

American River Flood Control District

Repair Arcade Creek Floodwall

Staff Report

Discussion:

The concrete floodwall in the Arcade Creek south levee at Marysville Boulevard was damaged by a vehicle in July 2018. The damage needs to be repaired and the floodwall returned to a fully intact condition by the start of flood season on November 1st. District staff has contacted a number of construction companies to receive bids for the repair of the floodwall. The repair work will entail demolition of the damaged section of concrete floodwall, installation of new reinforcement re-bar tying into the existing footing, and forming and pouring of the new wall section.

To date, the District has received one bid from Biondi Construction. Other companies contacted indicated that they do not perform prevailing wage contracts. Additional quotes are still being requested.

The quote from Biondi Construction proposes to perform the work for \$24,800. Biondi Construction indicated they could do the work right away and the wall would be intact before the start of flood season.

Unless a competing bid is obtained from a company that can perform the work prior to the start of flood season, the best option for the District is to award the contract to Biondi Construction for the quoted price.

Recommendation:

The General Manager recommends that the Board of Trustees award the contract for repair of the Arcade Creek Floodwall to Biondi Construction for the quoted bid price of \$24,800.



Biondi Paving Inc dba



8150 37th Avenue
 Sacramento, California 95824-2306
 916.383.5982
 916.383.3077 Fax
 www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
 NV Lic No. 53494 A, Limit\$5M/project

“ A family tradition serving core values since 1948”

Job Title & Location:
Flood Wall Repair
Arcade Creek at Hagginwood Park
Sacramento , CA

PROPOSAL#: 18197 JLG

Submitted to:
Ross Kawamura
American River Flood Control
185 Commerce Circle
Sacramento, CA 95815

Contact Information:
 Phone#:
 Mobile#: (916) 708-7017
 Additional#:
 Fax
 E-mail: ross@arfccd.org

We have included the following items in our proposed price:

Proposal Date:
 9/11/18

Valid Through:
 Oct-11-18

| Bid Item | Description | Quantity | UM | Unit Price | Total Price |
|----------|-------------|----------|----|------------|-------------|
|----------|-------------|----------|----|------------|-------------|

| | | | | | |
|--|--|---|----|----|-----------|
| | Repair 20' Section of Damaged Flood Control Wall (Work includes specifically the following) | 1 | LS | \$ | 24,800.00 |
|--|--|---|----|----|-----------|

- Sawcut Wall, Remove and Offhaul Concrete, Expose Footing
- Place New Rebar Reinforcement as Needed
- Form and Place New 20' Section of Floodwall on Existing Footing
- Strip and Cleanup

Notes:

No footing removal or replacement figured. We are assuming the footing was not moved or damaged in the accident

Includes Prevailing Wages and Submission of Certified Payroll if requested

Need access to the Creek Access Road for Staging Trucks and Construction Equipment

The Following items are Exclusions from this Proposal if Marked with a Check Box

General Conditions Exclusions

- Design engineering
- Construction Permits, Encroachment Permits and Special Fees
- Performance or payment bonds (add 1.5% of bid to price for this requirement)

We Propose hereby to furnish material, equipment, and labor - complete in accordance with above specifications, for the sum of:

Payment Terms / Legal Clarifications

PAYMENT IS DUE UPON COMPLETION AND PAST DUE AFTER THIRTY (30) DAYS from Invoice date:

The Customer agrees to pay late charges on any billings not paid when due, from the due date until paid, at the rate of 18% per annum or the maximum rate allowed by law, whichever is less.

We Propose hereby to furnish material, equipment, and labor - complete in accordance with above specifications, for the sums of:

Twenty Four Thousand Eight Hundred Dollars **\$ 24,800.00**

In the event payment is not made to Biondi at the times and in the amounts provided for in this agreement, Biondi may, upon three (3) working day's written notice, elect to suspend work until payment on the amount owing has been received. If this occurs Biondi's time for performance shall be extended appropriately and it's reasonable costs of shut down, delay, and start-up shall be paid and the contract adjusted accordingly.

General Conditions

Changes in Work: Customer may from time to time by instructions or drawings issued to Biondi, make changes in the scope of work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this agreement shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original agreement. The price or the formula for establishing the price for such work will be set forth in a written change order, either prior to the commencement or as soon as practical thereafter.

Extra costs incurred due to loss of production or delays outside our control, including unsuitable conditions which may stop work, to be paid on a time & material basis

Should either party bring suit in court to enforce any of the terms hereof, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees, expert fees and court costs.

Unavoidable Delays - Extension Of Time: In the event Biondi shall be delayed in the performance of the work under this contract by causes beyond the control of Biondi, and without the fault or negligence of Biondi, including but not limited to change orders, acts of god or of the public enemy, acts of government, fire, flood, strikes, inclement weather, including over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by vendors and other contractors, Biondi shall have such period of time to complete the performance of this contract as shall be necessary as a result of any such causes.

Prior to commencement of work, if this proposal is not executed to constitute the official contract, a contract containing terms mutually agreeable to both parties shall be prepared and executed. The Contents of this proposal document shall be inserted electronically or physically attached to become an integral part of the contract. In the event of any inconsistency between any such contract and this proposal, the terms of this proposal shall prevail.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

for **BIONDI PAVING, INC.**



Authorized Signature: _____

Jerry Leathers-Estimator/Project Manager

Date: 9/11/18

Estimator: JL

916.383.2642 direct

Reviewed By : JL

Acceptance of Proposal by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. Acceptance represents that owner has read and understood, and relies thereon on this entire document.

Signature: _____

Printed Name: _____

Date: ____/____/____