

RESOLUTION NO. 2022-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AWARDING A CONSTRUCTION CONTRACT FOR THE CITY OF MARINA
ANNUAL STREET RESURFACING 2021 PHASE 2 PROJECT TO PRECISION
GRADE INC., IN THE AMOUNT OF \$1,742,295; AND AUTHORIZING THE
CITY MANAGER OR HIS DESIGNEE TO EXPEND UP TO AN ADDITIONAL
10% OF THE CONTRACT AMOUNT FOR CONSTRUCTION CONTINGENCIES
AND TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW
AND APPROVAL BY THE CITY ATTORNEY AND ALL CONSTRUCTION
CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE
FINANCE DIRECTOR TO MAKE ANY NECESSARY ACCOUNTING AND
BUDGETARY ENTRIES.

WHEREAS, at the regular meeting of May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account, Measure X and General Fund funding for roadway maintenance; and

WHEREAS, at the regular meeting of May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program; and

WHEREAS, the City Annual Street Resurfacing Project for 2021 was divided into three phases as follows, Phase 1: Flower Circle Reconstruction (construction complete); Phase 2: Various Streets Microsurfacing and construction of American with Disability Act (ADA) compliant curb ramps on various streets (the project being considered for action on this agenda item); and Phase 3: Slurry Sealing various streets (construction nearing completion); and

WHEREAS, the proposed Phase 2 project scope is microsurfacing of various streets throughout the City as shown in Exhibit B. Phase 2 includes the construction of curb ramps; removal and replacement of conform curbs, gutters, sidewalks and deteriorated pavement, crack sealing application of microsurfacing; and installation of pavement striping and markings; and

WHEREAS, The Annual Street Resurfacing Part 2 Project includes the TAMC Safe Streets Pilot Program Cardoza Avenue Corridor Improvements Project. The project includes realigning the Cardoza Avenue and Abdy Way intersection and restriping Cardoza Avenue (from Reservation Road to the end) to better define lane lines and add bicycle lanes (Exhibit C); and

WHEREAS, on December 21, 2021, seven (7) sealed bids were received, opened, and six (6) responsive bids were publicly read via live video feed for the City of Marina Annual Street Resurfacing 2021 Phase 2 Project; and

WHEREAS, staff reviewed the six responsive bids received and determined that Precision Grade Inc. bid of \$1,742,295.00 is the lowest responsible and responsive bid. The prime contractor, Precision Grade Inc. has not work with City but has successfully completed similar projects with neighboring Cities with great reference reviews. The sub-contractors, Pavement Coatings and Chrisp Company, have successfully completed work with the City in the past; and

WHEREAS, the estimated cost to complete the work is \$2,0264,412.40 This cost includes the construction cost of \$1,742,295.00; 10% construction contingency of \$174,229.40; and an allowance of \$89,000.00 for construction management and inspections; and

WHEREAS, Capital Improvement Project funding, APR1801(FY 2019-2020 and FY 2020-2021) for the Annual Street Resurfacing has a balance to date amount of \$1,747,770.91. To award this contract \$278,641.49 from APR1801(FY 2022-2023) will be encumbered for the construction of this project. It is expected that two hundred thousand (\$200,000) from TAMC's Safe Street Pilot Program will be invoiced and reimbursed by TAMC upon successful completion of the Cardoza Avenue Corridor Improvements and unused construction contingency will be released for future street resurfacing project; and

WHEREAS, the City of Marina Planning Division determined that this action, approving advertising and call for bids for the City of Marina Annual Street Resurfacing 2021 Phase 2 is Categorically Exempt under CEQA Guidelines per Article 19, Section 15301, Class 1 because the project consists of repair and maintenance of existing public structures and facilities with no expansion of use; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Award a construction contract for the City of Marina Annual Street Resurfacing 2021 Phase 2 to Precision Grade Inc. of San Juan Bautista in the amount of \$1,742,295; and
2. Authorize the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute contract documents, Exhibit A, subject to final review and approval by the City Attorney and construction change orders on behalf of the City; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 19th day of January 2022, by the following vote:

AYES: COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

A9 FORM OF CONTRACT

FOR

City of Marina Annual Street Resurfacing 2021, Phase 2

THIS AGREEMENT, made and entered into this _____ 2022, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Precision Grade Inc. "Contractor,"

W I T N E S S E T H:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for PROJECT adopted by the Council of the City of Marina on January 19, 2022.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Accepted Proposal(A3);
- b. Proposal Guaranty Bond(A6);
- c. Contract Agreement (A9);
- d. Performance Bond (A11);
- e. Bond for Labor and Material (A10);
- f. Proposal Supplement Including an Experience Statement and List of Proposed Subcontractors(A4& A5);
- g. These Plans and Specifications and addendum 1,2 and 3.
- h. The California State Standard Specifications and Standard Details 2018; and
- i. Insurance.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, 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 the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

One Million Seven Hundred Forty-Two Thousand and Two Hundred Ninety-Five dollars

(\$ 1,742,295.00)



The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; 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.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 7-1.06 of the Standard Specifications, State of California, 2018 Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1 regarding Public Works and Public Agencies.

TENTH:

ATTORNEY'S FEES. In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.



ELEVENTH:

COMPLIANCE WITH PROVISIONS OF LAW.

- a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.
- b) Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.
- c) Contractor shall comply with laws relating to the work.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CONTRACTOR

CITY OF MARINA

By: _____

By: Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FROM:

By: _____
Robert Wellington, City Attorney

By: _____

Date: _____

Date: _____

ATTESTED:

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Date: _____

Resolution No. 2022- _____



A10 PAYMENT BOND
(LABOR AND MATERIAL BOND)
(100% of Contract Amount)

Bond No.: _____
Premium: _____

WHEREAS, The City of Marina ("CITY") has awarded to Precision Grade Inc. designated as "PRINCIPAL" herein, a contract for the work described as the City of Marina Annual Street Resurfacing 2021, Phase 2 Project; and

WHEREAS, on or about _____, 2022, the PRINCIPAL entered into a Contract with the CITY for the construction of the work of improvement, which Contract and all Contract Documents set forth therein are incorporated herein and made a part hereof by this reference; and

WHEREAS, By the terms of the Contract, as well as California Civil Code Section 9550, the PRINCIPAL is required to furnish a bond guaranteeing payment of claims.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a duly admitted surety insurer in the State of California as defined by California Code of Civil Procedure section 995.120, are held and firmly bound to the CITY for payment of the penal sum of _____ Dollars (\$) (the "Bonded Sum") in lawful money of the United States, for the payment of which sum PRINCIPAL and SURETY jointly and severally bind themselves and their heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF PRINCIPAL, his, her or its heirs, executors, administrators, successors or assigns or subcontractors shall fail to pay any of the persons referred to in California Civil Code Section 9100, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in California Civil Code Section 9554, that SURETY or sureties herein shall pay for the same, in amount not exceeding the Bonded Sum; otherwise this obligation shall be void.

The following terms and conditions shall apply with respect to this Bond:

1. In case suit is brought upon this Bond the said SURETY will pay reasonable attorney's fees and costs incurred by the CITY to be fixed by the Court in addition to the Bonded Sum;
2. No alternation, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, alteration, or addition to the terms of the contract, or to the specifications accompanying the same, shall in any way affect the obligations of SURETY under this Bond, SURETY hereby waives notice of any alteration, modification, supplement or extension of time.
3. No settlement between the CITY and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. Correspondence or claims relating to this Bond should be sent to the SURETY at the following address:



5. This Bond shall inure to the benefit of any persona named in California Civil Code Sections 8520, 8530, 9100 as to give a right of action to such persons or their assigns in any suit brought upon this Bond. Any such right of action shall be subject to the provisions of California Civil Code Section 8608 or 9566.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed to be an original hereof, have been duly executed by PRINCIPAL and SURETY on the date set forth before the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. PRINCIPAL and SURETY has caused this Bond to be duly executed and delivered this _____ day of _____ 2022.

[Signature page follows.]



Date: _____, 2022

PRINCIPAL: _____

Name: _____

Title: _____

Legal Address: _____

()
()
(Corporate)
(Seal)
()

Attest: _____
(Corporate Secretary)

Date: _____, 2022

SURETY: _____

Name: _____

Title: _____

Legal Address: _____

()
()
(Corporate)
(Seal)
()
()

Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT:

City Engineer

APPROVED AS TO FROM:

City Attorney

Note: this Bond must be dated, sealed, executed in triplicate, (copies are not acceptable), all signatures on behalf of PRINCIPAL and SURETY must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.



A11 PERFORMANCE BOND
(100% of Contract Amount)

Bond No.: _____
Premium: _____

WHEREAS, THE City of Marina ("CITY") has awarded to Precision Grade Inc, designated as the "PRINCIPAL" herein, a contract hereto annexed for the work described as the City of Marina Annual Street Resurfacing 2021, Phase 2 Project; and

WHEREAS, on or about _____, 2022, the PRINCIPAL entered into a Contract with the CITY for the construction of the work or improvement, which Contract and all Contract Documents set forth therein are incorporated herein and made a part hereof by this reference; and

WHEREAS, the PRINCIPAL is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents concurrently with delivery to the City of the executed Contract.

NOW. THEREFORE, PRINCIPAL and _____ ("SURETY"), a duly admitted surety insurer in the State of California as defined by California Code of Civil Procedure section 995.120, are held and firmly bound to the CITY for payment of the penal sum of _____ Dollars (\$_____) (the "Bonded Sum") in lawful money of the United States, for the payment of which sum PRINCIPAL and SURETY jointly and severally bind themselves and their heirs, executors, administrators, successors and assigns.

THE CONDITON OF THIS OBLIGATION IS SUCH THAT IF PRINCIPAL shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials, other than materials to be furnished by the CITY, necessary to perform and complete, and to perform and complete in a good workmanlike manner in strict conformation with the terms and set forth in the Contract annexed hereto, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The following terms and conditions shall apply with respect to this Bond:

1. This bond specifically guarantees the performance of each of every obligation of the PRINCIPAL under the Contract Documents, as they may be amended and supplemented, including but not limit to its liability for liquidated damages and warranties as specified in the Contract Documents, up to but not exceeding the Bonded Sum.
2. The guarantees contained herein shall survive the final completion of the construction called for in the Contract Documents with respect to those obligations of PRINCIPAL which survive such final completion.
3. No alteration, modification, or supplement to the Contract Documents or the nature of the Work performed thereunder, including without limitation any extension of time for performance shall in any way affect the obligations of SURETY under this Bond. Surety hereby waives any notice of alterations, modification, supplement, or extension of time.



4. Whenever the PRINCIPAL shall be, and is declared by CITY to be, in default under the Contract Documents, provided that CITY is not then in material default thereunder, SURETY shall promptly: (a) remedy such default; (b) complete the Project in accordance with the terms and conditions of the Contract Documents then in effect; or (c) select a contractor(s) to complete all work for which a Notice to Proceed has been issued in accordance with the terms and conditions of the Contract Documents then in effect, use a procurement methodology approved by the CITY, arrange for a contract between such contractor(s) and CITY, and make available as work progresses sufficient funds to pay the cost of completion including other costs and damages for which the SURETY is liable hereunder, up to but not exceeding the Bonded Sum.
5. Correspondence or claims relating to the Bond shall be sent to the SURETY at the following address:

6. No right of action shall accrue on this Bond to or for the use of any entity other than CITY or its successors and assigns.
7. In the event any suit, action, or proceeding is instituted to recover on this Bond, said SURETY will pay, and does hereby agree to pay, CITY's reasonable attorney's fees and costs incurred, with or without suit, in addition to the Bonded Sum.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed to be an original hereof, have been duly executed by PRINCIPAL and SURETY on the date set forth before the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. PRINCIPAL and SURETY has caused this Bond to be duly executed and delivered this _____ day of _____ 2022.

[Signature page follows.]



Date: _____, 2022

PRINCIPAL: _____

Name: _____

Title: _____

Legal Address: _____

()
()
(Corporate)
(Seal)
()
()

Attest: _____

(Corporate Secretary)

Date: _____, 2022

SURETY: _____

Name: _____

Title: _____

Legal Address: _____

()
()
(Corporate)
(Seal)
()
()

Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT:

City Engineer

APPROVED AS TO FROM:

City Attorney

Note: this Bond must be dated, sealed, executed in triplicate, (copies are not acceptable), all signatures on behalf of PRINCIPAL and SURETY must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.



CITY OF MARINA ANNUAL STREET RESURFACING 2021, PHASE 2

FOR THE

CITY OF MARINA

EXHIBIT B

FOR USE IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS, THE STANDARD DETAILS OF THE CITY OF MARINA AND THE STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DATED 2018

INDEX OF PLANS

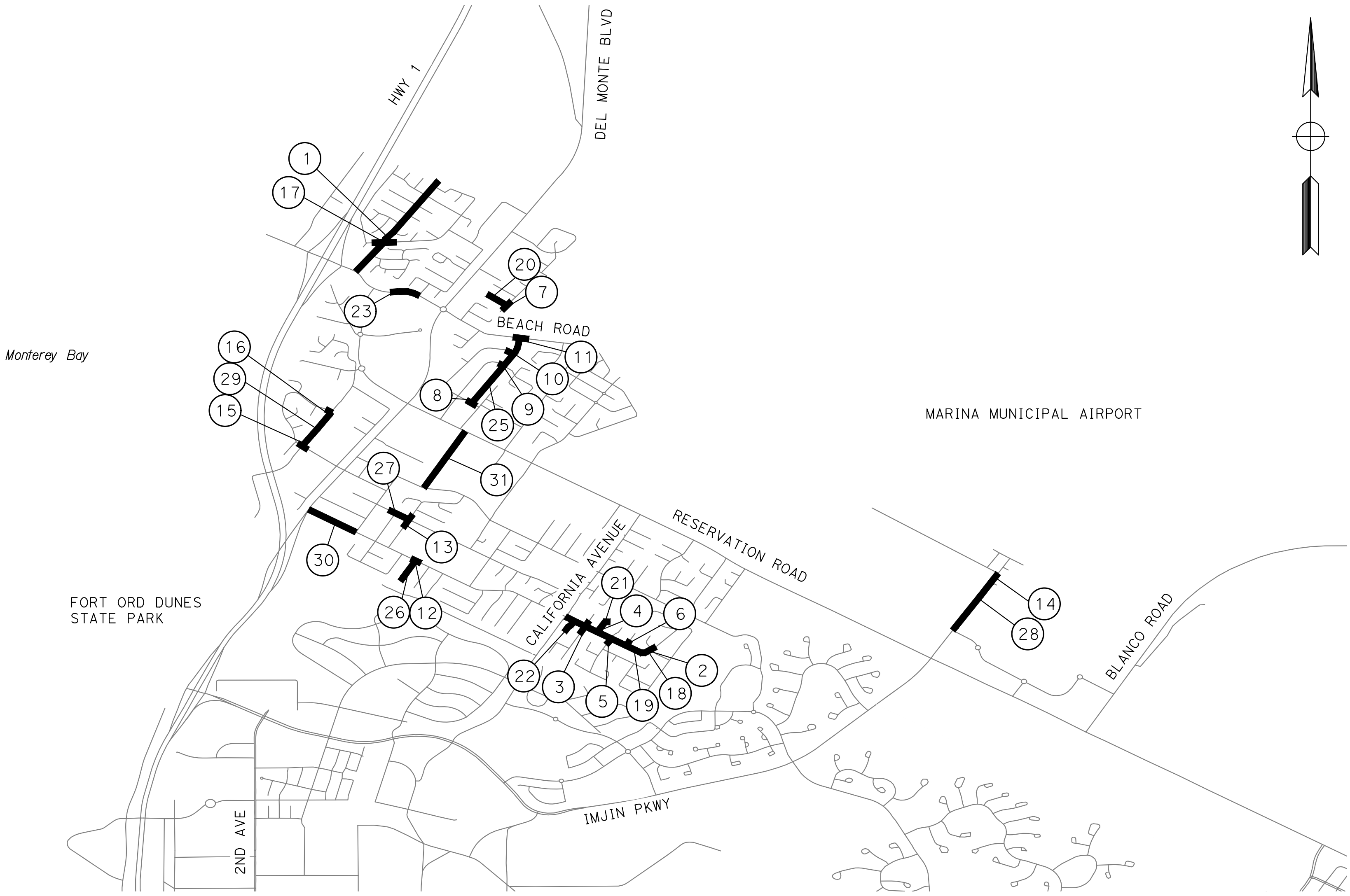
NO	SHEET ID	DESCRIPTION
1	T-1	TITLE SHEET
2	GN-1	GENERAL NOTES
3	K-1	KEY MAP
4-10	PC-1 TO PC-7	PROJECT CONTROL PLAN SHEETS
11-21	DM-1 TO DM-11	REMOVAL PLAN SHEETS
23-41	L-1 TO L-20	LAYOUT SHEETS
42-68	C-1 TO C-27	CONSTRUCTION DETAILS SHEETS

ADA IMPROVEMENT LOCATIONS

LOC NO. #	STREET	DESCRIPTION
1	CARDOZA AVE	5 RAMPS
2	BOSTICK AVE	3 RAMPS
3	EDDY ST/EDDY CIR	4 RAMPS
4	PHILLIPS CIR	2 RAMPS
5	SUNRISE AVE	2 RAMPS
6	MILDRED CT	2 RAMPS
7	MCCULLOCH CIR	2 RAMPS
8	PENINSULA DR	2 RAMPS
9	VISTA DEL CAMINO CIR	3 RAMPS
10	SUSAN AVE	2 RAMPS
11	BEACH RD	3 RAMPS
12	MAX CIR	2 RAMPS
13	HILLCREST AVE	3 RAMPS
14	IMJIN RD	1 RAMP
15	LAKE DR	1 RAMP
16	MESSINGER DR	2 RAMPS

STREET RESURFACING LOCATIONS

LOC NO. #	STREET	DESCRIPTION
17	CARDOZA AVE	RESERVATION RD TO END
18	BOSTICK AVE	REINDOLLAR AVE TO 113' N/O LARSON CT
19	REINDOLLAR AVE	CALIFORNIA AVE TO BOSTICK AVE
20	MCCULLOCH CIR	MICHAEL DR TO END
21	PHILLIPS CIR	REINDOLLAR AVE TO END
22	WESTWOOD CT	REINDOLLAR AVE TO END
23	BEACH RD	436' W/O MARINA DR TO MARINA DR
25	MELANIE RD	PENINSULA DR TO BEACH RD
26	MAX CIR	REINDOLLAR AVE TO END
27	HILLCREST AVE	138' W/O OWEN AVE TO ZANETTA DR
28	IMJIN RD	UNIVERSITY DR TO NEESON RD
29	LAKE DR	PALM AVE TO MESSINGER DR
30	REINDOLLAR AVE	DEL MONTE BLVD TO SUNSET AVE
31	SEACREST AVE	CARMEL AVE TO RESERVATION RD



CITY OF MARINA
VICINITY MAP
NO SCALE



Know what's below.
Call before you dig.

Approved for Construction:

Public Works Director/City Engineer

Date

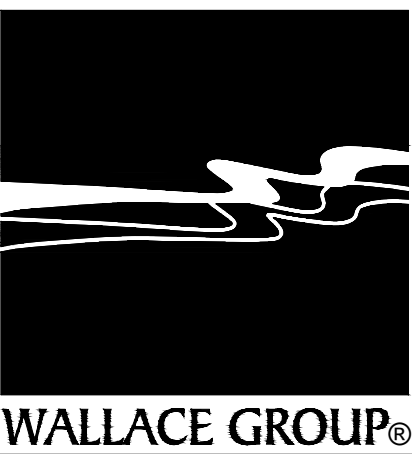


211 Hillcrest Avenue
Marina, CA 93933

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

SCALE: HORIZ AS SHOWN
VERT
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS
0 1 2

REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
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CIVIL AND TRANSPORTATION ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLANNING
PUBLIC WORKS ADMINISTRATION
SURVEYING / GIS SOLUTIONS
WATER RESOURCES
612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

Sarah Huffman
PROJECT ENGINEER

October 26, 2021
PLANS APPROVAL DATE



CITY OF MARINA ANNUAL STREET
RESURFACING 2021, PHASE 2

TITLE SHEET

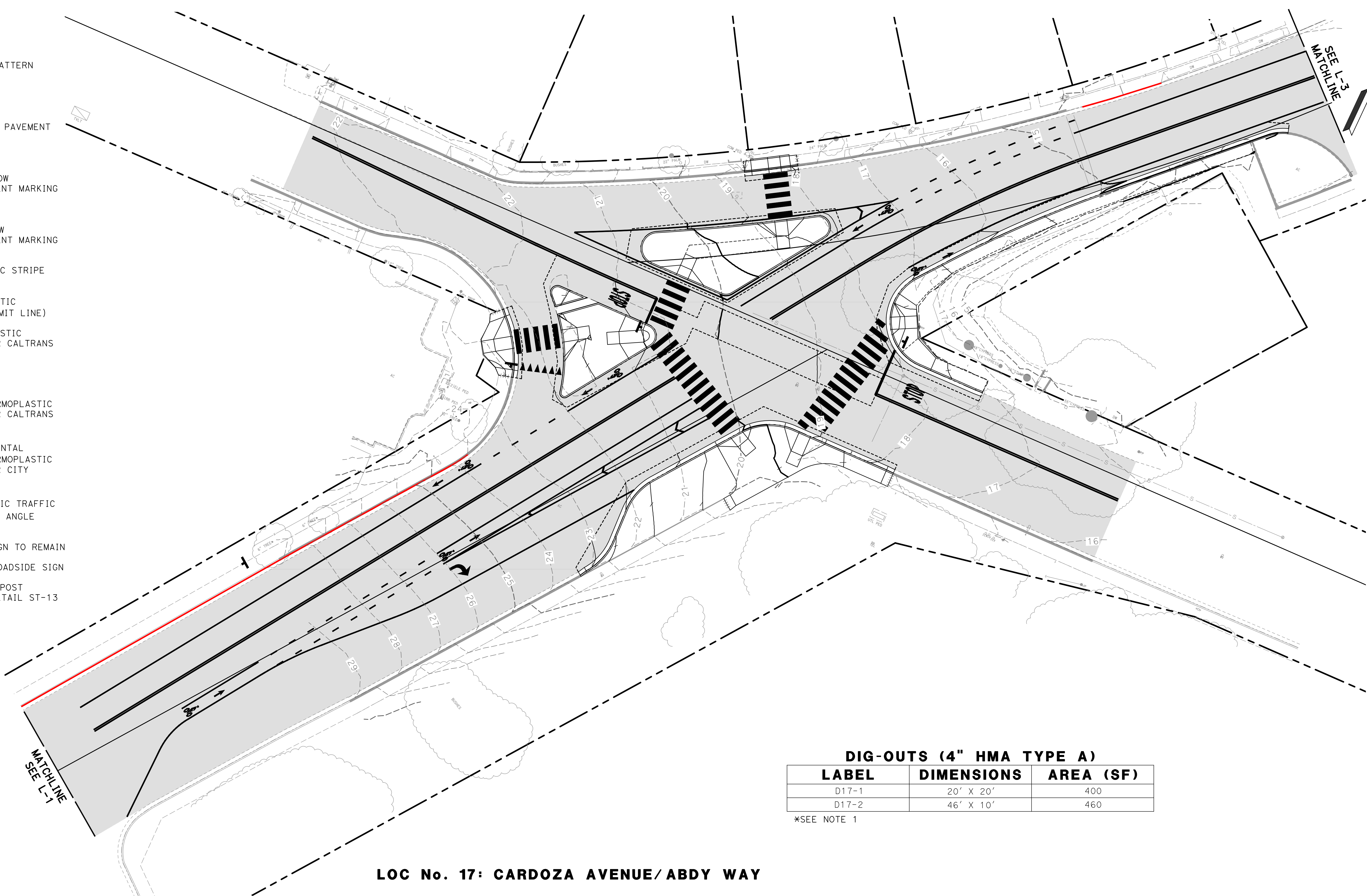
T-1

DESIGNED BY EMP	DRAWN BY EMP	CHECKED BY SMH	JOB NUMBER 1585-0008	SHEET 1	OF 68
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FILE NAME: 1585-0008-TTL.DWG
10/26/2021 10:39 AM
ZACH CAMPANG

LEGEND

- MICROSURFACING
- CHANGE IN STRIPING PATTERN
- TANGENT POINT
- ANGLE POINT
- "STOP" THERMOPLASTIC PAVEMENT MARKING
- "BIKE LANE" WITH ARROW THERMOPLASTIC PAVEMENT MARKING
- TYPE IV (L & R) ARROW THERMOPLASTIC PAVEMENT MARKING
- THERMOPLASTIC TRAFFIC STRIPE DETAIL NO.
- 12" WHITE THERMOPLASTIC PAVEMENT MARKING (LIMIT LINE)
- YIELD LINE THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24E
- DIG OUT AREA
- CROSSWALK WHITE OR YELLOW THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24E
- CROSSWALK - CONTINENTAL WHITE OR YELLOW THERMOPLASTIC PAVEMENT MARKING PER CITY STANDARD
- 8" WHITE THERMOPLASTIC TRAFFIC STRIPE, 25' O.C., 45° ANGLE
- EXISTING ROADSIDE SIGN TO REMAIN
- RESET OR RELOCATE ROADSIDE SIGN
- ROADSIDE SIGN - ONE POST SEE CITY STANDARD DETAIL ST-13



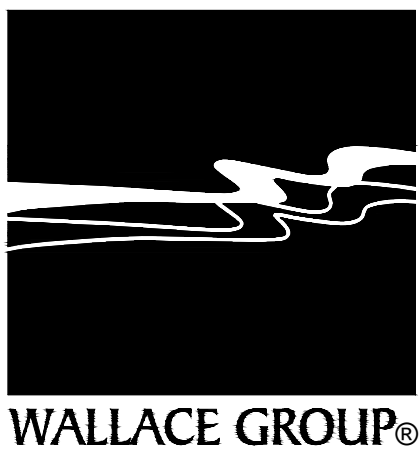
DIG-OUTS (4" HMA TYPE A)		
LABEL	DIMENSIONS	AREA (SF)
D17-1	20' X 20'	400
D17-2	46' X 10'	460

*SEE NOTE 1

LOC No. 17: CARDOZA AVENUE/ABDY WAY

SCALE: HORIZ 1" = 20'
VERT N/A
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
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CIVIL AND TRANSPORTATION ENGINEERING
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612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

PROJECT ENGINEER
October 26, 2021
PLANS APPROVAL DATE



CITY OF MARINA ANNUAL STREET RESURFACING 2021, PHASE 2					
LAYOUT					
L-2					
DESIGNED BY SMH	DRAWN BY ZVC	CHECKED BY SMH	JOB NUMBER 1585-0008	SHEET 23	OF 68



211 Hillcrest Avenue
Marina, CA 93933

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

January 7, 2022

Item No. **8d(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
January 19, 2021

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
AWARDING A CONSTRUCTION CONTRACT FOR THE CITY OF
MARINA ANNUAL STREET RESURFACING 2021 PHASE 2 PROJECT TO
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CITY ATTORNEY AND ALL CONSTRUCTION CHANGE ORDERS ON
BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUGETARY
ENTRIES**

RECOMMENDATION:

It is requested that the City Council consider adopting Resolution 2022- for the following action:

1. Awarding a construction contract for the City of Marina Annual Street Resurfacing 2021 Phase 2 Project to Precision Grade Inc. of San Juan Bautista in the amount of \$1,742,295; and
2. Authorizing the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute contract documents, **EXHIBIT A**, subject to final review and approval by the City Attorney and construction change orders on behalf of the City; and
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BACKGROUND:

At the regular meeting on May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account, Measure X and General Fund funding for roadway maintenance.

At the regular meeting on May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program.

The City Annual Street Resurfacing Project for 2021 was divided into three phases as follows, Phase 1: Flower Circle Reconstruction (construction complete); Phase 2: Various Streets Microsurfacing and construction of American with Disability Act (ADA) compliant curb ramps on various streets (the project being considered for action on this agenda item) (**Exhibit B**); and Phase 3: Slurry Sealing various streets (construction nearing completion).

The proposed Phase 2 project scope is microsurfacing of various streets throughout the City as shown in **EXHIBIT B**. Phase 2 includes the construction of curb ramps, removal and replacement of conform curbs, gutters, sidewalks and deteriorated pavements, crack sealing, application of microsurfacing, and installation of pavement striping and markings.

EXHIBIT B shows the list of streets to receive microsurfacing at several locations throughout the City. The streets included in Phase 2 were selected by the pavement management program. During the preparation of bidding documents, the list of streets was further evaluated by visual inspection to verify if the recommended surface treatment is best for the street. Phase 2 is primarily for streets to receive microsurfacing treatment. These street segments show distress with a Pavement Condition Index (PCI) less than 70. The goal is for the city streets to be maintained a PCI greater than 70, indicating good street conditions.

Streets will be prepared to include replacing failed sections of asphalt with new asphalt, crack sealing, and removal of existing pavement striping and marking before application of a microsurfacing treatment. Microsurfacing is the application of a mixture of water, asphalt emulsion, aggregate, polymer, and chemical additives. Microsurfacing is similar to slurry sealing but has a faster curing rate and a longer life cycle of 7 to 10 years. The proposed work triggers compliance with Americans with Disabilities Act (ADA) requiring installation of curb ramps at the corners of the intersection where there are no existing curb ramps.

The Annual Street Resurfacing Part 2 Project includes the TAMC Safe Streets Pilot Program Cardoza Avenue Corridor Improvements Project. The project includes realigning the Cardoza Avenue and Abdy Way intersection and restriping Cardoza Avenue (from Reservation Road to the end) to better define lane lines and add bicycle lanes (**EXHIBIT C**).

ANALYSIS:

On December 21, 2021, seven (7) sealed bids were received, opened, and six (6) responsive bids were publicly read via live video feed for the City of Marina Annual Street Resurfacing 2021 Phase 2 Project. Following is the tabulation of bids received:

Name of Company and Address	Grand Total
Precision Grade Inc. San Juan Bautista, CA	\$1,742,295.00
Monterey Peninsula Engineering Marina City, CA	\$ 1,748,915.00
FBD Vanguard Livermore, CA	\$ 1,808,510.00
Graniterock Company San Jose, CA	\$ 1,859,656.00
Don Chapin Company Salinas, CA	\$ 1,952,505.00
Granite Construction Watsonville, CA	\$2,105,872.00
NorCal Contractors Salinas, CA	Non-Responsive

The revised Engineer's Opinion of Probable Construction Cost for this project is \$1,761,284.00. Staff reviewed the six responsive bids received and determined that the Precision Grade Inc. bid of \$1,742,295.00 is the lowest responsible and responsive bid. The prime contractor, Precision Grade Inc. has not work with City but has successfully completed similar projects with neighboring Cities with great reference reviews. The sub-contractors, Pavement Coatings and Chrisp Company, have successfully completed work with the City in the past.

FISCAL IMPACT:

Following is the estimated expenditure to execute the project to completion.

Estimated Expense	Amount
Construction Contract	\$1,761,284.00
Construction Contingency Allowance (10%)	\$ 176,128.40
Construction Management and Inspection Allowance	\$ 89,000.00
Total Estimated Expenditure	\$ 2,026,412.40

Capital Improvement Project funding, APR1801(FY 2019-2020 and FY 2020-2021) for the Annual Street Resurfacing has a balance to date amount of \$1,747,770.91. To award this contract \$278,641.49 from APR1801(FY 2022-2023) will be encumbered for the construction of this project. It is expected that two hundred thousand (\$200,000) from TAMC's Safe Street Pilot Program will be invoiced and reimbursed by TAMC upon successful completion of the Cardoza Avenue Corridor Improvements and unused construction contingency will be released for future street resurfacing project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City of Marina Planning Division determined that this action, approving advertising and call for bids for the City of Marina Annual Street Resurfacing 2021 Phase 2 is Categorically Exempt under CEQA Guidelines per Article 19, Section 15301, Class 1 because the project consists of repair and maintenance of existing public structures and facilities with no expansion of use.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Elvie Morla-Camacho, P.E., QSD
Project Management Services
Wallace Group

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina