

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Interim Assistant Public Works Director

Summary

Subject: 2019 Striping and Marking Project Award

Recommendation: A. Adopt a Resolution which adopts a CEQA Class 1 Categorical Exemption, awarding a construction contract to Chrisp Company
 B. Authorizing the City Manager to Execute an Agreement for the 2019 Striping and Marking Project.

Fiscal Impact: **\$204,035.37 – Total Project Cost**

\$185,486.70 – Account No. 1024 (Striping and Marking)
 \$18,548.67 – Account No. 1051 (Road Rehabilitation)

\$185,486.70 – Contract Award Amount
 \$9,274.34 – (5%) Construction Contingency
 \$9,274.34 – (5%) Construction Management

Purpose:

To promote vehicle and pedestrian safety by repairing and adding striping, crosswalks, and pavement markings at various locations throughout the City.

Background:

At various locations around the City, the City’s traffic striping and markings have deteriorated due to age and location. Replacement of faded traffic striping, pavement markings, crosswalks, and bike path signage along City roadways will improve the safety of the City’s residents through providing clear, visible markings for vehicles, bicyclists, and pedestrians. Annually the City programs \$125,000 through the CIP Budget to maintain the striping, marking, and signage infrastructure. The locations to be addressed are provided as Attachment 2.

On February 5, 2019, Council approved the plans and specifications for the 2019 Striping and Marking Project and authorized the Public Works Department to advertise for bids.

Analysis:

The project was advertised for bid from February 14, 2019 through March 4, 2019. Plans and specifications were provided to local builder/contractor exchanges, and contractors on the City’s Informal Bidders List of Qualified Contractors. On March 4, 2019, bids were received and opened in the City Clerk’s office. A list of the bids received and the engineer’s estimate are shown below.

<u>Company</u>	<u>Total Bid</u>
Chrisp Company	\$ 185,486.70
Centerline Striping Company, Inc.	\$ 210,255.00
Central Striping Service, Inc.	\$ 258,833.80
Engineer's Estimate	\$ 161,535.80

Chrisp Company of Fremont, CA is the low, responsive bidder.

Project unit bid prices for items with specific quantities were similar to the engineer's estimate with the differences in prices coming in for the traffic control and removal costs.

Contract administration and inspection of the project will be performed by Public Works Department staff. Project construction is expected to begin in May 2019 and continue through June 2019.

Fiscal Impact:

The project is proposed to be funded primarily through CIP Account No. 1024 (Striping and Marking) with contingency and construction management provided from CIP Account No. 1051 (Road Rehabilitation). Use of both accounts is applicable for the project with improvements including roadway and right of way rehabilitation through the installation of an ADA-compliant curb ramp, signage, and miscellaneous minor roadway improvements.

City staff analyzed percentage of contingency usage for striping projects dating back to 2008. After review, staff determined that on average, 4.7% of striping project funds were used for contingency, with a maximum of 7.85% and minimum of 0% construction funds being used for contingency. Staff requests a contingency of 5% for the project due to the large scale of the project, and for the ability to modify quantities as needed.

Environmental:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the installation of striping, markers, markings, and installation of an ADA compliant curb ramp within existing City facilities are defined as repairs, maintenance, or minor alterations of existing public facilities, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

Reject all bids and cancel the project.

Recommendation:

Adopt a resolution adopting a CEQA Class 1 Categorical Exemption, awarding a construction contract to Chrisp Company, and Authorizing the City Manager to Execute an Agreement for the 2019 Striping and Marking Project.

Attachments:

1. Resolution
2. Project Location Map

Prepared by:

/s/ Josh Wolfe

Josh Wolfe
Assistant Civil Engineer

Submitted by:

/s/ Diana Langley

Diana Langley
Interim City Manager

Reviewed by:

Public Works Director

BM

Finance Director

RB

City Attorney

SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION, AWARDED A
CONSTRUCTION CONTRACT TO CHRISP COMPANY, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE 2019
STRIPING AND MARKING PROJECT**

WHEREAS, the City of Yuba City advertised for bids for the City of Yuba City's 2019 Striping and Marking Project; and

WHEREAS, in response to the advertisement, the City received three bids for the 2019 Striping and Marking Project in the following total bid amounts:

Chrisp Company	\$185,486.70
Centerline Striping Company	\$210,255.00
Central Striping Service, Inc.	\$258,833.80; and

WHEREAS, the City Public Works Department has reviewed the three bids, and examined Chrisp Company and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, the City desires to award the bid to Chrisp Company enter into an agreement with Chrisp Company to construct striping and marking improvements at various locations throughout the City.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council finds and determines that a Class 1 Categorical Exemption set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project, as the installation of striping, markers, markings, and installation of an ADA compliant curb ramp within existing City facilities are defined as repairs, maintenance, or minor alterations of existing public facilities, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

2. The City Council of the City of Yuba City does hereby accept the three bids received as noted above, finds that Chrisp Company is the lowest responsive and responsible bidder, and awards the construction contract to Chrisp Company in the total bid amount of \$185,486.70 for the 2019 Striping and Marking Project. Said agreement shall substantially comply with terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the Mayor shall be authorized to execute the same on behalf of the City of Yuba City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of March 2019.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNCIL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

(Draft) Agreement – Contract 17-04

ATTACHMENT

**CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**2019 STRIPING AND MARKING PROJECT
CONTRACT NO. 17-04**

THIS AGREEMENT, made and concluded this ____ day of _____, 20___, between the City of Yuba City, party of the first part, and _____, Contractor, party of the second part.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the said party of the first part under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Public Works Department, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated May 2010, the Standard Plans dated May 2010, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions and the project plans for the work to be done are entitled:

2019 STRIPING AND MARKING PROJECT

Which are hereby made part of this contract.

ARTICLE II. – The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Yuba City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ARTICLE III. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the

materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires 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 of this contract.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. – The City of Yuba City hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City of Yuba City shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**2019 STRIPING AND MARKING PROJECT
CONTRACT NO. 17-04**

Item No.	Item Description	Unit of Measure	Est. Qty.	Item Price	Total Amount
1	Removal of Existing Striping & Markings as Necessary to Install New Striping	LS	1		
2	Traffic Control	LS	1		
3	Curb, Gutter, Sidewalk, ADA Ramp	LS	1		
4	CalTrans Encroachment Permit	LS	1		
5	Thermoplastic - Detail 2 (6" Wide)	LF	3,533		
6	Thermoplastic - Detail 9 (6" Wide)	LF	403		
7	Thermoplastic - Detail 22 (6" Wide)	LF	5,205		

8	Thermoplastic - Detail 27B (6" Wide)	LF	34		
9	Thermoplastic - Detail 29 (6" Wide)	LF	1,192		
10	Thermoplastic - Detail 32 (6" Wide)	LF	2,140		
11	Thermoplastic - Detail 38	LF	2,309		
12	Thermoplastic - Detail 39	LF	6,158		
13	Thermoplastic - Detail 39A	LF	2,763		
14	Thermoplastic - Detail 40	LF	472		
15	4" White Thermoplastic	LF	7,585		
16	12" White Thermoplastic (Special Mix)	LF	3,312		
17	24" White Thermoplastic (Special Mix)	LF	1,264		
18	12" Yellow Thermoplastic (Special Mix)	LF	1,215		
19	24" Yellow Thermoplastic (Special Mix)	LF	1,420		
20	4" Blue Paint	LF	469		
21	Thermoplastic Stop Legend (22 SF)	EA	73		
22	Thermoplastic Ahead Legend (31 SF)	EA	1		
23	Thermoplastic School Legend (35 SF)	EA	6		
24	Thermoplastic Slow Legend (23 SF)	EA	6		
25	Thermoplastic XING Legend (21 SF)	EA	6		
26	Thermoplastic Handicap Legend (9 SF)	EA	13		
27	White Thermoplastic "No Parking" (2 SF)	EA	6		
28	White Thermoplastic "10" (for speed) (12 SF)	EA	3		
29	Thermoplastic Shark's Teeth (2' x 3')	LF	242		
30	Thermoplastic Type I Arrow (25 SF)	EA	6		
31	Thermoplastic Type II Arrow (R) (45 SF)	EA	3		
32	Thermoplastic Type IV Arrow (L) (15 SF)	EA	24		
33	Thermoplastic Type IV Arrow (R) (15 SF)	EA	7		
34	Thermoplastic Type IV Arrow (L) (4' x 3')	EA	2		
35	Thermoplastic Type VI Arrow (R) (42 SF)	EA	1		
36	Thermoplastic Bike Arrow (3.5 SF) (Special Mix)	EA	34		
37	Thermoplastic Bike Symbol (7 SF) (Special Mix)	EA	28		
38	Thermoplastic Bike Loop Detector Symbol (2 SF) (Special Mix)	EA	1		
39	Sign Post - Installed	EA	11		
40	Stop Sign (R1-1)	EA	2		
41	Bike Lane Sign (R81)	EA	3		
42	"Right Lane Must Turn Right" Sign (R3-74)	EA	1		
43	"Yield Here to Pedestrian" Sign (R1-5)	EA	12		
44	"Left Only, Straight/Right" Sign (R65-1 CA)	EA	2		
TOTAL AMOUNT BID =					

Approved as to legal form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Diana M. Langley
Interim City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

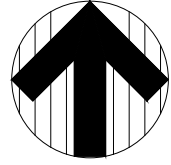
By and Title (printed)

Address

Telephone Number

ATTACHMENT 2

2019 STRIPING AND MARKING PROJECT PROJECT LOCATION MAP



SCALE: 1" = 4,000'

