

## **ITEM 10.M.**

### **MOORPARK CITY COUNCIL AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Jeremy Laurentowski, Parks and Recreation Director *SL*

**DATE:** July 1, 2013 (CC Meeting July 17, 2013)

**SUBJECT:** Consider Amendment No. 1 to the Agreement with Sterndahl Enterprises, Inc.; and Resolution Amending the Fiscal Year 2013/14 Budget by Appropriating \$16,088 from the General Fund Reserve

#### **BACKGROUND**

On May 15, 2013, the City Council authorized the City Manager to execute an Agreement with Sterndahl Enterprises, Inc. to re-stripe roadway markings at various City locations. This project was initiated by the Public Works Department, as the roadway markings have faded over time and are in need of replacement.

The Parks, Recreation and Community Services Department is currently preparing the contract documents and bid specifications for a project to repair the asphalt parking lots at the Civic Center and several City parks. This project will be scheduled later in 2013. However, a portion of this work includes roadway and parking lot striping at Arroyo Vista Community Park. Staff feels that the low striping costs recently obtained by the Public Works Department, would result in cost savings to the City by completing this work under the current contract. Typically, asphalt contractors do not perform striping and will sub-contract this portion of a project. Staff anticipates a cost savings of approximately 20%, due to the fact that the City can bypass overhead fees and contract for this work directly with a striping contractor at this time.

#### **DISCUSSION**

The parking lots at Arroyo Vista Community Park are in need of re-striping, as the striping, arrows and other miscellaneous markings in parking lots B, C and D have faded over time. In addition, staff feels that stop signs should be added at the exit locations of parking lots B and D, and a center line added along the length of the access road from the median island adjacent to parking lot A, to the entrance of parking lot C. Traffic along the access road can be very high during large events and staff feels that a double yellow centerline would help slow down and direct traffic, as well as

alleviate some congestion. Parking lot A is not included at this time, as the repairs required at this location are extensive and will need to be included in the repaving work planned for later this year.

**FISCAL IMPACT**

The total cost to complete this work is \$16,088, which includes a 10% contingency in the amount of \$1,463. Funding for this work was not included in the Fiscal Year 2013/14 spending plan. Staff is requesting an additional appropriation from the General Fund reserve in the amount \$16,088 to the Parks Division (7800) to complete this work.

**STAFF RECOMMENDATION (ROLL CALL VOTE)**

1. Approve Amendment No. 1 to the Agreement with Sterndahl Enterprises, Inc. for striping at Arroyo Vista Community Park, and authorize the City Manager to execute the Amendment in the amount of \$16,088: and
2. Adopt Resolution No. 2013 - \_\_\_\_\_ amending the FY 2013/14 budget to appropriate \$16,088 from the General Fund (1000) to fund this project.

Attachments:

1. Resolution 2013 - \_\_\_\_\_
2. Amendment No. 1 to Agreement with Sterndahl Enterprises, Inc.

RESOLUTION NO. 2013 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2013/14 BUDGET TO ALLOCATE \$16,088 FROM THE GENERAL FUND (1000) TO THE PARKS DIVISION (7800), FOR ROADWAY AND PARKING LOT STRIPING AT ARROYO VISTA COMMUNITY PARK

WHEREAS, on May 15, 2013, the City Council approved staff's recommendation to award the construction contract for the 2013 Pavement Markings Project to Sterndahl Enterprises, Incorporated (Sterndahl); and

WHEREAS, on June 19, 2013, the City Council adopted the Operating and Capital Improvement Budget for Fiscal Year 2013/14; and

WHEREAS, a staff report has been presented to City Council discussing the need to re-stripe parking lots B, C and D, and stripe the access road at Arroyo Vista Community Park and the potential cost savings of completing this work under Sterndahl's current agreement; and

WHEREAS, an additional appropriation of \$16,088 is requested from the General Fund (1000) to the Parks Division (7800) to fund this work; and

WHEREAS, Exhibit "A" hereof describes said budget amendment and its resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A budget amendment allocating \$16,088 from the General Fund (1000) for roadway and parking lot striping at Arroyo Vista Community Park, as more particularly described in Exhibit "A" attached hereto is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 17<sup>th</sup> day of July, 2013.

\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

\_\_\_\_\_  
Maureen Benson, City Clerk

Attachment: Exhibit A – Budget Amendment

**EXHIBIT A**

**BUDGET AMENDMENT FOR THE GENERAL FUND  
 FOR ROADWAY AND PARKING LOT STRIPING  
 AT ARROYO VISTA COMMUNITY PARK**

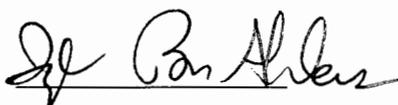
FY 2013/14

**FUND ALLOCATION FROM:**

FUND TITLE	FUND ACCOUNT NUMBER	AMOUNT
General Fund	1000-5500	\$16,088
Total		\$16,088

**DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:**

BUDGET NUMBER	CURRENT BUDGET	REVISION	ADJUSTED BUDGET
1000-7800-7803-9252	\$73,100	\$16,088	\$89,188
Total	\$73,100	\$16,088	\$89,188

Finance approval: 

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN THE CITY OF MOORPARK  
AND STERND AHL ENTERPRISES, INC., FOR STRIPING SERVICES  
AT ARROYO VISTA COMMUNITY PARK**

This Amendment to Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Moorpark, a California municipal corporation, hereinafter referred to as "City" and Sterndahl Enterprises, Inc., a corporation, hereinafter referred to as "Contractor."

Whereas, on June 7, 2013, the City and Contractor entered into an Agreement for certain roadway striping services to be provided to City by Contractor; and

Whereas, the City now desires to amend the Agreement to include additional striping services at Arroyo Vista Community Park.

Now, therefore, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree to amend the aforesaid Agreement as follows:

- I. Section 2, Scope of Services, of the Agreement is amended to read, in its entirety, as follows:

"City does hereby retain Contractor in a contractual capacity to provide construction services related to striping services, as set forth in Exhibits B and C: Contractor's Bid Proposal(s), dated May 1, 2013 and June 2, 2013, which exhibits are attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibits B and C, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibits B and C. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibits B and C, both of which are attached hereto and incorporated herein by this reference as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibits B and C.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibits B and C, attached hereto and incorporated herein by this reference as though set forth in full. Compensation shall not exceed the rates or total value of one hundred eleven thousand three hundred nineteen dollars and ninety cents

(\$111,319.90) as stated in Exhibits B and C, including a ten percent (10%) contingency for the striping at Arroyo Vista Community Park in the amount of one thousand four hundred sixty-three dollars (\$1,463.00) for a total amount of one hundred twelve thousand seven hundred eighty-two dollars and ninety cents (\$112,782.90) without the written authorization of the City Manager. Payment by City to Contractor shall be as referred to in this Agreement.”

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor’s compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor’s compliance.

II. Paragraph 1 of Section 5, Payment, of the Agreement is amended to read as follows:

“The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibits B and C, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred eleven thousand three hundred nineteen dollars and ninety cents (\$111,319.90), including a contingency in the amount of one thousand four hundred sixty-three dollars (\$1,463.00) for a total amount of one hundred twelve thousand seven hundred eighty-two dollars and ninety cents (\$112,782.90) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.”

III. Remaining Provisions

All other provisions of the aforesaid Agreement shall remain in full force and effect.

In witness whereof, the parties hereto have executed this Amendment on the date and year first above written.

CITY OF MOORPARK

STERNDAHL ENTERPRISES, INC.

\_\_\_\_\_  
Steven Kueny, City Manager

\_\_\_\_\_  
Dennis Sterndahl, Vice President

Attest: \_\_\_\_\_  
Maureen Benson, City Clerk

Exhibit B  
CITY OF MOORPARK  
DEPARTMENT OF PUBLIC WORKS  
PROPOSAL  
FOR  
2013 Pavement Makings

-- REVISED April 29, 2013 --

Specification No. MPK 12-00, including 1 sheet of plans

**Revised Bids (pages 1 and 2) must be received by 5:00 p.m. on May 3, 2013**

Completion Time: 15 Consecutive Working Days after Receipt of  
Notice to Proceed

Liquidated Damages: \$500 per Calendar Day

Working Hours: 7:00 a.m. to 4:00 p.m.

Contractor Name STERNDAL ENTERPRISES INC.

Street Address 11861 BRANFORD ST.

City SUN VALLEY State CA Zip Code 91352

Telephone No. 818 834-8199 Email: DENNY@STERNDAL.COM

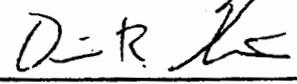
Licensed in accordance with an act providing for the registration of Contractor's License  
No. 421523 Class A, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z Expiration Date 4-30-14

Federal Tax Identification Number: 95-3726739

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

Signature of Bidder  VICE PRESIDENT  
Title

Signature of Bidder \_\_\_\_\_  
Title

Date of Submittal: 5-1-13

PROPOSED SCHEDULE OF WORK AND PRICES  
2013 Pavement Markings

-- REVISED April 29, 2013 --

Item No.	Payment Reference	Description	QTY	Unit	Unit Price	Cost
1	703-7	Edge Line (solid) Detail No. 39 Thermoplastic	34,000	LF	.55	18,700.00
2	703-7	Edge Line (broken) Detail No. 39A Thermoplastic	14,600	LF	.55	8,030.00
3	703-7	Turn and Channelizing Line Detail No. 38 Thermoplastic	5,400	LF	1.50	8,100.00
4	703-7	12" Crosswalk Line (yellow or white) Thermoplastic	3,209	LF	2.10	6,738.90
5	703-7	Edge line Detail 24 Thermoplastic	15,100	LF	.35	5,285.00
6	703-7	Edge line Detail 24 Paint 2 coats	11,600	LF	.35	4,060.00
7	703-7	Centerline Detail 21 (paint 3" black separation line 2 coats) Thermoplastic	5,550	LF	1.00	5,550.00
8	703-7	Centerline Detail 22 (paint 3" black separation line 2 coats) Thermoplastic	16,000	LF	1.40	22,400.00
9	703-7	Median Island on Pavement Detail 29 (paint 3" black separation line 2 coats) Thermoplastic	2,200	LF	3.00	6,600.00
10	703-7	"KEEP CLEAR" Legend Including Limit Lines Thermoplastic	2	EA	500.00	1,000.00
11	703-7	"SIGNAL AHEAD" Legend Thermoplastic	2	EA	350.00	700.00
12	703-7	"STOP AHEAD" Legend Thermoplastic	3	EA	300.00	900.00
13	703-7	"STOP" Legend Including Limit Line Thermoplastic	17	EA	140.00	2,380.00
14	703-7	Arrow Type I, IV and V Thermoplastic	50	EA	125.00	6,250.00
15	704-2	Release on Contract	1	LS	\$1	\$1

Total Amount of Bid \$ 96,674.90

Contractor's Name STERNDAL ENT. INC.

Exhibit C

June 2, 2013

PROPOSED SCHEDULE OF WORK AND PRICES				
2013 Pavement Marking Spec No. MPK 13-02				
Striping for AVRC Parking lots B, C and D				
Item Description	QTY	Unit	Unit Price	Cost
Stalls (Paint)	500	EA	\$ 11.00	\$5,500
HC Stalls (Paint)	25	EA	\$ 85.00	\$2,125
Base Line (Paint)	500	LF	\$ 1.00	\$500
STOP Legend including limit line (Paint)	2	EA	\$ 100.00	\$200
EXIT Legend (Paint)	3	EA	\$ 100.00	\$300
NO EXIT Legend (Paint)	2	EA	\$ 150.00	\$300
Center Line - Detail 21 (Paint)	2200	LF	\$ 1.00	\$2,200
Roadway edge - 4" white (Paint)	4400	LF	\$ 0.50	\$2,200
Painted Island 4" white line (Paint)	200	LF	\$ 1.00	\$200
Arrows Type I, IV, and V (Paint)	20	EA	\$ 55.00	\$1,100
<b>TOTAL COST</b>				<b>\$14,625</b>