and received nine bid proposals for the Highway 101 West Side Improvement Project, Bid No. 2012-01. Bids were opened on May 8, 2012 and read publically by the City Clerk. The bids are summarized below on Table 1:

Table 1: Bid Results

Contractor	Base Bid
Dick Miller, Inc. (San Marcos)	\$5,948,984.00
Sierra Pacific West, Inc. (Vista)	\$6,397,426.76
Palm Engineering Construction Company, Inc. (San Diego)	\$6,578,480.90
LB Civil Construction, Inc. (San Diego)	\$6,590,514.50
West Coast General Corporation (Poway)	\$6,810,010.83
Granite Construction Company (Watsonville, CA)	\$7,161,543.80
3-D Enterprises, Inc. (San Diego)	\$7,341,498.00
Daley Corporation (Lakeside)	\$7,451,202.50
Southland Paving, Inc. (Escondido)	\$7,560,014.70

The Engineering Department reviewed the bid submitted by Dick Miller, Inc. (DMI) for responsiveness. Staff found their bid proposal complete. Upon checking the contractor's references, Staff is satisfied that the contractor is competent to perform the work. In addition, their contractor's license has been found to be current and active.

Staff is recommending a contingency of approximately 11% for the project, which amounts to \$651,016. The estimated total construction contract, including contingency, is \$6,600,000. Construction is anticipated to start in early July 2012. The contractor has 300 working days (approximately 15 months) for completion of the project.

Construction Support Services with Design Engineer

The City executed a Construction Management (CM) contract with Infrastructure Engineering Corporation (IEC) in January 2012. The CM contract will provide for inspection, coordination among the general contractor and the subcontractors, communication with business and property owners, development and updating a website regarding day to day construction activities, and keeping the contractor on task. Construction Management is different than construction support services, which are usually provided by the design team.

The City's current design contract with Nasland does not include construction support services. The construction support services include items such as responding to requests for information (RFI's) submitted by the contractor, reviewing contractor's submittals, review and approval of all proposed landscaping materials and plants brought onto the project, approval of hardscape layout and construction quality, attending site meetings, providing engineering, landscaping, and traffic related support

for potential change orders, and some construction observation for preparation of as-built plans.

Staff is recommending that a new contract with Nasland be executed to include these additional services during construction. Nasland has submitted a proposal for these services (Attachment 1) in the amount of \$109,679. All construction services under this contract will be billed based on actual time spent on the project.

Bid Protest

The City received a bid protest letter (Attachment 2) from the second apparent low bidder, Sierra Pacific West, Inc. (SPW), regarding the bid submitted by the apparent low bidder, DMI. Staff is still doing due diligence on the issues raised in the bid protest letter. All findings related to these allegations, the result of the findings and the final recommendations on how to proceed with the possible awarding of a construction contract will be presented in a blue folder revision to this Staff Report.

CEQA COMPLIANCE STATEMENT:

During the final design of the Project, a California Environmental Quality Act (CEQA) analysis was performed. For the purposes of CEQA compliance, this Project qualifies for Categorical Exemptions pursuant to the 2011 State CEQA Guidelines. This project is exempt from CEQA pursuant to Section 15301(c) (Class 1 - Existing Facilities) and 15302(c) (Class 2 - Replacement & Reconstruction) of the State CEQA Guidelines.

FISCAL IMPACT:

Estimated construction costs for the project are summarized below in Table 2:

Table 2: Estimated Construction Costs

Item Description	Company	Cost
Construction Contract	Dick Miller, Inc.	\$5,948,984
Construction Contingency		\$ 651,016
Construction Support	Nasland Engineering	\$ 109,679
	TOTAL	\$6,709,679

The project cost will be paid with TransNet, TransNet Extension, Gas Tax, Street Lighting and the \$5.5 million that has been borrowed against the City's future share of TransNet funds. The portion of the contract that is for the replacement of the Santa Fe Irrigation District (District) water line will be paid from the City CIP fund since that is the fund that will receive the reimbursement from the District.

Appropriations for the project are included in the FY2012-13 Proposed Budget.

WORKPLAN:

This Project is identified in the Fiscal Sustainability/Redevelopment section of the Fiscal Year 2011/2012 Workplan.

OPTIONS:

- Adopt Staff recommendation awarding construction and construction support contracts.
- Postpone contract award and provide direction to Staff.
- Reject construction bids and provide direction to Staff.

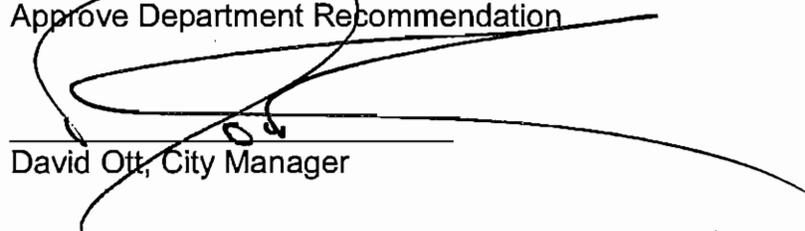
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 2012-067:
 - a. Authorizing the City Manager to enter into a professional services agreement, in the amount of \$109,679, with Nasland Engineering for construction support services during construction of the Highway 101 West Side Improvement Project.
2. Staff is still doing due diligence on the issues raised in the bid protest letter. All findings related to these issues, the result of the findings and the final recommendations on how to proceed with the possible awarding of a construction contract will be presented in a blue folder revision to this Staff Report.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



David Ott, City Manager

Attachments:

1. Proposal from Nasland Engineering for construction support
2. Bid protest letter from Sierra Pacific West, Inc.
3. Resolution No. 2012-067 – construction support contract with Nasland Engineering



NASLAND ENGINEERING

CIVIL ENGINEERING • SURVEYING • LAND PLANNING

May 4, 2012
NE Job No. 108-061.2

Mo Sammak
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

RE: Highway 101 Traffic Calming and Streetscape
West Side Improvements

Dear Mr. Sammak:

Nasland Engineering is pleased to provide this additional services request for construction administration related services on the Highway 101 project. The attached proposal included construction observation, submittal review, RFI review, general observation of the construction of the project, and site meetings for Nasland Engineering, LLG Traffic Engineering, Parterre, and the fountain consultant.

These services would be provided on a time and materials basis not to exceed \$109,679 without further authorization. If this is acceptable, please acknowledge this scope authorization in writing. If you have any questions regarding this modification, please do not hesitate to call. As always, it continues to be a pleasure to provide services to the City of Solana Beach.

Sincerely
NASLAND ENGINEERING

Lawrence Thornburgh, PE, PLS
Senior Project Manager



NASLAND ENGINEERING

CIVIL ENGINEERING • SURVEYING • LAND PLANNING

Highway 101 Traffic Calming and Streetscape West Side Improvements

SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION

The Consultant team shall provide construction administration services, respond to RFI's, provide site construction observation, prepare addenda, review submittals and provide punch lists/field reports including the following:

- A. Pre-Construction Meeting: The project Civil Engineer, Landscape Architect and Traffic Engineer shall attend the pre-construction meeting (1 meeting).
- B. Submittal and RFI review: The consultant team shall respond to Requests for Information (RFIs) from the contractor during the construction of the project and shall review material submittals and shop drawings during the construction of the project.
- C. Construction Meetings: The project Civil Engineer shall attend the semi-monthly construction status meetings and outreach meetings with the contractor, inspector and City staff. The Landscape Architect and Traffic Engineer shall attend as requested.
- D. General Construction Administration: The consultant team shall provide construction administration services during construction as requested by the City of Solana Beach and inspector. It is understood that the City of Solana Beach shall provide all construction management, inspection, and merchant/property owner communication during the construction of the project. The Construction Administration provided in this scope of services includes:
 - General consultation and observation of the construction during the project duration.
 - Provide roadway design services for the Car Rental Property on Highway 101.
 - Provide specific design modifications, updates, and consultation as requested by the City and inspector.
 - Assist the City and inspector in the review of change orders and progress payments
 - Provide review of construction as request by the City and inspector including:
 - o Irrigation, plant material, paving samples, paving forms and finish
 - Assist the City in updating the Quicknet traffic signal management system.
- E. As-Built Plans: Consultant shall prepare record drawings (as-built plans) based on the approved redlines provided by City indicating changes and modifications made during construction. Changes, modifications and locations shall be based solely on information provided by the Contractor and/or Inspector.



NASLAND ENGINEERING

CIVIL ENGINEERING • SURVEYING • LAND PLANNING

FEE SCHEDULE

All services shall be provided on a time and materials basis

Task	Nasland Engineering		Parterre		LLG Traffic Engineers	
	Project Manager	Design Engineer	Senior Landscape Architect	Landscape Architect	Project Manager	Design Engineer
A. Pre-Construction Meeting	2		2	2		2
B. Submittal and RFI Review	20	16	40	30	4	8
C. Construction Meetings	60		20		4	8
D. General Construction Administration						
• Weekly Consultation (60 weeks)	120	30			12	24
• Landscape Inspection			90	150		
• Car Rental Property Design	\$6,040					
• Quicknet Programing						8
E. As-Builts	2	40		20		4
Total Hours	204	86	152	202	20	54
Hourly Rate	\$160	\$135	\$130	\$115	\$195	\$150
Fee Total	\$32,640	\$11,610	\$19,760	\$23,230	\$3,900	\$8,100
8% Markup			\$1,664	\$1,858	\$312	\$648

Reimbursables (Printing, Mylars, Deliveries) -- \$3,000

Grand Total \$109,679

RECEIVED

MAY 14 2012

Engineering Dept.
City of Solana Beach



SIERRA PACIFIC WEST, INC.
General Engineering Contractor

May 11, 2012

Sent Via email/US Mail: Aivey@cosb.org
dgoldberg@cosb.org

Serial No. 00002

City of Solana Beach
635 South Highway 101
Solana Beach, CA 92075

Attn: Ms. Angela Ivey, City Clerk

Subject: City of Solana Beach Highway 101 West Side Improvements Bid No.: 2012-11 Protest

Dear Ms. Angela Ivey,

Please let this letter stand as a formal notice for inquiry regarding the aforementioned bid.

The bid proposal submitted by DMI [Dick Miller Inc.] was selected as the apparent low bid for the above named project on May 8, 2012.

Within said bid submission, we would like to draw your attention to the Designation of Subcontractor's and Amount of Subcontractor's Bid Items form page 23 of 174, where a listing for Landscape & Irrigation to be performed by Piteco's Landscape under business license #711853-A has been listed for subcontracted work.

Upon review of the license number submitted, it appears, that the information is not in accordance with the Greenbook requirements, page 22 of 174 of the bidding specifications, nor the State of California requirements for bidding public works projects.

The license number listed is not that of Piteco's Landscape, according to the information available for review on the Contractors State License Board website. Through verbal communication, The contractors State License Board has also confirmed that the license number [#711960] for which Piteco's Landscape is listed, allowing them to bid public works projects in the State of California; has been and is currently suspended.

Pursuant to "Greenbook" / Standard Specifications for Public Works Construction – Section 2-3 Subcontracts – 2-3.1 General [a] states that the Subcontractor to perform work must hold a valid



Page 2
May 11, 2012

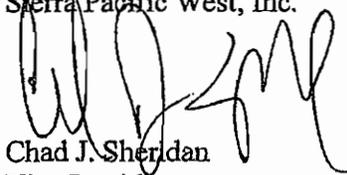
contractor's license to perform work in the state of California. Also, Page 22 of 174 of the City of Solana Beach bidding documents also states that the "...bidder is prohibited from performing any work on this project with a subcontractor who is ineligible to perform work on a public works project..." and furthermore, from the comments on the State Contractors License board, Petico does not hold workers compensation insurance or have any employees to even perform the work as outlined. Which is a requirement per the City of Solana Beach bidding documents page 34 of 174.

According to the information reviewed and the current bidding / contract regulations, it appears that the bid submitted by DMI, should be deemed non-responsive.

Thank you for your prompt attention to the matter.

Should you have the need for clarification of the above or general comments please feel free to contact our office.

Sincerely,
Sierra Pacific West, Inc.



Chad J. Sheridan
Vice President

Enclosures:

- [1] Greenbook standards page 9
- [1] copy Petico CSLB website info
- [1] City of Solana Beach bidding specifications page 22
- [1] City of Solana Beach bidding specifications page 34

Cc: Dan Goldberg City of Solana Beach,
Thomas L. Brown,
Travelers Bond & Financial Product

Project Files, SIT/REP

2-3 SUBCONTRACTS.

2-3.1 General. Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set forth in the Bid, as provided in 4104:

“(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor’s total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his bid.”

If the Contractor fails to specify a Subcontractor, or specifies more than one Subcontractor for the same portion of the work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor’s total Bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself, except as otherwise provided in the Code.

As provided in Section 4107, no Contractor whose Bid is accepted shall substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except for causes and by procedures established in Section 4107.5. This section provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the subcontract involved, after a public hearing.

2-3.2 Additional Responsibility. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

“The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. “Specialty Items” will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.”

Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

2-3.3 Status of Subcontractors. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.

Contractor's License Detail - License # 711960

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	711960	Extract Date	5/11/2012
Business Information			
PITECO'S LANDSCAPING			
Business Phone Number: (858) 864-6914			
P O BOX 26958 SAN DIEGO, CA 92126			
Entity	Sole Ownership		
Issue Date	08/30/1995		
Expire Date	08/31/2013		
SUSPENDED			
This License is under suspension for the following reasons:			

- License Status**
1. License suspended for failure to comply with a bond payout.
 2. License is under Contractors Bond Suspension. A contractor's bond may have been received by the Board but not yet processed. Once the bond is processed the suspension will be lifted retroactively to the effective date of the bond. Ask the contractor for proof of a contractor's bond and contact the bonding company to verify bond status.

CLASS	DESCRIPTION
C27	LANDSCAPING

Classifications

CONTRACTOR'S BOND

This license filed a Contractor's Bond with
AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100167041

Bond Amount: \$12,500

Effective Date: 06/14/2011

Cancellation Date: 02/08/2012

Contractor's Bond History

WORKERS' COMPENSATION

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Workers' Compensation

Effective Date: 10/13/2011

Expire Date: None

Workers' Compensation History

GUIDE FOR COMPLETING THE "DESIGNATION OF SUBCONTRACTORS" FORM

CAUTIONS This form will be used by the CITY to determine the percentage of work that the Bidder proposes to perform. Bidders are cautioned that failure to provide complete and correct information may result in rejection of the bid as non-responsive. Any bid that proposes performance of more than sixty percent (60%) of the work by subcontractors or otherwise to be performed by forces other than the Bidder's own organization will be rejected as non-responsive. Specialty items of work that may be so designated by the Engineer on the "Contractor's Proposal" are not included in computing the percentage of work proposed to be performed by the Bidder.

INSTRUCTIONS The Bidder shall set forth the name and location of business of each and every subcontractor whom the Bidder proposes to perform work or labor or render service in or about the work or improvement, and every subcontractor licensed as a contractor by the State of California whom the Bidder proposes to specially fabricate and install any portion of the work or improvement according to detailed drawings contained in the plans and specifications in excess of one-half of one percent (0.5%) of the Bidder's total bid or, in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000) whichever is greater. Said name(s) and location(s) of business of subcontractor(s) shall be set forth and included as an integral part of the bid offer.

The Designation of Subcontractors form must be submitted as a part of the Bidder's sealed bid. Failure to provide complete and correct information shall result in rejection of the bid as non-responsive.

Suppliers of materials from sources outside the limits of work are not subcontractors. The value of materials and transport of materials from sources outside the limits of work, as shown on the plans, shall be assigned to the Contractor or the subcontractor as the case may be, that the Bidder proposes as installer of said materials. The value of material incorporated in any Subcontractor-installed bid item that is supplied by the Bidder shall be included as a part of the work that the Bidder proposes to be performed by the Subcontractor installing said item.

When a Subcontractor has a Solana Beach business certificate, the number must be entered on the proper form. If the Subcontractor does not have a valid business certificate, enter "NONE" in the appropriate space.

Determination of the subcontract amounts for purposes of award of the contract shall be determined by the City Council in conformance with the provisions of the contract documents and the various supplemental provisions. The decision of the City Council shall be final.

Bidder is prohibited from performing any work on this project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code Sections 1771.1 or 1777.7.

Bidders shall make any additional copies of the disclosure forms as may be necessary to provide the required information. The page number and total number of additional form pages shall be entered in the location provided on each type of form so duplicated.

3. **Workers' Compensation and Employer's Liability.** CONTRACTOR shall maintain Worker's Compensation insurance and Employers Liability Insurance to protect CITY against all claims under applicable state and federal workers compensation laws. Insurance coverage shall not be less than the statutory minimum for workers compensation, and \$1,000,000.00 for employers' liability. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

In signing this Contract, CONTRACTOR certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance, in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract."

- D. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONTRACTOR and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- E. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.
 2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- F. **Verification of Coverage.** CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section. The endorsement should be on forms provided by the CITY or on other than the CITY's forms, provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- G. **CITY MAY OBTAIN INSURANCE FOR CONTRACTOR.** In the case of any breach of any insurance provision of this Contract, CITY may, at CITY's sole discretion, take out and maintain at CONTRACTOR's expense, any insurance in the name of CONTRACTOR or any subcontractor, as CITY deems proper and may deduct the cost of taking out and maintaining the insurance from any sum to which CONTRACTOR is entitled or may become entitled under this Contract.

XVI. PERFORMANCE AND PAYMENT OF BONDS

- A. Upon return of the Contract, signed by the CONTRACTOR to the CITY, the CONTRACTOR shall furnish to CITY fully executed performance bond(s) in the amount of one hundred percent (100%) of the Contract Price and payment (labor and material) bond(s) in the amount of one hundred

DESIGNATION OF SUBCONTRACTOR AND AMOUNT OF SUBCONTRACTOR'S BID ITEMS

(To Accompany Proposal)

HIGHWAY 101 WESTSIDE IMPROVEMENTS

BID NO.: 2012-01

The Bidder certifies that it has used the sub-bid of the following listed subcontractors in preparing this bid for the Work and that the listed subcontractors will be used to perform the portions of the Work as designated in this list in accordance with applicable provisions of the specifications and section 4100 et seq. of the Public Contract Code, "Subletting and Subcontracting Fair Practices Act." The Bidder further certifies that no additional subcontractor will be allowed to perform any portion of the Work in excess of one-half of one percent (0.5%) of the Bidder's total bid, or in the case of bids or offers for construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, and that no changes in the subcontractors listed work will be made except upon the prior approval of the CITY.

SUBCONTRACTOR'S BID ITEMS

Portion of Work	Subcontractor Name and Location of Business	Subcontractor's License No. and Classification*	Amount of Work by Subcontractor in Dollars*
LANDSCAPE & IRRIGATION (PARTIAL)	PITECO'S LANDSCAPE SAN DIEGO	711853-A	\$378,713
RUBBERIZED SLURRY SEAL (PARTIAL)	KOCH-ARMSTRONG GENERAL ENGINEERING LAKESIDE	194819-A	73,000.00
<i>Concrete with Pavers</i>	<i>Cladagh Paving Fallbrook</i>	<i>819859-A</i>	<i>56,392.</i>

Page 2 of 3 pages of this Subcontractor Designation form

* Pursuant to section 4104 (a)(2)(A) California Public Contract Code, receipt of the information preceded by an asterisk may be submitted by the Bidder up to 24 hours after the deadline for submitting bids contained in the "Notice Inviting Bids."

RESOLUTION 2012-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NASLAND ENGINEERING FOR CONSTRUCTION SUPPORT SERVICES FOR THE HIGHWAY 101 WEST SIDE IMPROVEMENT PROJECT

WHEREAS, on November 16, 2011, the City Council authorized the City Engineer to advertise for construction bids for the Highway 101 West Side Improvement Project, Bid No. 2012-01; and

WHEREAS, in response to the advertisement for construction bids, the City received nine bids for the project; and

WHEREAS, on May 9, 2012, the City Clerk opened the construction bids and publicly read the bids aloud; and

WHEREAS, there is need to have the design team under contract during construction of the project to respond to requests for information submitted by the contractor, review and approval of all plants brought onto the project, approve the hardscape layout and other similar functions not covered by the construction manager.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.

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2. That the City Council authorizes the City Manager to enter into a professional services agreement, in the amount of \$109,679, with Nasland Engineering for construction support services during construction of the Highway 101 West Side Improvement Project.

PASSED AND ADOPTED this 23rd day of May, 2012, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –
NOES: Councilmembers –
ABSTAIN: Councilmembers –
ABSENT: Councilmembers –

JOE G. KELLEJIAN, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk