

City of Piedmont
COUNCIL AGENDA REPORT

DATE: April 7, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of the Award of a Contract for the 2024-2025 Annual Sidewalk Repair Program to Villalobos & Associates, Inc. in the amount of \$299,012, Approval of an Overall Construction Budget of \$328,913, and a Finding that the Project is Categorically Exempt Under the California Environmental Quality Act (Section 15301)

RECOMMENDATION

By a single motion, take the following actions regarding the 2024-2025 Annual Sidewalk Repair Program:

1. Approve the award of the Contract for the 2024-2025 Annual Sidewalk Repair Program to Villalobos & Associates, Inc. based on their submitted bid of \$299,012
2. Approve the overall Estimated Construction Budget of \$328,913, which includes the construction cost and a 10% contingency.
3. Find the project to be exempt under the California Environmental Quality Act Guideline 15301(c)

BACKGROUND

In an ongoing effort to improve sidewalks in the City by correcting deficiencies, staff identified 118 locations totaling over 1,716 linear feet of sidewalk to be included with this year's sidewalk repair program. The sidewalks slated for repair are on several streets throughout the City. Locations of the repairs are shown on the list attached to this staff report.

DISCUSSION

Bid documents were developed and the project was publicly bid in accordance with City Ordinances and the Public Contract Code. Bids were opened on March 6, 2025. Thirteen bids were received ranging in price from \$299,012 to \$988,800. The engineer's estimate for this project was \$456,700. The company submitting the low bid is Villalobos & Associates, Inc.

The bid from Villalobos & Associates, Inc. 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. Villalobos & Associates, Inc. has a valid Class A and C27 contractor's license (#1017098) and Villalobos & Associates, Inc. has a valid Department of Industrial Relations registration number, required for public works projects.

As Villalobos & Associates, Inc. has not performed work in the City of Piedmont before, staff conducted reference checks and found that the references were satisfied with the quality of their work.

Based on the bid received being both complete and responsive, staff is recommending award of the 2024-2025 Annual Sidewalk Repair program to Villalobos & Associates, Inc.

SCHEDULE OF CONSTRUCTION

If the contract is awarded at this Council meeting, it is anticipated that the work will begin in May 2025, weather dependent. The contract documents allow for 60 working days (12 weeks) to complete the work. Subject to adjustments due to weather, the project is anticipated to be completed by late summer.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, which applies to the repair and maintenance of existing public facilities that involve negligible or no expansion of use. Section 15301(c) specifically references sidewalks. Because the project concerns the repair of existing sidewalks, this project is therefore exempt under Section 15301.

FISCAL IMPACT

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

Construction	\$ 299,012
Construction Contingency (10%)	<u>\$ 29,901</u>
Total Estimated Project Construction Budget	\$ 328,913

A total of \$700,000 was budgeted for sidewalk repairs in fiscal year 2024-25 and this project will be funded from this line item.

CITY ATTORNEY REVIEW

The City Attorney has reviewed the staff report and the Agreement.

By: Daniel Gonzales, Public Works Director
John Wanger, City Engineer

Attachments:

- A. Sidewalk Replacement Locations
- B. Agreement

SIDEWALK REPLACEMENT LOCATIONS

Address		Area of sidewalk to be replaced	Area of Driveway to be replaced
22	Alta Ave	210	
104	Alta Ave	150	150
57	Arroyo Ave	70	
127	BELL AVE	170	
319	Blair Ave	75	
605	Blair Ave		30
661	Blair Ave	85	
5	Blair Ave	120	
49	Bonita Ave.	35	
50	Bonita Ave.	30	
236	Bonita Ave.	70	
534	Boulevard Way	62.5	
91	Cambrian Ave	164	
53	Cambridge Way	205	45
15	Crest Rd.	123.75	
36	Crest Rd.	105	
55	Fairview Ave.	67.5	
122	Greenbank Ave.		25
235	Greenbank Ave.	45	
46	Hampton Rd.	45	70
216	Hampton Rd.	120	
510	Hampton Rd.	100	
1115	Harvard Rd.	130	
1135	Harvard Rd.	100	
19	Highland Ave.		30
23	Highland Ave.		100
400	Highland Ave.	432	
101	Hillside Ave	45	
102,108	Hillside Ave	90	
303	Hillside Ave	50	42
220	Howard Ave	221.9	

Address		Area of sidewalk to be replaced	Area of Driveway to be replaced
48	Inverleith Terrace	36	
82	Inverleith Terrace	65	
26	Jerome Ave	10	27.5
61	La Salle Ave.	33.75	
77	La Salle Ave.	11.25	
340	La Salle Ave.	120	
345	La Salle Ave.	100	
220	Lafayette Ave.	100	
21	Lake Ave.	83	
20	Langdon Ct.	70	
126	Latham St.	100	
6	Littlewood Dr.	59.4	
140	Magnolia Ave.		200
310	Magnolia Ave.	172.5	
23	Monte Ave.	25	
637	Moraga Ave.	75	100
335	Mountain Ave.	51.75	
415	Mountain Ave.	25	
7	Muir Ave.	90	115
14	Nace Ave	60	
95	Nova Dr.	234	
121	Oakmont Ave.	90	
353	Olive Ave.	49.5	15
6	Pacific Ave.	250	
300	Pacific Ave.	30	
329	Pacific Ave.	125	
415	Pacific Ave.	110	75
242	Palm Dr.	18	185
4871	Park Blvd.	12.75	
1072	Park Ln.	12.5	
15	Park Way	60	80

Address		Area of sidewalk to be replaced	Area of Driveway to be replaced
201	Park way	40	
416	Park Way	225	
100	Ramona Ave.		55
101	Requa Rd.	102.5	
141	Requa Rd.		25
121	Ricardo Ave.	35	
139	Ricardo Ave.	70	
209	Ricardo Ave.	15	
27	Richardson Way	110	
171	Sandringham Rd.	87.5	235
20	Scenic Ave.	200	
432	Scenic Ave.	25	
453	Scenic Ave.	30	
98	Sea View Ave.	108	
77	Selborne Dr.	90	30
9	Sotelo Ave.	18.75	
253	St. James Dr.	60	50
322	St. James Dr.		
331	St. James Dr.	80	
24	Valant Pl.	83	25
23	Vista Ave.	12.5	
39	Wildwood Ave.	36	
272	Wildwood Ave.	85	
300	Wildwood Ave.	75	
438	Wildwood Ave.	100	
1050	Winsor Ave.	348	
1115	Winsor Ave.	85	
1134	Winsor Ave.	180	
1154	Winsor Ave.	80	
144	Woodland Way	40	
329	Ramona Ave.	25	

Address		Area of sidewalk to be replaced	Area of Driveway to be replaced
127	Highland Ave.	35	
11	Blair Ave		
1609	Grand Avenue	37.5	
1613	Grand Avenue	25	
1623	Grand Avenue	25	
84	Cambrian Ave	25	
16	Fairview Ave.	154	
44	Crest Ave	225	
27	Highland Ave.	50	

AGREEMENT

The City of Piedmont, a California Municipal Corporation (“City”) enters into this Agreement, dated April 7, 2025, with Villalobos & Associates, Inc. (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., March 6, 2025, for the **Annual Sidewalk Repair Program FY2024-2025 Project** by soliciting bids in accordance with the City of Piedmont City Code and other applicable law.
- B. BID OPENING. On March 6, 2025, at 2:30 p.m., City representatives opened the bids for the **Annual Sidewalk Repair Program FY2024-2025 Project** and read the bids aloud.
- C. PROJECT AWARD. On April 7, 2025, the City Council awarded the **Annual Sidewalk Repair Program FY2024-2025 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 **Annual Sidewalk Repair Program FY2024-2025 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
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within sixty (60) 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 **\$2,500 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 \$ \$299,012.00 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated March 6, 2025, 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 **Annual Sidewalk Repair Program 2024-2025** 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