

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda date: January 22, 2019

Reviewed by: NA

Subject: CIP No. 21000 Annual Street Rehabilitation and 2300 Active Transportation Plan: Award of Construction Contract (C19-1) – 2018 Pavement Maintenance and ATP Striping & Signage Project

Report By: Robert Gonzales, Capital Improvements Program Manager
Mark Hurley, Public Works Director/City Engineer

SUMMARY

The Public Works Department issued a Notice Inviting Bids for the construction of the 2018 Pavement Maintenance and ATP Striping & Signage (Project) and on December 18, 2018, the City received and opened six (6) bids. Staff is requesting the City Council to adopt a resolution awarding a contract for construction of the project to the lowest responsible bidder, VSS International in the amount of \$850,120 and approve Change Order No. 1 to Contract C18-60 with Zoon Engineering in the amount of \$100,000 to provide construction management services.

The scope included in this contract is part of the City's Capital Improvement Plan.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2019-9 authorizing the City Manager to award contract C19-01 to VSS International to construct the 2018 Pavement Maintenance and ATP Striping & Signage Project for the not-to-exceed amount of \$850,120 and execute Change Order No. 1 to Contract C18-60 with Zoon Engineering to provide construction management services in the not-to-exceed amount of \$100,000 from previously appropriated funds for CIP Projects No. 21000 and No. 23000.

BACKGROUND

There is a total of 58 lane miles of public street or 5 million square feet of asphalt and concrete within the City. As of 2017, the City's Pavement Condition Index was 54. Contract C19-01 includes activities such as road base repair, slurry sealing, Cape sealing, curb ramp upgrades and completion of the remaining element of the 2014 Active Transportation project.

On July 16, 2018 Council authorized a call for bids for the Project. The Notice was advertised in the local newspaper on October 24th and 26th 2018 and November 13, 2018 posted on the city website and distributed to several Bay Area builders' exchanges.

DISCUSSION

A total of six (6) bids were received and opened on December 18, 2018. The total bid amount of the six bids are shown in the attached bid summary.

The bids were reviewed, and all were found to be responsive and complete. The engineer's estimate for construction is \$950,000. Public Works Department staff recommends that the project be awarded to the lowest responsible bidder, VSS International, with a total bid of \$850,120. Staff finds that the bid amount for the project reflects the current market condition for public works construction projects. Complete bid results are shown in Attachment 2.

The contractor is required to complete the project within 40 calendar days from commencement date and construction is anticipated to start in February 2018.

ENVIRONMENTAL CLEARANCE

This project consists of maintenance of existing streets and is determined to be categorically exempt under CEQA.

SUSTAINABILITY

The proposed project supports Council's Strategic Plan in the areas of Transportation Safety and Implementation of the city's active Transportation Plan.

FINANCIAL SUMMARY

The budget for the Project is included in CIP No. 21000 – Annual Street Rehabilitation Project and CIP 23000 – Annual Active Transportation Plan, which were appropriated by Council as part of the City's Capital Improvement Program last updated on March 19, 2018 (Resolution 2018-36). In FY18, The CIP includes \$2,778,000 in funding for the Annual Street Rehabilitation Project and \$422,063 for the Annual ATP Plan. The following table details the approved budget and funding sources for CIP No. 21000:

Funding Sources	CIP 21000 – FY 17/18	CIP 2300 – FY17/18
1101 Measure B Local St.	\$519,000	\$422,063
1105 Gas Tax (State)	\$326,000	
1201 Measure BB Local St.	\$374,000	
2006 St. & Storm Drain Tax (Measure F)	\$1,453,000	
2009 SB-1 Funding	\$106,000	
Total Funding Sources	\$2,778,000	\$422,063

<u>Prior Expenditures</u>	<u>Street Rehabilitation FY 17/18</u>	<u>Annual Active Transportation Plan</u>
	\$526,540	\$222
<u>Projected Expenditures (this contract)</u>	<u>Street Rehabilitation FY 17/18</u>	<u>Annual Active Transportation Plan</u>
Professional Services	\$85,500	\$34,000
Construction/Improvements	\$600,000	\$250,120
Contingency	\$65,000	\$20,000
Total Expenditures	\$750,500	\$304,120

As of January 9, 2019, the City has either spent or encumbered a total of \$526,540 for the Annual Street Rehabilitation Project. This spending is detailed in the following table.

ITEM	RESOLUTION NO.	AMOUNT
Evelyn Avenue Design & Construction	n/a	\$203,865
2019 Pavement Rehabilitation Project (Design)	2018-34	\$175,600
Marin Avenue Pavement (as part of Utility Undergrounding Project)	2018-41	\$147,075

The financial impacts of the proposed contracts are as follows:

Professional Services:	\$100,500
Construction:	\$850,120
Materials Testing Services:	\$19,000
Contingency (10%):	<u>\$85,000</u>
Total Project Cost:	\$1,054,620

Striping and Signage portions of the project will be paid through Measure B and the street maintenance will be funded through Measure B, BB, and Gas Tax funds SB-1 funding was used for rehabilitation Evelyn Avenue and will be used to design and construction of Washington Avenue this year. The contract recommended for award in this staff report is within the approved project budget and no adjustments are needed.

Attachments:

1. Resolution 2019-9
2. Bid Summary for C19-1
3. Construction Contract
4. Map showing project limits

City of Albany
2018 Pavement Maintenance and ATP Striping and Signage Pr
Contract No.:C19-1

Bid Summary

Bidder	Total
Intermountain Slurry Seal Inc	\$ 1,066,650.00
Telfer Paving Technologies, LLC	\$ 1,023,077.22
MCK Services, Inc	\$ 875,192.30
Ray's Electric	\$ 1,188,948.05
PMK	\$ 1,382,577.00
VSS International	\$ 850,120.00

Engineer Estimate

\$950,000.00

CONTRACT NO. C19-1

This public works contract (“Contract”) is entered into by and between the City of Albany (“City”) and VSS INTERNATIONAL (“Contractor”) for work on the 2018 Pavement Maintenance and ATP Striping & Signage Project (“Project”).

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20____, the City authorized award of this Contract to Contractor for the amount of Contractor’s bid.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 City of Albany Technical Provisions
 - 2.14 City of Albany Standard Details
 - 2.15 And the following: No Other Documents

3. **Contractor’s Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, the City will pay Contractor _____ Dollars (\$_____) (the “Contract Price”), in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within _____ 40 _____ working days from the commencement date given in the

Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, the City may assess liquidated damages in the amount of \$3,200 for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **Living Wage Ordinance.** This Contract will also be subject to the City’s Living Wage Ordinance, as stated in Section 18 of the Instructions for Bidders, unless the wage rates required under state law are higher than the rates required under Section 2-26.5 of the City’s Living Wage Ordinance.
 - 7.4 **DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
8. **Workers’ Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: “I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers’ 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 on this Contract.”
9. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City of Albany	Contractor
Name	Anne Hsu, City Clerk	
Address	1000 San Pablo Avenue	
City/state/zip	Albany, CA 94706	

	City of Albany	Contractor
Phone	510-528-5710	
Fax	510-528-5797	
Copy to:	Robert Gonzales, CIP Manager	
Email	rgonzales@albanyca.org	

10. General Provisions.

- 10.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without the City’s written consent. This Contract is binding on Contractor’s successors and permitted assigns.
- 10.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the *General Conditions* or *Special Conditions*.
- 10.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court for Alameda County, and no other place.
- 10.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 10.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between the City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.
- 10.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY OF ALBANY:

Approved as to form:

s/ _____

s/ _____

Nicole Almaguer, City Manager

Craig Labadie, City Attorney

Date: _____

Date: _____

CONTRACTOR:

Company Name

DIR Reg. No: _____

s/ _____

s/ _____

Name/Title [print]

Name/Title [print]

Date: _____

Date: _____

City of Albany Business License Number

Business License Expiration Date

Contractor's Calif. License Number(s)

Seal:

Expiration Date(s)

END OF CONTRACT

