

City of Piedmont
COUNCIL AGENDA REPORT

DATE: March 16, 2020

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of a Contract with APB General Engineering, in the amount of \$148,934 for Construction of the 2020 Priority Sewer Rehabilitation Project

RECOMMENDATION

Approve the attached resolution which takes the following actions regarding the 2020 Priority Sewer Rehabilitation Project:

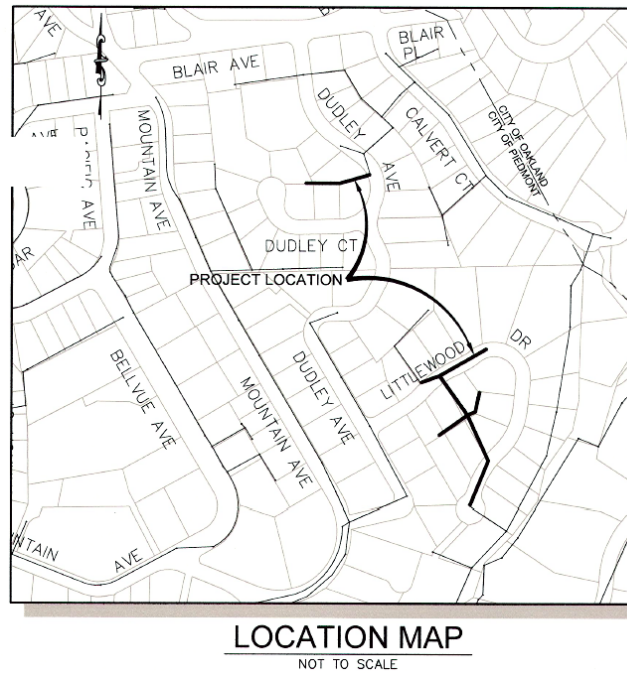
1. Authorize the Mayor to sign a construction contract with APB General Engineering, for the construction of the 2020 Priority Sewer Rehabilitation Project based on their submitted bid of \$148,934.
2. Approve the overall Estimated Construction Budget of \$196,534, which includes the construction cost, a 10% contingency and monies for construction management and inspection.
3. Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

BACKGROUND

Over the past several years, the City has systematically replaced the sanitary sewer system to ensure compliance with the Environmental Protection Agency (EPA) Consent Decree, eliminating groundwater infiltration and storm water inflow into the sewer system. To date, five major phases of rehabilitation have occurred and tens of thousands of feet of sanitary sewer mains have been replaced. The City is currently about 80% rehabilitated with 2 or 3 more phases planned for the future. These replacements have typically been done by a combination of priority (due to condition) and sub-basin location and have been funded through low interest loans from the State. From time to time, other projects arise that need to be addressed between these major phases in order for the City to continue addressing problematic sanitary sewer pipes, and to assure that the City maintains its current ahead-of-schedule replacement of pipes. Over the past several months, staff has discovered a sewer line replacement that is needed in the Littlewood Drive and Dudley Court neighborhoods.

This project has been named the 2020 Priority Sewer Rehabilitation Project. Bid documents were developed and the project was publicly bid. The overall project includes replacement of approximately 965 linear feet of 6-inch sewer line, reconstructing 4 lower sewer laterals and

reconnecting 24 other sewer laterals in the area. The project locations is shown on the following Location Map.



The estimated cost of the improvements prior to bid was \$160,540. Bid documents were distributed to nine bid rooms throughout the Bay Area and Sacramento region. As part of the overall bid documents, specific information was requested to be submitted by bidding contractors showing the company's qualifications that they had done similar projects using high density polyethylene (HDPE) sewer pipe mains, providing installation and HDPE welding certifications for employees that would be working on the project, and for references from other agencies where they had done similar sanitary sewer work.

Bids were opened on February 25, 2020. Four bids were submitted ranging in price from \$148,934 to \$371,300. Bid documents submitted by APB General Engineering were reviewed and found to be responsive and in accordance with the requirements of bid documents. Staff is recommending awarding the project to APB General Engineering. APB General Engineering has done similar work in the City before and staff has confidence that they can complete the work in compliance with the bid documents.

SCHEDULE OF CONSTRUCTION

The bid documents currently allow 30 working days for the work to be completed. If approved, the work is estimated to start in May 2020 and be completed in early summer.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301(b), in that the project concerns the repair of existing public sewer

facilities with negligible or no expansion of use.

FISCAL CONSIDERATIONS

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

Construction	\$ 148,934
Construction Contingency (10%)	\$ 14,900
Estimated Construction Management & Inspection	<u>\$ 32,700</u>
Total Estimated Project Construction Budget	\$ 196,534

Funding for the project will come from the Sewer Fund.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved the Agreement as to form and legality.

By: Chester Nakahara, Public Works Director
John Wanger, City Engineer

ATTACHMENTS:

Resolution
Agreement

RESOLUTION No. _____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PIEDMONT, STATE OF CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH APB GENERAL ENGINEERING AND ESTABLISHING AN OVERALL PROJECT BUDGET FOR THE 2020 PRIORITY SEWER REHABILITATION PROJECT**

WHEREAS, in accordance with the requirements of Chapter 2, Article XV of the Piedmont City Code (“Purchasing Ordinance”) the City of Piedmont solicited bids for the 2020 Priority Sewer Rehabilitation Project (“Project”); and

WHEREAS, bids for the Project were opened on February 25, 2020 in accordance with Purchasing Ordinance, California Public Contract Code Section 4104.5 and other applicable laws; and

WHEREAS, four bids were received ranging in price from \$148,934 to \$371,300; and

WHEREAS, the lowest responsive bid was submitted by APB General Engineering, in the amount of \$148,934; and

WHEREAS, staff has determined that the APB General Engineering’s bid is responsive and satisfies the bidding requirements for the Project; and

WHEREAS, staff has verified that APB General Engineering possesses a valid California Contractor’s License under the requested Class A, Number 1038184 (expires 04/30/20) as required to qualify to perform the Project; and

WHEREAS, the Project has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing city-owned sewerage facilities and the project involves no expansion of an existing use.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT AS FOLLOWS:

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Piedmont.
2. In accordance with the Purchasing Ordinance and California Public Contract Code Section 20160 *et seq.*, and other applicable laws, the City Council of the City of Piedmont hereby finds the bid of APB General Engineering for the 2020 Priority Sewer Rehabilitation Project to be the lowest, responsive bid and waives any irregularities in such bid in accordance with applicable law.
3. The contract for the 2020 Priority Sewer Rehabilitation Project is hereby awarded to APB General Engineering in the amount of \$148,934 conditioned on APB General

Engineering's timely executing the Project contract and submitting all required documents, including, but not limited to, executed bonds/surety, certificates of insurance, and endorsements, in accordance with the Project bid documents.

4. The Mayor is hereby authorized and directed to execute upon submission by APB General Engineering all documents required pursuant to the Project bid documents for performance of the Project.
5. The overall construction budget for the Project be established at \$196,534.
6. City staff is hereby directed to issue a Notice of Award to APB General Engineering.
7. The Project has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of Title 14 of the California Code of Regulations.
8. This Resolution shall become effective immediately.
9. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Piedmont hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Piedmont City Council on March 16, 2020 by the following vote:

Ayes:

Noes:

Absent/Abstain:

Attest: _____

John O. Tulloch, City Clerk

AGREEMENT

The City of Piedmont, a California Municipal Corporation (“City”) enters into this Agreement, dated **March 16, 2020** with APB General Engineering. (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., February 25, 2020 for the **2020 Priority Sewer Rehabilitation Project** by soliciting bids in accordance with the City of Piedmont City Code and other applicable law.
- B. BID OPENING. On February 25, 2020 at 2:00 p.m., City representatives opened the bids for the **2020 Priority Sewer Rehabilitation Project** and read the bids aloud.
- C. PROJECT AWARD. On March 16, 2020 the City Council awarded the **2020 Priority Sewer Rehabilitation 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 **2020 Priority Sewer Rehabilitation 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 locations:
Littlewood Drive and Dudley Court in Piedmont, California.
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within 30 (thirty) 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 \$1,450 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 **\$148,934** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated February 25, 2020 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 **2020 Priority Sewer Rehabilitation Project**.

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

CITY OF PIEDMONT

APB GENERAL ENGINEERING

By: Robert McBain, Mayor

Alfred Lee, President

Attest:

John O. Tulloch, City Clerk

Approved as to Form and Legality:

Michelle Marchetta Kenyon, City Attorney
Sergio Rudin, Assistant City Attorney