

Agenda Report

TO: CITY COUNCIL **DATE:** September 12, 2005

FROM: CITY MANAGER

SUBJECT: APPROVAL OF AN AMENDMENT TO CONTRACT NO. 18,829 WITH KALBAN, INC. IN THE AMOUNT OF \$135,000 FOR THE REPLACEMENT OF WALKWAYS AT VICTORY, GWINN AND SUNNYSLOPE PARKS

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute an amendment to Contract No. 18,829 with Kalban, Inc., contractor for the construction of a project entitled "Site Improvements at Various Parks," to increase the total contract "not to exceed" amount from \$530,000 to \$665,000, an increase of \$135,000 for the replacement of walkways at Victory, Gwinn and Sunnyslope Parks. It is further recommended that, to the extent this might be viewed as a separate project which should be competitively bid, the City Council exempt this transaction from competitive bidding based on this action serving the best interest of the City.

BACKGROUND

On May 2, 2005, the City Council approved Contract No. 18,829 with Kalban, Inc. to replace walkways and construct site improvements at various parks throughout the City. The start of the project was delayed to avoid conflict with summer recreation programs in the parks. Subsequent to the award of the this contract, funding for the replacement of walkways at Victory, Gwinn and Sunnyslope Parks was added to the Capital Improvement Program in Fiscal Year 2006. The existing scope of work already includes walkway replacement at Victory Park, and all the additional work will be completed using the bid unit prices in the existing contract.

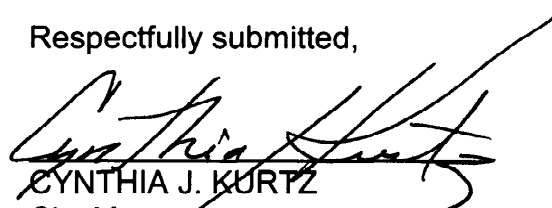
Because the specifications did not provide for it, the installation of walkways would normally be subject to competitive bidding; however, staff is asking the City Council to approve the installation of walkways without further competitive bidding on the grounds that it is impractical to bid and that the public interest would not be served by bidding. The impracticality doctrine is recognized and created by the case Graydon v. Pasadena Redevelopment Agency. It is impractical to bid and the public interest would not be served by bidding for the following reasons: As in Graydon v. Pasadena Redevelopment Agency, 104 Cal. App. 3d631, 164 Cal. RTTR. 56 1980, there is

Redevelopment Agency, 104 Cal. App. 3d631, 164 Cal. RTTR. 56 1980, there is already a contractor mobilized who was selected for related work through a competitive bidding process. Likewise, the additional work can be considered an integral part of the initial work because Kalban, Inc. was the lowest responsive bidder for the installation of walkways, was awarded the contract for that work, and has mobilized to perform the contract. The cost of the additional walkways is consistent with the original bid price and, in the opinion of the project managers, significant cost and delay would be involved were a new contractor to mobilize for the work.

FISCAL IMPACT

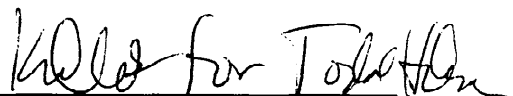
Sufficient funding is available in Capital Improvement Program budget account No. 78053, Park Walkway Replacement and Victory Park – Concrete Walkway Extension, to cover the cost of this contract amendment.

Respectfully submitted,




CYNTHIA J. KURTZ
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