

City of Piedmont
COUNCIL AGENDA REPORT

DATE: October 1, 2018

TO: Mayor and Council

FROM: Paul Benoit, City Administrator

SUBJECT: Consideration of Award of Contract to Chrisp Company in the amount of \$276,414.95 for construction of the 2018 Street Traffic Striping Project

RECOMMENDATION

Approve the attached resolution which takes the following actions regarding the 2018 Traffic Striping Project:

1. Authorize the Mayor to sign a construction contract with Chrisp Company for construction of the 2018 Traffic Striping Project based on their submitted bid of \$276,414.95.
2. Approve the overall Estimated Construction Budget of \$336,386.40, which includes the construction cost, a 10% contingency and monies for construction management and inspection.
3. Determining the project to be exempt from the requirements of the California Environmental Quality Act.

BACKGROUND

Historically, Piedmont's street traffic striping has been placed and maintained through a combination of annual pavement maintenance projects and the utilization of on-call contracts on an as needed basis with an annual budget of approximately \$60,000 to \$70,000. Although this system has worked, over time it has led to a wide variation in striping condition and visibility throughout Piedmont. Staff's efforts to keep ahead of the needed maintenance was limited. In addition, the system of performing this work was completed without the benefit of striping plans because the City did not have complete documentation of Piedmont's street traffic striping.

In an effort to improve traffic safety for vehicles, bicyclists and pedestrians, and begin a systematic program to regularly address street traffic striping, Staff and the City Engineer created a programmatic approach to the maintenance of traffic striping. This new approach involved identifying and creating an inventory of the existing street traffic striping within the City. Once the inventory was established, the City was divided into five (5) sections, such that a reasonable scope of work and construction cost could be achieved on a regular, rotating basis. Due to its lower life-cycle cost and decreased maintenance requirements, Staff specified the use of thermoplastic striping instead of paint or raised traffic markers. Please see the attached City Striping Plan Map attached as Exhibit A. It was determined that the City should be divided into five (5) sections. Four (4) sections were geographically contiguous, and the fifth was purposely created to segregate the major arterials of Grand Ave., Oakland Ave., Moraga Ave., Highland

Ave., Wildwood Ave., Crocker Ave., and Hampton Road. This was done because these streets endure the highest traffic counts in town, and therefore, the City could potentially request bids for touch-up of the striping on a more frequent cycle than the other sections. In as much as the inventory effort covered the entire City, the detailed work for this bid cycle focused on Section 4 and the Major Arterials. The balance of the detailed inventory will be collected over the next several years. More importantly, all of this information will be added to the City’s GIS system for an organized and “living” record that can be manipulated as needed in the future.

Currently, the initial City strategy focuses on completing one section each year, each under a separate bid and contract. In the following years, each of the other sections would be completed such that the entire City will be re-painted in 4 years. Thereafter, Staff and the City Engineer will monitor the degradation characteristics of the thermo-plastic striping to determine the appropriate cycle for re-painting, including the Major Arterials section. Thermoplastic pavement markings have an average useful life span of six (6) to eight (8) years. Therefore, once the City has cycled through the initial 4-year plan, the next re-striping cycle can be stretched out as needed.

DISCUSSION

This year’s focus is on Section 4 in the western area of the City, and in-fill work on the Major Arterials. Construction documents were prepared and the project was advertised for bids in accordance with the requirements of the California Public Contract Code and applicable requirements of Article XV of Chapter 2 of the Piedmont City Code.

On September 18, 2018, bids were opened and three bids were received in the following amounts:

Central Striping Service	\$696,166.90
Bayside Stripe & Seal	\$341,626.25
Chrisp Company	\$276,414.95

Staff has examined the bid submitted by the Chrisp Company and found it to be in conformance with the requirements of the bid documents.

SCHEDULE OF CONSTRUCTION

If approved, the work is estimated to start in late October or early November. The contract allows for 30 working days to complete the project. Although final completion will be dependent on weather, the project is anticipated to be completed before the end of December.

FISCAL CONSIDERATIONS

Based on the recommended award amount, staff is proposing the following overall budget:

Construction	\$276,414.95
Construction Contingency (10%)	\$ 27,641.45
Estimated Construction Management & Inspection	<u>\$ 32,330.00</u>

Total Estimated Project Construction Budget \$336,386.40

The construction contingency will only be used if necessary, and the amounts allocated for construction management and inspection are a maximum, not-to-exceed estimate. If less time is required, then the amount charged to the project will be less.

Costs associated with this project will be paid from the Gas Tax Fund. This allocation has been previously budgeted and will not affect the anticipated appropriations for the upcoming 2018 Paving Project.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved the resolution and attached Agreement.

By: Chester Nakahara, Public Works Director
 John Wanger, City Engineer

RESOLUTION No.**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PIEDMONT, STATE OF CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH CHRISP COMPANY, AND ESTABLISHING AN OVERALL PROJECT BUDGET FOR THE 2018 TRAFFIC STRIPING PROJECT**

WHEREAS, in accordance with the requirements of Chapter 2, Article XV of the Piedmont City Code ("Purchasing Ordinance") the City of Piedmont solicited bids for the 2018 Traffic Striping Project ("Project"); and

WHEREAS, bids for the Project were opened on September 19, 2018 in accordance with Purchasing Ordinance, California Public Contract Code, and other applicable laws; and

WHEREAS, three bids were received and ranged from \$276,414.95 to \$696,166.90, with the low base bid being from Chrisp Company; and

WHEREAS, staff has determined that the Chrisp Company's bid satisfies the bidding requirements for the Project; and

WHEREAS, staff has verified that Chrisp Company possesses a valid California Contractor's License under the requested Class A, number 374600 (expires 5/31/19) as required to qualify to perform the Project; and

WHEREAS, the Project plans and specifications have been reviewed; and

WHEREAS, the Project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of the repair, maintenance, and minor alternation of existing streets, sidewalks and gutters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT AS FOLLOWS:

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Piedmont.
2. The plans and specifications for the Project are approved.
3. In accordance with the Purchasing Ordinance and California Public Contract Code, and other applicable laws, the City Council of the City of Piedmont hereby finds the bid of Chrisp Company for the 2018 Traffic Striping Project to be the lowest, responsive bid and waives any irregularities in such bid in accordance with applicable law.
4. The contract for the 2018 Traffic Striping Project is hereby awarded to Chrisp

Company in the amount of \$276,414.95 conditioned on Chrisp Company's timely executing the Project contract and submitting all required documents, including, but not limited to, executed bonds/surety, certificates of insurance, and endorsements, in accordance with the Project bid documents.

5. The Mayor is hereby authorized and directed to execute upon submission by Chrisp Company all documents required pursuant to the Project bid documents for performance of the Project.
6. The overall construction budget for the Project is established at \$336,386.40.
7. City staff is hereby directed to issue a Notice of Award to Chrisp Company.
8. This Resolution shall become effective immediately.
9. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Piedmont hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

AGREEMENT

The City of Piedmont, a California Municipal Corporation (“City”) enters into this Agreement, dated hereafter, only, with Chrisp Company, a California corporation (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., September 18th, 2018 for the 2018 Traffic Striping Project by soliciting bids in accordance with the City of Piedmont City Code and other applicable law.
- B. BID OPENING. On September 18, 2018 at 2:00 p.m., City representatives opened the bids for the 2018 Traffic Striping Project and read the bids aloud.
- C. PROJECT AWARD. On October 1, 2018, the City Council awarded the **2018 Traffic Striping Project** to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor’s providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the 2018 Traffic Striping Project (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following location: various streets in Piedmont, California as detailed in the Project Plans.
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within 30 (thirty) working days from the date specified in the City’s Notice to Proceed (“Time for Completion”).
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor’s obligations under this Agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The

City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$1,450 per day** in accordance with California Government Code Section 53069.85 and Section 5-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **\$276,414.95 (Two hundred seventy six thousand, four hundred fourteen dollars and ninety five cents)** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated September 18, 2018, and attached hereto and incorporated in this Agreement. Payment to the Contractor under this Agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Agreement is subject to and may be offset by charges that may apply to the Contractor under this Agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

7. THE CONTRACT DOCUMENTS. This Agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

7.1 This Agreement and change orders and other amendments to this Agreement signed by authorized representatives of the City and the Contractor.

7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.

7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

7.5 Notice Inviting Bids.

7.6 Instructions to Bidders.

7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.

7.8 The successful bidder's completed Contractor License Information.

7.9 The successful bidder's completed List of Proposed Subcontractors.

7.10 The successful bidder's Workers Compensation Insurance Certification.

7.11 The successful bidder's completed Non-Collusion Declaration.

7.12 The successful bidder's Debarment Certification.

7.13 The successful bidder's completed Certificates of Insurance and Endorsements.

7.14 The successful bidder's executed Performance Bond.

7.15 The successful bidder's executed Payment Bond.

7.16 Executed Escrow for Deposit Agreement, if applicable.

7.17 Change Order Form.

7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.

7.19 The successful bidder's Qualification Statement, if any.

7.20 The successful bidder's signed Signature Form.

8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.

10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this Agreement and at law and equity.

11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A or C32 license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Agreement subject to all available remedies under this agreement and at law and equity.

12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

13. DEFINITIONS. All words as used in the Agreement shall be subject to the Definitions set forth in Section 1 of the General Provisions of the Notice to Contractors, Special Provisions, Proposal and Contract for the 2018 Traffic Striping Project.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CHRISP COMPANY

CITY OF PIEDMONT

David L. Morris, Exec. Vice President

Robert McBain, Mayor

Chester Nakahara
Director of Public Works

[Attach Notary Page]

Attest:

John O. Tulloch, City Clerk

Approved as to Form and Legality:

Michelle Marchetta Kenyon, City Attorney
Sergio Rudin, Assistant City Attorney

Xrefs: Piedmont-Utilities-Grid.dwg;Piedmont-GIS baseemap.dwg
Path: F:\BMAP-STD\Piedmont\Basemap-GIS\Stripping\Piedmont-Stripping Index B&W.dwg Layout Name: Stripping Areas 8.5x11 Plot Date: Sep 24, 2018 at 05:00 pm

ORIGINAL PLOT DATE:

