

DATE SUBMITTED 7/31/19  
 SUBMITTED BY COMMUNITY SERVICES  
 DATE ACTION REQUIRED 8/7/19

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS (initials)

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Eager Park Playground Surfacing Improvement Project	
DEPARTMENT INVOLVED: COMMUNITY SERVICES	
BACKGROUND/SUMMARY: Eager park Surfacing Project is to remove weathered and damaged poured in place rubber surfacing and replace it with engineered wood fiber. This Project was put out to Bid on June 9, 2019. No bids were received by the June 28 <sup>th</sup> deadline. Since the project received no bids, staff requests authorization from Council to proceed with the project as specified in the bid package without further compliance with the procurement requirements. A quote was received from Western State Builders to demo, remove and dispose of the existing pour in place and the installation of Fibar Cloth in the amount of \$34,750. The quote for engineered fiber is \$8,809.71. . Please see attached quote.	
FISCAL IMPACT: Cost of labor and materials, not to exceed \$44,000.00.	FINANCE INITIALS <u>DD</u>
STAFF RECOMMENDATION: It is the department's recommendation that City Council approve the quotes from Western State Builders in the amount of \$34,750 and Fibar quote in the amount of \$8,809.71.	DEPT. INITIALS <u>(initials)</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>office al</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:



# Western State Builders

Date: 7/20/2019  
Proposal #: WSB 59997

Address: Earger City Park  
Project: PIP Demo/Disposal Fibar install  
Project Number: 59997  
CA License: 1001538  
DIR Number: 1000039078

Western State Builders proposes to provide all labor/Material to complete the work listed for the above referenced project.

DESCRIPTION OF WORK		Estimated Cost	
1	Demo Demo Existing PIP Remove and Dispose of 2827sqft of Sand  Labor Equipment Disposal Costs		
2	Install Roughly 3325 Sqft of Fibar Cloth Installation Roughly 3325 Sqft of Fibar material Installation Labor Equipment		
3	Material Lodging	3325 Sqft Of Fibar Material 3325 Sqft of Fibar Cloth	
		<table border="1"><tr><td>Total</td></tr></table> \$34,750	Total
Total			

## CONDITIONS AND STIPULATIONS

- Proposal only includes the items listed on Description of Work above.
- Any additional work requested will be billed at the Western State Builder's current rental rates.
- All quantities to be measured and approved by the project superintendent/Home Owner prior to billing.
- Western State Builders is not responsible for the changes made to Western State Builders plans.

Western State Builders looks forward to working with your company. If you have any questions regarding the contents of this proposal please call me at (760) 270-8639.

Sincerely  
Julian Moon

2141 Orange Ave Escondido, CA 92029  
Phone (760) 703 6024 Phone (760) 270 8639

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General Terms and Conditions:

1. Western State Builders is not responsible for the cost of obtaining nor providing for any engineering, testing, permits, bonds, or inspection fees, or any other fees or charges.
2. Western State Builders shall not be responsible for any delay in completing this subcontract caused by (a) act of God (b) inclement weather, (c) Strikes or other union activities, (d) additional work ordered by the owner, the architect, or the prime contractor, (e) any work stoppage by Western State Builders following the prime contractor's/Home Owner failure to make payments when due under this contract, (f) regulations or other action by governmental authorities, (g) any other contingency beyond Western State Builders control and not foreseen by express provision of this contract.
3. If the prime contractor or owner requires Western State Builders to do any work other than that specified herein Western State Builders shall be paid the cost of the work plus (10%) for overhead and fifteen percent (15%) for cost for profit whether or not the request is in writing. Western State Builders at its option, may defer commencement of any additional work until a change order is signed by the contractor/owner as applicable.
4. It is mutually agreed that if at any time in the opinion of the Western State Builders, the financial responsibility of the prime contractor or owner becomes impaired, jeopardized, threatened, or unsatisfactory Western State Builders may temporarily stop work and require payment of all sums then due for all labor and materials furnished at that time and also require payment in advance for all remaining labor and materials and either or both of these actions shall not constitute a breach of this agreement by Western State Builders and Western State Builders may wait to perform the balance of the labor and material hereunder until the aforementioned payment in full has been received.
5. Job performance and/or measured quantities will be considered accepted, unless written notice of any claimed deficiencies is received by Western State Builders within (7) working days from that time when the work is actually performed. Foreman to walk with owner on approval.
6. This proposal is made in anticipation of prompt commencement of work as provided herein. If through no fault of Western State Builders, such work has not begun within (90) days of the date of this proposal. The Proposal may be declared null and void at Western State Builders option.
7. The above proposal shall not be binding unless prime contractor or owner accepts the proposal in writing. It is understood and agreed that acceptance of this proposal shall constitute a contract upon actual notice of such acceptance to Western State Builders. All of the following conditions of this proposal are incorporated into and become part of this proposal and contract.
8. If through no fault of Western State Builders, the completed work by western State Builders is damaged. Western State Builders will be paid additionally for such repair or replacement work necessary to return it to the original completed condition. Additionally for such repair or replacement work necessary to return it to the original completed condition.

Continued...

9. Any back charges to Western State Builders claimed by the owner, the architect, or the prime contractor shall be reviewed and acknowledged in writing by Western State Builders and a representative of the prime contractor or owner within 7 days of the occurrence, giving rise to a back charge.

10. Western State Builders will not honor any back charges unless Western State Builders has accepted responsibility and is given the opportunity to remedy the problem itself first.

Prime Contractor or Owner Acceptance: The undersigned, prime contractor or owner, has read and understands the above terms and conditions and hereby agrees to pay the contract price for the work described above.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Western State Builders acceptance:

Dated: \_\_\_\_\_

By: \_\_\_\_\_



The Fibar Group LLC  
 80 Business Park Dr  
 Suite 300  
 Armonk, NY 10504-1705

E-mail sales@miracleplayground.com  
 Web Site www.fibar.com

**Estimate**

Date	Estimate #
7/22/2019	10-3348

Phone # 800-264-7225 Fax # 877-215-3869

Name / Address
General Contractor

Project	Terms	Rep	FOB
Eager Park	see below	Eddie	factory

Item	Description	Qty	Rate	Total
Fibar	Fibar System 112 -3325 sf of Fibar material at 12" depth including 35% compaction rate -Fibar cloth	1	6,145.10	6,145.10T
Freight	Commercial Freight	1	2,173.00	2,173.00
EXCLUSIONS	EXCLUDES: unloading, storage, site work, installation, fees & permits. NOTE: Trucks will deliver as close to your area as possible without damaging property. Fibar wood fiber is delivered loose. Other Fibar components; mats, Fibar Drain, Fibar cloth are delivered by common carrier.		0.00	0.00T

This quote is valid for 30 days	<b>Subtotal</b>	\$8,318.10
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Terms: all Municipalities and School Districts have Net 30 terms. All other agencies need to apply for credit terms and will be issued termed after credit review. Deposits are generally required.  
 CREDIT CARD PAYMENTS ARE ACCEPTED AND WILL BE CHARGED AN ADDITIONAL 3% FEE.

<b>Sales Tax (8.0%)</b>	\$491.61
<b>Total</b>	\$8,809.71

Signature \_\_\_\_\_