

CITY OF YUBA CITY
STAFF REPORT

Date: June 21, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: 2022 Residential Resurfacing Project (Project Award)

Recommendation: A. Award Contract No. 21-12 2022 Residential Resurfacing Project to American Pavement Systems, Inc. of Modesto, CA in the amount of their total bid of \$838,972

B. Authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

Fiscal Impact: \$925,000.00 – Total Project Cost
CIP Account No. 1213 (Residential Road Rehabilitation)

\$839,000 – Contract Award Amount
\$41,950 – (5%) Construction Contingency
\$44,050 – (5%) Construction Management

Purpose:

To provide, repair, and maintain roadways throughout the City.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's infrastructure.

Background:

On April 19, 2022, City Council approved the plans and specifications for the 2022 Residential Resurfacing Project and authorized the Public Works Department to advertise for bids. This maintenance project will repair City roadways with multiple rehabilitation methods including asphalt rubber cape seals and slurry seals on designated roadways. Repair methods were determined based on the condition of the roadway, road category, and cost efficiency. The streets included in the 2022 Residential Resurfacing Project are shown in Areas A, B, C, and D on the Project Location Map (Attachment 1).

Analysis:

The 2022 Residential Resurfacing Project was advertised for bids beginning May 5th. Plans and specifications were provided to local builder/contractor exchanges. On May 31, 2022, four (4) 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>Base Amount</u>
American Pavement Systems, Inc.	\$838,972
VSS International, Inc.	\$890,120
Doolittle Construction LLC	\$939,470
Pavement Coatings Co.	\$959,266
<i>Engineer's Estimate</i>	<i>\$970,000</i>

American Pavement Systems, Inc. is the low, responsible, responsive bidder.

Contract administration and inspection of the project will be performed by Public Works Department staff. Project construction is expected to begin early summer 2022 and be completed in late summer 2022.

Fiscal Impact:

Contract	\$839,000
Contingency (5%)	\$41,950
Construction Management (5%)	\$44,050
Construction Total	\$925,000

The estimated project cost is approximately \$925,000. This estimate includes 5% contingency and 5% construction management. The project will be funded through CIP Account No. 1213 (Residential Road Rehabilitation). With this project, staff receives a CalRecycle Rubberized Pavement Grant Program that will reimburse the City approximately \$83,000 after completion.

Alternatives:

1. Reject the bids and delay the project. Current bidding environment is very competitive. Staff does not believe delaying and rebidding the project will produce lower bids; or
2. Reject the bids and cancel the project. Canceling the project will delay rehabilitation of City roadways.

Recommendation:

- A. Accept all bids, award the bid to the lowest responsive and responsible bidder, and enter into Contract No. 21-12 2022 Residential Resurfacing Project with American Pavement Systems, Inc. of Modesto, CA in the amount of their total bid of \$838,972.
- B. Authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.

Attachments:

1. Resolution - 2022 Residential Resurfacing Project (Project Award)
2. Exhibit A - Draft Contract Agreement for 2022 Residential Resurfacing Project

3. Project Location Map - 2022 Residential Resurfacing

Prepared By:

Fabiola Vazquez
Assistant Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A CONSTRUCTION CONTRACT TO AMERICAN
PAVEMENT SYSTEMS, INC. IN THE AMOUNT OF \$838,972.00, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS
ON BEHALF OF THE CITY, SUBJECT TO REVIEW AND APPROVAL
AS TO LEGAL FORM BY THE CITY ATTORNEY**

WHEREAS, the Public Works Department advertised for bids for the City of Yuba City's 2022 Residential Resurfacing Project; and,

WHEREAS, in response to the advertisement, the City received four bids for the 2022 Residential Resurfacing Project in the following bid amounts:

American Pavement Systems, Inc.	\$838,972.00
VSS International, Inc.	\$890,120.00
Doolittle Construction LLC	\$939,470.00
Pavement Coatings Co.	\$959,266.00; and

WHEREAS, the City Public Works Department has reviewed the four (4) bids, and examined American Pavement Systems, Inc. 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 American Pavement Systems, Inc. of Modesto, CA and enter into an agreement with American Pavement Systems, Inc. to construct the 2022 Residential Resurfacing Project; and,

WHEREAS, the City Council adopted a Class 1 Categorical Exemption under CEQA Guidelines Section 15301, as such this project has already been environmentally assessed.

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

1. The City Council of the City of Yuba City does hereby accept the four (4) bids received as noted above, finds that American Pavement Systems, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to American Pavement Systems, Inc., in the total amount bid of \$838,972.00 for the 2022 Residential Resurfacing Project. Said contract agreement shall substantially comply with the 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 City Manager 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 21st day of June, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

EXHIBIT A

**CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**2022 RESIDENTIAL RESURFACING PROJECT
CONTRACT NO. 21-12**

THIS AGREEMENT, made and concluded this 21st day of June, 2022, between the City of Yuba City, party of the first part, and American Pavement Systems, Inc., 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 2018, the Standard Plans dated May 2018

, 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:

2022 RESIDENTIAL RESURFACING 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.

**2022 RESIDENTIAL RESURFACING PROJECT
CONTRACT NO. 21-12**

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	Traffic Control	LS	1	\$52,518.83	\$52,518.83
2	Removal of Existing Traffic Stripes, Pavement Markings and Markers	LS	1	\$20,000.00	\$20,000.00
3	Thermoplastic Pavement Marking, 12" White Limit Line & Crosswalk (Special Mix)	LF	1,392	\$4.50	\$6,264.00

4	Thermoplastic Pavement Marking, 12" Yellow Crosswalk (Special Mix)	LF	271	\$4.50	\$1,219.50
5	Thermoplastic Pavement Marking, Detail 21 – 4" Two-Direction No-Passing	LF	650	\$1.25	\$812.50
6	Thermoplastic Pavement Marking, Detail 22 – 4" Two-Direction No-Passing with Pavement Markers	LF	3355	\$1.50	\$5,032.50
7	Thermoplastic Pavement Marking, Detail 38 - 8" Channelizing Line	LF	72	\$1.50	\$108.00
8	Thermoplastic Pavement Marking, Detail 39 – 6" Bike Lane Line (Special Mix)	LF	2,452	\$1.00	\$2,452.00
9	Thermoplastic Pavement Marking, Detail 39A – 6" Bike Lane – Intersection Line (Special Mix)	LF	500	\$1.00	\$500.00
10	Thermoplastic Pavement Marking, Limit Line Shark Teeth (2'x3')	LF	36	\$5.00	\$180.00
11	Thermoplastic Pavement Marking, "STOP" (22 SF)	EA	23	\$115.00	\$2,645.00
12	Thermoplastic Pavement Marking, Type I Arrow (14 SF)	EA	6	\$75.00	\$450.00
13	Thermoplastic Pavement Marking, Type IV (L) Arrow (15 SF)	EA	1	\$75.00	\$75.00
14	Thermoplastic Pavement Marking, Type IV (R) Arrow (15 SF)	EA	1	\$75.00	\$75.00
15	Thermoplastic Pavement Marking, Type VII (R) Arrow (27 SF)	EA	1	\$135.00	\$135.00
16	Thermoplastic Pavement Marking, Bike Lane Symbol w/ Person (7 SF)	EA	5	\$50.00	\$250.00
17	Thermoplastic Pavement Marking, Bike Lane Arrow (3.5 SF)	EA	5	\$20.00	\$100.00
18	Blue Raised Pavement Marker (Per City Standard Detail W1)	EA	118	\$10.00	\$1,180.00
19	R1-5 "Yield Here to Pedestrian" Sign and Sign Post	EA	2	\$400.00	\$800.00
20	Type II Slurry Seal	SY	153,401	\$2.42	\$371,230.42
21	Asphalt Rubber Chip Seal (3/8" Agg.)	SY	71,037	\$5.25	\$372,944.25
TOTAL AMOUNT BID = \$838,972.00					

Approved as to legal form:

Shannon L. Chaffin
City Attorney
City of Yuba City

CITY OF YUBA CITY

Diana M. Langley
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number

ATTACHMENT 2

2022 RESIDENTIAL RESURFACING PROJECT PROJECT LOCATION MAP

