

City of Piedmont
COUNCIL AGENDA REPORT

DATE: January 21, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of the Award of a Contract for the Grand Avenue Paving and Pedestrian Safety Improvements Project to Rapid Grading Services in the Amount of \$1,414,102; Approval of an Overall Construction Budget of \$1,555,513; and a Finding that the Project is Categorically Exempt Under CEQA Section 15301(c)

RECOMMENDATION

By a single motion, take the following actions regarding the Grand Avenue Paving and Pedestrian Safety Improvements Project:

1. Approve the award of the Contract for the Grand Avenue Paving and Pedestrian Safety Improvements Project to Rapid Grading Services based on their submitted bid of \$1,414,102.
2. Approve the Overall Estimated Construction Budget of \$1,555,513, which includes the construction cost, a 10% contingency and construction management and inspection costs.
3. Find the project to be exempt under the California Environmental Quality Act (CEQA) Guideline 15301 Class 1 (c).
4. Authorize the City Administrator to execute project related documents.

BACKGROUND

Traffic safety improvements on Grand Avenue were proposed for a \$500,000 Alameda County Transportation Commission (ACTC) grant, including bike and pedestrian safety improvements at the intersections of both Linda Avenue and Greenbank Avenue. The grant was part of ACTC's 2024 Comprehensive Investment Plan, a competitive grant program that is intended to fund bike/pedestrian and transit-related improvements. The grant was submitted in June 2022, and funds were awarded to the City in May 2024.

These proposed improvements will implement safety improvements as recommended in the Piedmont Safer Streets Plan. Due to grant requirements and timing, the Grand Avenue improvements have been bid separately from the planned 2025 Street Resurfacing Project, which is expected to be advertised for bid in March 2025. The Grand Avenue Paving and Pedestrian Safety Improvements Project was advertised for public bids in November 2024, with bids opening December 5, 2024.

DISCUSSION

The project generally consists of resurfacing the portion of Grand Avenue between Fairview Avenue and Greenbank Avenue, installation of enhanced pedestrian crossings at Linda Avenue and Greenbank Avenue (bulb outs, rapid flashing beacons and a bike crossing at Linda Avenue), and installation of green infrastructure at the intersection of Fairview Avenue. The green infrastructure improvements will consist of permanent islands that include soil filtering of storm water, landscaping and drainage improvements.

Final construction documents were completed and the project was publicly bid in accordance with City Ordinances and the Public Contract Code. Bids were opened on December 5, 2024. Eight bids were received and are presented in the below table:

| Bidder Name | Bid Amount |
|-------------------------------|-----------------|
| Rapid Grading Services | \$ 1,414,102 |
| Terocons, Inc. | \$ 1,478,134.50 |
| Interstate Paving and Grading | \$ 1,586,737.70 |
| APENA Engineering | \$ 1,624,982.10 |
| Redgwick Construction | \$ 1,760,295 |
| McGuire and Hester | \$ 1,816,330 |
| Ghilotti Bros., Inc. | \$ 1,939,912.10 |
| Kerex Engineering, Inc. | \$ 2,167,187 |

The company submitting the low bid is Rapid Grading Services. The bid from Rapid Grading Services has been checked and found to be mathematically correct and all information submitted with the bid is responsive to the requirements of the bid documents. Rapid Grading Services has a valid Class A contractor's license and a valid Department of Industrial Relations registration number (required for public works projects), as do the proposed subcontractors for the project. As Rapid Grading Services has not previously worked in the City of Piedmont, staff checked references from other public agencies where Rapid Grading Services has performed similar services. All agencies provided favorable responses.

Based on the bid from Rapid Grading Services being both complete and responsive, staff is recommending award of the Grand Avenue Paving and Pedestrian Safety Improvements Project to Rapid Grading Services.

SCHEDULE OF CONSTRUCTION

If this contract is awarded on January 21st, it is anticipated that a preconstruction meeting will be held with the contractor in late February. The bid documents allow for 90 working days (18 weeks) for construction. Not including any delays that may arise from weather, construction should be completed in summer 2025.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 Class 1(c), in that the project involves work on existing streets,

sidewalks, gutters, bicycle lanes and sidewalks.

FISCAL IMPACT

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

| | |
|---|-------------------|
| Construction | \$ 1,414,102 |
| Construction Contingency (10%) | <u>\$ 141,411</u> |
| Total Estimated Project Construction Budget | \$ 1,555,513 |

Sources of funding for the project are Measure BB (Local Streets and Roads), Vehicle Registration Fee (VRF), Community Development Block Grant (CDBG), Senate Bill 1 (SB-1) and Alameda County Transportation Commission (ACTC) as follows:

| | |
|--------------------------|-------------------|
| Measure BB Streets/Roads | \$ 938,879 |
| VRF | \$ 25,000 |
| CDBG | \$ 43,634 |
| SB-1 | \$ 48,000 |
| ACTC Grant | <u>\$ 500,000</u> |
| TOTAL | \$ 1,555,513 |

CITY ATTORNEY REVIEW

The City Attorney has reviewed the Staff Report and Agreement.

By: Daniel Gonzales, Public Works Director

Attachments:

- A. Agreement

AGREEMENT

The City of Piedmont, a California Municipal Corporation (“City”) enters into this Agreement, dated January 21, 2025, with Rapid Grading Services (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., December 5th, 2024, for the Grand Avenue Paving and Pedestrian Safety Improvements Project by soliciting bids in accordance with the City of Piedmont City Code and other applicable law.
- B. BID OPENING. On December 5th, 2024 at 2:30 p.m., City representatives opened the bids for the Grand Avenue Paving and Pedestrian Safety Improvements Project and read the bids aloud.
- C. PROJECT AWARD. On January 21, 2025, the City Council awarded the **Grand Avenue Paving and Pedestrian Safety Improvements Project** to the Contractor and directed City staff to send the Contractor 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 Grand Avenue Paving and Pedestrian Safety Improvements 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:
Grand Avenue between Fairview Ave and Greenbank Ave in Piedmont, California
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within ninety (90) 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 **\$4,200 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 \$1,414,102 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated December 5, 2024, 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 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 Grand Avenue Paving and Pedestrian Safety Improvements Project.

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

CITY OF PIEDMONT

Name of Contractor

By: Rosanna Bayon Moore,
City Administrator

Name of Signatory & Title

Attest:

Anna Brown, City Clerk

Approved as to Form:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney