

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 

DATE: August 26, 2013 (CC Meeting of 09/04/13)

SUBJECT: Consider Amendment No. 2 to Agreement with Sterndahl Enterprises, Inc. for 2013 Pavement Markings Project (Project 8092) and a Resolution Amending the Fiscal Year 2013/14 Budget to Fund Amendment No. 2

BACKGROUND

On May 15, 2013, City Council authorized the City Manager to execute an agreement with Sterndahl Enterprises Inc. (Sterndahl) for the 2013 Pavement Markings Project to replace faded roadway stripes, arrows and words at various locations throughout the City. This project includes the re-stripping of more than 20,000 feet of center line striping and more than 70,000 feet of edge line and bike lane striping. The project also includes re-stripping of turn lane lines and various legends. The re-stripping will provide for greater visibility of the roadway markings and improve safety for bicyclists sharing the road with vehicles.

On July 17, 2013, City Council authorized the City Manager to execute Amendment No. 1 to the agreement with Sterndahl to include replacement of pavement striping at Arroyo Vista Community Park.

DISCUSSION

The original agreement with Sterndahl is for a not-to-exceed amount of \$96,694.90 plus a contingency of \$14,500.00 for additional services as approved by the City Manager. During the project, it was determined that additional services were required to replace additional faded pavement stripes, crosswalks, words and arrows at various locations throughout the City at a total additional cost of \$22,500.00 above the original agreement amount of \$96,694.90. Amendment No. 2 to the agreement (Attachment 1) is necessary

to increase the amount of contingency by \$7,500.00 for the additional work. Amendment No. 1 added pavement striping at Arroyo Vista Community Park and increased the agreement amount by \$16,088.00 including a ten percent contingency.

FISCAL IMPACT

A summary of the original agreement amount, contingency and amendment amounts is shown below.

Original Agreement	\$96,694.90
15% Contingency	\$14,500.00
Amendment No. 1 – AVCP Striping incl. 10% contingency	\$16,088.00
Amendment No. 2 – additional City-wide striping	\$7,500.00
Total Agreement Amount	<u>\$134,782.90</u>

A resolution amending the Fiscal Year 2013/14 budget (Attachment 2) is required to appropriate \$7,500.00 for Amendment No. 2.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Approve Amendment No. 2 to the Agreement with Sterndahl Enterprises, Inc. for additional striping services, and authorize the City Manager to execute Amendment No. 2 in the amount of \$7,500.00.
2. Adopt Resolution 2013 - _____ amending the Fiscal Year 2013/14 budget to appropriate \$7,500.00 from HUT 2103 Fund (Fund 2606) to fund Amendment No. 2.

Attachments:

- 1 – Amendment No. 2 to Agreement with Sterndahl Enterprises Inc.
- 2 – Resolution 2013 - _____

**AMENDMENT NO. 2
TO AGREEMENT BETWEEN THE CITY OF MOORPARK
AND STERND AHL ENTERPRISES, INC., FOR ADDITIONAL STRIPING SERVICES**

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, on July 30, 2013, Amendment No. 1 to the Agreement was approved to include additional striping services at Arroyo Vista Community Park; and

Whereas, the City now desires to further amend the Agreement to include compensation for additional striping services at various locations throughout the City.

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.

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, plus a twenty-two thousand, five hundred dollar (\$22,500.00) contingency for additional striping throughout the City, plus 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 thirty-four thousand seven hundred eighty-two dollars and ninety cents (\$134,782.90) 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), plus a twenty-two thousand, five hundred dollar (\$22,500.00) contingency for additional striping throughout the City, plus 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 thirty-four thousand seven hundred eighty-two dollars and ninety cents (\$134,782.90) 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

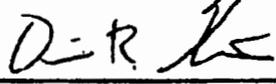
Licensed in accordance with an act providing for the registration of Contractor's License
No. 421523 Class A(62)C-31 Expiration Date 4-2014

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  Title VICE PRESIDENT

Signature of Bidder _____ Title _____

Date of Submittal: 5-1-13

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
TOTAL COST				\$14,625

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2013/14 BUDGET TO APPROPRIATE \$7,500.00 FROM HIGHWAY USERS TAX (HUT) 2103 FUND (2606) FOR ADDITIONAL CONSTRUCTION COSTS FOR THE 2013 PAVEMENT MARKINGS PROJECT (PROJECT 8092)

WHEREAS, on June 19, 2013, the City Council adopted the Operating and Capital Improvements Projects budget for Fiscal Year 2013/14; and

WHEREAS, on May 15, 2013, the City Council awarded a construction contract for the 2013 Pavement Markings Project to Sterndahl Enterprises Inc.; and

WHEREAS, a staff report has been presented to the City Council describing the need to add pavement marking work to Sterndahl's contract and requesting a budget amendment to appropriate \$7,500.00 from HUT 2103 Fund (2606) for the additional work; and

WHEREAS, Exhibit "A", attached hereto and made a part 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. That a budget amendment in the aggregate increase of \$7,500.00 as more particularly described in Exhibit "A", 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 4th day of September, 2013.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit 'A': Appropriation and Budget Detail

EXHIBIT "A"

**BUDGET AMENDMENT FOR
HUT 2103 FUND (2606) TO APPROPRIATE FUNDING FOR ADDITIONAL
CONSTRUCTION COSTS FOR THE 2013 PAVEMENT MARKINGS PROJECT
(PROJECT 8092)
FY 2013-2014**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
HUT 2103	2606-5500	\$ 7,500.00
Total		\$ 7,500.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
2606.8310.8092.9641	\$ 52,021.05	\$ 7,500.00	\$ 59,521.05
Total	\$ 52,021.05	\$ 7,500.00	\$ 59,521.05

Finance Approval: *Bon Allen*
8.28.2013