

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

Agenda date: June 6, 2022
Reviewed by: NA

Subject: Kains Avenue / Adams Street Bicycle Boulevard Pilot Project (CIP No. 25010) – Award of Construction Contract No. C22-27

Report By: James Cirelli, Associate Engineer
Allison Carrillo, CIP Manager
Mark Hurley, Public Works Director/City Engineer

SUMMARY

The Kains Avenue / Adams Street Bicycle Boulevard Pilot Project (Project) is ready to proceed to construction. The issue before Council is to award Construction Contract No. C22-27 to Bayside Stripe & Seal, Inc. (Bayside) in the not-to-exceed amount of \$138,058. This Project is part of the Council’s Strategic Plan in the area of Transportation Safety and Implementation of the City’s Active Transportation Plan.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2022-56, authorizing the City Manager to award Contract No. C22-27 to Bayside Stripe & Seal, Inc. to construct the Project for the not-to-exceed amount of \$138,058 from previously appropriated funds under CIP Project No. 25010.

BACKGROUND

On April 16, 2012, the City adopted the Albany Active Transportation Plan (ATP), which included the potential implementation of two-way bicycle boulevards with entries on Kains Avenue and Adams Street as north-south bikeway alternatives to cycling on San Pablo Avenue.

In 2017, Parisi Transportation Consulting (Parisi) was selected to conduct a study of design alternatives for bikeways on Kains and Adams. On October 26, 2017, the Traffic and Safety Commission recommended the two-way shared street / bicycle boulevard concept for both Kains Avenue and Adams Street.

On December 18, 2018, the Traffic & Safety Commission reviewed the pilot program design and proposed timeline and metrics, received public comment, and made the recommendation provided above (i.e. two-way shared street / bicycle boulevard). Before and after evaluation metrics to be considered were: traffic counts and speeds; bicycle and pedestrian counts; observations of intersection behavior and vehicle compliance; parking surveys and/or video analysis of parking behavior; collision history; intercept surveys; resident and business surveys; and other feedback.

In February 2019, Parisi submitted the 95% PS&E (Plans, Specifications, and Estimates) set to the City. On September 16, 2019, the City Council adopted Resolution No. 2019-77 which approved the pilot program design and fully incorporated the two bicycle boulevards into the ATP. The pre-construction evaluation was then scheduled to begin in early/mid-2020 with construction following thereafter. However, the pre-construction evaluation was postponed indefinitely due to the COVID-19 pandemic as it would not accurately capture traffic behavior and compliance following the March 2020 Stay-At-Home order.

As traffic had begun returning to pre-pandemic levels in the City in early 2022, staff rescheduled the pre-construction evaluation and revisited the 95% PS&E. In March 2022, Parisi re-validated the 95% PS&E, finalized the design, prepared technical specifications, and updated the cost estimate. In April 2022, the Transportation Department completed the pre-construction evaluation.

On April 4, 2022, the City Council authorized the City Manager to advertise the Notice Inviting Bids for the Project (Resolution No. 2022-27). The Public Works Department issued a Notice Inviting Bids, which was twice advertised in the local newspaper, posted on the City website and distributed to several Bay Area builders' exchanges.

DISCUSSION

On May 10, 2022, the City received and opened three (3) bids for the construction of the Project. The engineer's estimate for this construction work is \$178,000.

The range of the three bids is tabulated below.

BIDDER	BASE BID AMOUNT
Bayside Stripe & Seal, Inc.	\$138,058.00
Chrisp Company	\$170,046.00
Ray's Electric	\$193,698.00

The bids were reviewed and the lowest apparent bidder was found to be responsive and complete.

As per the process described in Albany Municipal Code §13-16, Public Works Department staff recommends that the construction contract be awarded to the lowest responsible bidder, Bayside, with a base bid of \$138,058. Complete bid results are shown in Attachment 2.

The scope of the Project includes curb paint, pavement delineation, pavement markings, signage, and traffic barrier installation. The contractor is required to complete the Project within 30 working days from commencement date.

ENVIRONMENTAL CLEARANCE

This Project consists of striping of an existing street and is determined to be categorically exempt under CEQA (California Environmental Quality Act).

SUSTAINABILITY

This Project supports the Council’s Strategic Plan in the area of Transportation Safety and Implementation of the City’s Active Transportation Plan. This Project has the sustainability benefit of achieving bicycle mode share goals and greenhouse gas emission reduction goals in the City by providing safer bicycle facilities parallel to San Pablo Avenue.

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The City of Albany promotes equal opportunity and non-discrimination on the basis of race, religion, creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital status or other interests protected by state and federal law. The City strongly values contract participation by minority owned and women owned businesses. However, the City is unfortunately restricted in its ability to implement any form of preference program associated with those groups on City contracts based on limitations imposed under the California Constitution, which do not permit any public agency in the state to grant preferential treatment to any entity “on the basis of race, sex, color, ethnicity or national origin” in public contracting (Cal. Const., art. I, § 31.). This constitutional restriction, which is commonly referred to as Proposition 209, was approved by voters in 1996. An effort to overturn this restriction placed on the November 2020 ballot (Proposition 16) was not approved by voters. The only exception to the bar under Proposition 209 is for federally funded projects where the City has historically and will continue to fully and actively promote participation by minority owned and women owned businesses.

FINANCIAL SUMMARY

The budget for this Project (CIP No. 25010) was approved by Council as part of the City’s Capital Improvement Program in November 2020 (Resolution No. 2020-108).

The following are the updated project costs:

Professional Services (Design)	\$ 10,567
Construction	\$ 138,058
Construction Contingency (15% of estimate)	\$ 27,000
Total Estimated Project Cost	\$ 175,625

The following table details the currently approved budget and funding sources for Project (CIP No. 25010):

Funding Sources	CIP Appropriations
1102 Measure B (ACTC) Bicycle & Pedestrian Funds	\$200,000
Total CIP Appropriations	\$200,000

As of April 30, 2022, the City has spent or encumbered approximately \$15,630 of the appropriated project budget.

The contract recommended for award in this staff report (Bayside Contract No. C22-27 for \$138,058) including contingency is within available project budget and no additional appropriations are needed at this time.

Attachments:

1. Resolution No. 2022-56
2. Bid Tabulation for Contract No. C22-27
3. Contract No. C22-27 Bayside Stripe & Seal, Inc.

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RESOLUTION NO. 2022-56

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO AWARD CONTRACT NO. C22-27 IN A
NOT-TO-EXCEED AMOUNT OF \$138,058 FOR THE CONSTRUCTION
OF THE KAINS AVENUE / ADAMS STREET BICYCLE BOULEVARD
PILOT PROJECT (CIP NO. 25010)**

WHEREAS, in April 2012, the City Council adopted the Albany Active Transportation Plan (“ATP”), which serves as the City’s bicycle master plan and pedestrian master plan; and

WHEREAS, on September 16, 2019, the City Council adopted Resolution No. 2019-77 adopting the pilot program design and fully incorporating the two bicycle boulevards into the ATP; and

WHEREAS, on November 16, 2020, the City Council adopted Resolution No. 2020-108, adopting the new five-year Capital Improvement Plan for fiscal years 2019/20 through 2023/24, and appropriating budget for the first three fiscal years of the plan, including the Kains/Adams Bike Blvd Pilot Project (CIP No. 25010); and

WHEREAS, on April 4, 2022, the City Council authorized staff to advertise the Notice Inviting Bids for the Kains Avenue / Adams Street Bicycle Boulevard Pilot Project; and

WHEREAS, on May 10, 2022, the City received and opened three (3) bids for the above-mentioned project; and

WHEREAS, Bayside Stripe & Seal, Inc. is the lowest responsible and responsive bidder for the construction of the Kains Avenue / Adams Street Bicycle Boulevard Pilot Project.

NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby authorizes the City Manager to award Contract No. C22-27 to Bayside Stripe & Seal, Inc. to

1 construct the Kains Avenue / Adams Street Bicycle Boulevard Pilot Project for the not-to-
2 exceed amount of \$138,058 from previously appropriated funds for CIP Project No. 25010.

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BID RESULTS

Project: **Kains Avenue / Adams Street Bicycle Boulevard Pilot Project (Contract #C22-27)**

Bid Opening: **Tuesday, May 10, 2022 at 2:00 PM**

Location: **City Hall, 1000 San Pablo Avenue, Albany, CA 94706**

Staff called for bids and the following were received:

Bayside Stripe & Seal, Inc.

\$138,058.00

Chrisp Company

\$170,046.00

Ray's Electric

\$193,698.00

The above results may include errors and/or omissions by the bidder. Bids are referred to staff for review.

City of Albany
Kains Avenue / Adams Street Bicycle Boulevard Pilot Project
Contract No.: C22-27

Bid Summary

Bidder	Total
Bayside Stripe & Seal, Inc.*	\$138,058.00
Chrisp Company	\$170,046.00
Ray's Electric	\$193,698.00

* Apparent Low Bidder

Engineer's Estimate \$178,000.00

No.	Description	Est. Qty.	Unit	Engineer's Estimate		Bayside Stripe & Seal, Inc.*		Chrisp Company		Ray's Electric	
				Bid Unit amount	Total Amount	Bid Unit amount	Total Amount	Bid Unit amount	Total Amount	Bid Unit amount	Total Amount
1.1	Mobilization	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00	\$ 29,000.00	\$ 29,000.00
1.2	Project Identifier Sign	2	EA	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ 5,000.00	\$ 10,000.00
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 40,000.00	\$ 40,000.00
3	Water Pollution Control Plan	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 1,300.00	\$ 1,300.00	\$ 10,000.00	\$ 10,000.00
4.1	Remove Existing Pavement Markings	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00	\$ 14,000.00	\$ 14,000.00
4.2	Remove & Salvage Signs	44	EA	\$ 100.00	\$ 4,400.00	\$ 100.00	\$ 4,400.00	\$ 130.00	\$ 5,720.00	\$ 190.00	\$ 8,360.00
5	Install Red Curb Paint	580	LF	\$ 4.00	\$ 2,320.00	\$ 4.00	\$ 2,320.00	\$ 4.50	\$ 2,610.00	\$ 5.00	\$ 2,900.00
6.1	Install Detail 27B (Thermoplastic)	12200	LF	\$ 5.00	\$ 61,000.00	\$ 2.50	\$ 30,500.00	\$ 2.00	\$ 24,400.00	\$ 1.00	\$ 12,200.00
6.2	Install 1' White Stripe (Paint)	300	LF	\$ 4.00	\$ 1,200.00	\$ 6.00	\$ 1,800.00	\$ 4.00	\$ 1,200.00	\$ 7.00	\$ 2,100.00
6.3	Install Basic Crosswalk (Thermoplastic)	1100	LF	\$ 7.00	\$ 7,700.00	\$ 6.00	\$ 6,600.00	\$ 7.00	\$ 7,700.00	\$ 7.00	\$ 7,700.00
7.1	Install Stop Pavement Marking (Paint)	418	SF	\$ 4.00	\$ 1,672.00	\$ 6.00	\$ 2,508.00	\$ 5.00	\$ 2,090.00	\$ 8.00	\$ 3,344.00
7.2	Install Shared Lane Markings (Paint)	1000	SF	\$ 4.00	\$ 4,000.00	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00	\$ 8.00	\$ 8,000.00
7.3	Install Triple-Four Crosswalk (Thermoplastic)	2088	SF	\$ 7.00	\$ 14,616.00	\$ 8.00	\$ 16,704.00	\$ 7.00	\$ 14,616.00	\$ 8.00	\$ 16,704.00
7.4	Install Advanced Warning Markings at Speed Hump (Paint)	96	SF	\$ 4.00	\$ 384.00	\$ 6.00	\$ 576.00	\$ 5.00	\$ 480.00	\$ 10.00	\$ 960.00
8.1	Procure and Install K72 Bollards	18	EA	\$ 350.00	\$ 6,300.00	\$ 400.00	\$ 7,200.00	\$ 360.00	\$ 6,480.00	\$ 285.00	\$ 5,130.00
8.2	Procure K72 Bollards	4	EA	\$ 100.00	\$ 400.00	\$ 250.00	\$ 1,000.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00
9	Install New Sign	66	EA	\$ 250.00	\$ 16,500.00	\$ 200.00	\$ 13,200.00	\$ 250.00	\$ 16,500.00	\$ 170.00	\$ 11,220.00
10	Install 2" Square Pole Extension	1	EA	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00
11	Install 2" Round Pole Extension	2	EA	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00
12	Install New Pole & Foundation	12	EA	\$ 500.00	\$ 6,000.00	\$ 300.00	\$ 3,600.00	\$ 350.00	\$ 4,200.00	\$ 815.00	\$ 9,780.00
TOTAL items 1 -12				\$ 177,792.00		\$ 138,058.00		\$ 170,046.00		\$ 193,698.00	
				Engineer's Estimate		Bayside Stripe & Seal, Inc.*		Chrisp Company		Ray's Electric	

* APPARENT LOW BIDDER (based on lowest total of base bid)

Abbreviations: EA = Each
LF = Linear Foot
LS = Lump Sum
SF = Square Feet

Contract

This public works contract ("Contract") is entered into by and between City of Albany ("City") and Bayside Stripe & Seal, Inc. ("Contractor"), for work on the Kains Avenue / Adams Street Bicycle Boulevard Pilot 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 the Work to construct the Project. On June 6, 2022, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
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, Performance and Warranty 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; and
 - 2.13 City of Albany Standard Specifications
 - 2.14 City of Albany Standard Details
3. **Contractor's Obligations.** Contractor will 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, supplies, tools, 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, City will pay Contractor \$ 138,058.00 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, 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, City will assess liquidated damages in the amount of \$2,900 per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

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 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations 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. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, 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:

Dept: Albany City Hall
Address: 1000 San Pablo Avenue
City/State/Zip: Albany, CA 94706
Phone: (510) 528-5710
Attn: Anne Hsu, City Clerk
Email: AHsu@albanyca.org
Copy to: Mark Hurley, Director of Public Works (MHurley@albanyca.org)

Contractor:

Name: Bayside Stripe & Seal, Inc.
Address: P.O. Box 703
City/State/Zip: Petaluma, CA 94953
Phone: (707) 765-2871
Attn: Ramy Mughannam
Email: ramy@baysidessi.com
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Alameda County, and no other place.
- 12.4 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.
- 12.5 Integration.** 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 City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 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:

Approved as to form:

s/ _____

s/ _____

Nicole Almaguer, City Manager

Malathy Subramanian, City Attorney

Date: _____

Date: _____

Attest:

s/ _____

Anne Hsu, City Clerk

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name/Title

Date: _____

Second Signature (See Section 12.7):

s/ _____

Name/Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT