RESOLUTION NO. 2022-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AWARDING A CONSTRUCTION CONTRACT FOR THE GLORYA JEAN-TATE PARK SITE IMPROVEMENTS AND PUMP TRACK PROJECT TO MONTEREY PENINSULA ENGINEERING, IN THE AMOUNT OF \$982,700; 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 NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, on May 1, 2019, the City Council adopted Resolution No. 2019-54 adopting the Capital Improvement Program including the construction of a pump track and improvements to the restrooms at Glorya Jean Tate Park; and

WHEREAS, the design consultant team retained by the City, Verde Design, prepared preliminary plans based upon input from the city council, community survey, city staff, and stakeholder groups; and

WHEREAS, at the regular meeting of the City Council on March 16, 2021, the City Council received a presentation and gave direction on finalizing the plans (Resolution 2021-21); and

WHEREAS, construction documents including plans and specifications have been prepared based upon Council direction that includes demolition of fencing, irrigation, turf landscaping, and hardscape and includes furnishing new ADA parking stalls, concrete paths, bike pump track, site furnishings, irrigation, and landscaping; and

WHEREAS, the project may also include demolition of scoreboard and furnishing fabricated facilities, such as bike racks, bike repair station, riding features, additional landscaping and park entry sign through the award of additive alternate bid items; and

WHEREAS, on November 2, 2021, the City Council adopted Resolution 2021-115 approving advertising and call for bids for the Glorya Jean-Tate Park Site Improvements and Pump Track; and

WHEREAS, on January 4, 2022, three (3) sealed bids were received, opened, and publicly read via live video feed; and

WHEREAS, a tabulation of bids received based upon the evaluation criteria of lowest responsive and responsible base bid plus additive alternate bid items 1 through 4 revealed that Monterey Peninsula Engineering as the apparent low bidder; and

WHEREAS, Monterey Peninsula Engineering and the subcontractor constructing the pump track, Santa Cruz Mountains Trail Stewardship, have successfully completed similar projects with neighboring cities; and

WHEREAS, the bidding documents allow the City to award any or none of the alternate bid items along with the base bid; and

Resolution No. 2022-11 Page Two

WHEREAS, the Capital Improvement Project Fund QLP 2006 for the Glorya Jean-Tate Park Pump Track and Restroom Improvements (#21) for FY 2019-20 is \$300,000; and

WHEREAS, grant funding in the amount of \$177,952 from the California State Parks increased available funds to \$477,952; and

WHEREAS, additional funding in the amount of \$1,100,000 was approved as part of the FY 21-22 and 22-23 budgets bringing the total project budget to \$1,577,952; and

WHEREAS, it is estimated that approximately \$163,000 is required for providing professional support services during construction; and

WHEREAS, CIP QLP 2006 has approximately \$1,094,000 available for construction; and

WHEREAS, awarding a contract for the base bid amount plus additive alternates 1 through 3 to Monterey Peninsula Engineering in the amount of \$982,700 would allow for a 10% contingency in the amount of \$98,270 and a reserve of approximately \$13,000; and

WHEREAS, the City of Marina Planning Division determined that this action, awarding a construction contract for the Glorya Jean-Tate Park Site Improvements and Pump Track is Categorically Exempt under CEQA Guidelines per Article 19, Section 15304(b), Class 4 because the proposed improvements consist of minor alterations to land.

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

- 1. Awarding a construction contract for the Glorya Jean-Tate Park Site Improvements and Pump Track Project to Monterey Peninsula Engineering of Marina in the amount of \$982,700; and
- 2. Authorizing the City Manager, or his designee, to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute contract documents, attached hereto as "**EXHIBIT A**," subject to final review and approval by the City Attorney and construction change orders on behalf of the City; and
- 3. Authorizing 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	t, Berkley, Biala, Delgado
NOES: COUNCIL MEMBERS: None	
ABSENT: COUNCIL MEMBERS: None	
ABSTAIN: COUNCIL MEMBERS: None	
	Bruce C. Delgado, Mayor
ATTEST:	
A trial Description	
Anita Sharp, Deputy City Clerk	

A9 FORM OF CONTRACT

FOR

Glorya Jean Tate Park Site Improvements & Pump Track

THIS AGREEMENT, made and entered into this 19th day of January 2021, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Monterey Peninsula Engineering "Contractor,"

WITNESSETH:

<u>FIRST</u>: 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 .

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;
- b. Proposal Guaranty Bond;
- c. Contract Agreement;
- d. Performance Bond;
- e. Bond for Labor and Material;
- f. Proposal Supplement Including an Experience Statement and List of Proposed Subcontractors;
- g. These Plans and Specifications;
- 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.

Nine Hundred Eighty-Two Thousand, Seven Hundred Dollars (\$ 982,700.00)



Item No.	Description	Unit	Estimated Quantity	Contract Unit Price	Bid Amount	
1	Mobilization, Project Management, General Conditions and SWPPP	LS	1	\$41,000	\$41,000	
2	Site Preparation / Demolition	LS	1	\$31,000	\$31,000	
3	Grading	LS	1	\$36,000	\$36,000	
4	Drainage / Utilities	LS	1	\$700	\$700	
5	Hardscape	LS	1	\$82,000	\$82,000	
6	Fencing	LS	1	\$39,000	\$39,000	
7	Site Furnishings	LS	1	\$50,000	\$50,000	
8	Pump Track	LS	1	\$510,000	\$510,000	
9	Landscape and Maintenance	LS	1	\$75,000	\$75,000	
10	Irrigation	LS	1	\$49,000	\$49,000	
	Bid Alternate #1 – Pump Track Curved Wall Ride	LS	1	\$34,000	\$34,000	
	Bid Alternated #2 – Site Furnishings	LS	1	\$10,000	\$10,000	
	Bid Alternate #3 – Site Demolitions	LS	1	\$25,000	\$25,000	
	GRAND TOTAL (ITEMS 1 THROUGH 10) PLUS BID ALTERNATES #1, #2, & #3					
	(In Words) Nine Hundred Eighty-Two Thousand, Seven Hundred Dollars					

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.

<u>FIFTH</u>: 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.

<u>NINTH</u>: 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:

<u>ATTORNEY'S FEES</u>. 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.



EXHIBIT A

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

CONTRACTOR	CITY OF MARINA
Ву:	By: Layne P. Long, City Manager
Print Name:	Date:
Address:	
Date:	
APPROVED AS TO FROM:	
By: Robert Wellington, City Attorney	Ву:
Date:	Date:
ATTESTED:	
By: Anita Shepherd-Sharp Deputy City Clerk	
Date:	Resolution No. 2021



BID DOCUMENTS TO BE SUBMITTED (A3-A7)

A3 PROPOSAL FORM

To the City Council City of Marina 211 Hillcrest Avenue Marina, CA 93933

Name of Bidder Monterey Peninsula Engineering
Business Address PO Box 400, Marina, CA 93933
Place of Residence 192 Healy Ave., Marina, CA. 93933
The undersigned as Bidder declares that he has carefully examined the location of the proposed work, the contract documents, and the Specifications therein referred to, and he proposes and agrees if this proposal is accepted that he will contract with the City Council to provide all necessary machinery, tool, apparatus, and other means of construction and do all the work specified in the contract in the manner and time therein set forth required for the construction of the project designed as:
Glorya Jean Tate Park Site Improvements & Pump Track as said work is shown in the specifications. Construction shall be in strict conformity with the Specifications prepared therefore and which are referenced in the Notice to Bidders (Section A1) contained herein. By this reference, said Specifications are hereby made part thereof, as though stated in full.
The Bidder proposes and agrees to contract with the City to perform all the above work, including subsidiary obligations as defined in said specifications including Addenda Nos. #1, #2, #3, #4, #5, #6, , #7, for the following price:
Construction improvements and associated work for sum of:
Grand Total Bid Plus Bid Alternates #1 to #4:
One million, eighty four thousand seven hundred Dollars (Words)
\$



BID SCHEDULE

Glorya Jean Tate Park Site Improvements & Pump Track

Description	Unit	Estimated Quantity	Contract Unit Price	Bid Amount
Mobilization, Project Management, General Conditions and SWPPP	LS	1	41,000	41,000
Site Preparation / Demolition	LS	1	31,000	31,000
Grading	LS	1	36,000	36,000
Drainage / Utilities	LS	1	700	700
Hardscape	LS	1	82,000	82,000
Fencing	LS	1	34,000	34,000
Site Furnishings	LS	1	50,000	50,000
Pump Track	LS	1	510,000	510,000
Landscape and Maintenance	LS	1	75,000	75,000
Irrigation	LS	1	49,000	44,000
				(In Figures)
	thousa	nd, seve	N	\$ 913,700
hundred				\$ -117,700
	Mobilization, Project Management, General Conditions and SWPPP Site Preparation / Demolition Grading Drainage / Utilities Hardscape Fencing Site Furnishings Pump Track Landscape and Maintenance Irrigation ND TOTAL (ITEMS 1 THROUGH 10) (In Words And Andrea America)	Mobilization, Project Management, General Conditions and SWPPP Site Preparation / Demolition LS Grading LS Drainage / Utilities LS Hardscape LS Fencing LS Site Furnishings LS Pump Track LS Landscape and Maintenance LS Irrigation LS ND TOTAL (ITEMS 1 THROUGH 10) (In Words)	Mobilization, Project Management, General Conditions and SWPPP Site Preparation / Demolition Grading LS 1 Drainage / Utilities LS 1 Hardscape LS 1 LS LS	Mobilization, Project Management, General Conditions and SWPPP Site Preparation / Demolition Grading LS 1 31,000 Grading LS 1 36,000 Drainage / Utilities LS 1 32,000 Fencing LS 1 34,000 Site Furnishings LS 1 30,000 Pump Track LS 1 50,000 Irrigation LS 1 44,000 ND TOTAL (ITEMS 1 THROUGH 10) (In Words)



BID ALTERNATES shall state the NET AMOUNT to be ADDED TO or DEDUCTED FROM the GRAND TOTAL.

BID ALTERNATE #1 - PUMP TRACK CURVED WALL RIDE (In Words) +hirty - four thousand	(In Figures) \$ 34,000
BID ALTERNATE #2 - SITE FURNISHINGS (In Words) +en thousand	(In Figures) \$ \0,000
BID ALTERNATE #3 - SITE DEMOLITIONS (In Words) +wenty - five thousand	(In Figures) \$ 25,000
BID ALTERNATE #4 - LANDSCAPING (In Words) One hundred two thousand	(In Figures)
BID ALTERNATE #5 - LANDSCAPE MAINTENANCE (In Words) + wenty - seven thousand	(In Figures) \$ 27,000

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization

The contract lump sum (LS) price for "Mobilization and Project Management" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization and project management, complete in place, including preparatory and cleanup work, SWPPP, movement of construction personnel, equipment, supplies and incidentals to and from the project site, obtaining bonds, insurance policies, licenses, and permits required by the contract



documents, project meetings, coordination and all related administrative costs for this Project, maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor. Final payment will not be released until receipt of approved Record of Drawings. Partial payment of this bid item shall be based on percent of this item completed.

2. Site Preparation / Demolition

The contract lump sum (LS) price for "Site Preparation / Demolition" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the site preparation and demolition of the site, including clearing and grubbing, sawcut paving, removal and salvage of irrigation valves and heads, utilities relocation, and demolition and reinstall of items as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

3. Grading

The contract lump sum (LS) price for "Grading" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in grading the site, including rough grading and the off-haul and disposal of material in hardscape areas, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

4. Drainage / Utilities

The contract lump sum (LS) price for "Drainage / Utilities" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in drainage and utilities for the site, complete in place, including the installation of domestic water and sewer lines, and water connection and dry well for the drinking fountain, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

5. Hardscape

The contract lump sum (LS) price for "Hardscape" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in hardscape for the site, complete in place, including the decomposed granite and concrete pathways, concrete curbs, ADA ramps concrete sitework, and parking lot asphalt paving, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

6. Fencing

The contract lump sum (LS) price for "Fencing and Gates" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the placing of fencing for the site, complete in place, including the installation of the split rail fence at the Pump Track, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.



7. Site Furnishings

The contract lump sum (LS) price for "Site Furnishings" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of site furnishings for the site, complete in place, including benches, picnic tables, drinking water and water supply, trash and recycle receptacles, and ADA parking stall stripping, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

8. Pump Track - Asphalt

The contract lump sum (LS) price for "Pump Track - Asphalt" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing the asphalt for the Pump Track, complete in place, including the hauling and import of filling material, mound/staging and rough grading, and Pump Track asphalt paving, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

9. Landscape and Maintenance

The contract lump sum (LS) price for "Landscape" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing and maintaining for sixty-four (64) working days the landscape for the site, complete in place, including trees, turf seed area, weed block fabric, mulch, gopher treatment, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

10. Irrigation

The contract lump sum (LS) price for "Irrigation" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of the irrigation equipment for the site, including valves, heads, tree bubblers, lateral and main lines, wiring, sleeves, and points of connection, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

Alternative Bid Items

Bid Alternate #1 - Pump Track Curved Wall Ride

The contract lump sum (LS) price for "Bid Alternate #1" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of the PBR intermediate curved wall rides at the Pump Track Park, complete in place, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.



Bid Alternate #2 - Site Furnishings

The contract lump sum (LS) price for "Bid Alternate #2" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of site furnishings, complete in place, including bike racks and repair station, bike park entry sign, chain link fence and gate at building, and standard parking stall stripping, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

Bid Alternate #3 - Site Demolitions

The contract lump sum (LS) price for "Bid Alternate #3" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the removal, demolition, and disposal of existing site elements, including netting, scoreboard, ADA parking sign footings and posts, ADA parking stripping, ADA curb ramp, and infield fines; and removal and salvage of ADA parking sign; and furnishing asphalt paving at existing ADA curb ramp as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

Bid Alternate #4 - Landscaping

The contract lump sum (LS) price for "Bid Alternate #4" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing and maintaining for sixty-four (64) working days additional landscaping for the site, complete in place, including native planting at outside of pump track, native planting at infield area, tree planting, tree irrigation, and drip zones, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

Bid Alternate #5 - Landscape Maintenance

The contract lump sum (LS) price for "Bid Alternate #5" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in maintaining for three hundred sixty-five (365) calendar days all landscaping for the site, including native planting at outside of pump track, native planting at infield area, tree planting, tree irrigation, and drip zones, as shown on the plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by the engineer. No additional compensation will be allowed therefor.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

BID CLARIFICATION

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total (Items 1- through 10) plus Bid Alternates #1 to #4. Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible



Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

The City reserves the right to reject any and all Bids and to waive any and all irregularities and informalities in Bids not involving price, time or changes in the Work. The City reserves the right to reject any nonconforming, nonresponsive, incomplete, unbalanced or conditional Bids.

All blanks in the bid schedule must be appropriately filled in. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

In case of discrepancy between the unit price and the bid amount (estimated quantity times unit price), the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. Discrepancies between bid amounts stated in words and in figures will be resolved in favor of the amount stated in words. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

The undersigned has carefully checked all the above figures and understands that the City Council shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to furnish bonds as provided in said Specifications with sureties satisfactory to the Council within ten (10) working days after award of the contract, and the payment of such security accompanying this proposal shall operate and the same shall be the property of the City.

Enclosed find certified check, cashier's check of	bidder's bond i	the amount of
	ollars (\$) which is not less than ten
percent (10%) of the lump sum bid, payable to	the City and which	ch is given as a guarantee that the
undersigned will enter into the contract if award	led the work.	

The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

The undersigned hereby certifies that I (we) have read and will comply with the affirmative action required hereof.

The names of all persons interested in the foregoing proposal as principals are as follows:

See attached				
		and the second s	***************************************	



Partnership Structure Outline

Monterey Peninsula Engineering, a California general partnership, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation. For the most part, the business has been in operation on central coast with the same management team since the 1980's. In 2000, a restructuring took place for succession and tax planning purposes. At that time, the original corporation entered into partnership with a new entity comprised solely of three officers of the existing corporation.

The Monterey Peninsula Engineering, a partnership <<< The contracting entity EIN 91-2080587 P.O. Box 2317 Monterey, CA 93942

Its Partners -

Monterey Peninsula Engineering, Inc. <The "original" March 1980 Corporation 50% Partner, EIN 94-2697245
Officers –

Bart J. Bruno, President
Peter J. Taormina, Vice President
Paul B. Bruno, Vice President
Paul B. Bruno, Secretary/Treasurer

MPE Management Group, Inc. <<< The "new" June 2000 management group 50% Partner, EIN 77-0554281 Officers –

Paul B. Bruno, President James B. Bruno, Vice President Peter J. Taormina, Secretary/Treasurer

Bart J. Bruno -

President, 1980 - Current

Responsible for overseeing coordination of all business activities

Peter J. Taormina -

Manager, VP of Engineering & Estimating, 1987-Current

Responsible for overseeing operations related to engineering, estimating, and project management.

James B. Bruno -

Manager, VP of Operations, 1981-Current

Responsible for all field operations, including project management and coordination. In charge of hiring, equipment acquisition and field safety issues.

Paul B. Bruno, CPA -

Manager, Chief Financial Officer, 1988-Current

Responsible for all finance, risk management and administrative duties. Oversees personnel matters and administers Company's safety program.



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS P.O. BOX 2317 MONTEREY, CA 93942 (831) 384-4081

SIGNATURE AUTHORITY for PARTNERSHIP

Monterey Peninsula Engineering, a California general partnership, CSLB #972425, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation.

Section 6, Other Matters, of the Statement of Partnership Authority filed with the California Secretary of State provides that:.

"Any officer of either general partner, Monterey Peninsula Engineering, Inc, and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to the conduct business and affairs of Monterey Peninsula Engineering, a general partnership."

The Officers of the two partner corporations are as follows -

Monterey Peninsula Engineering Inc.

Bart J. Bruno

President

James B. Bruno

Vice President

Peter J. Taormina

Vice President

Paul B. Bruno

Secretary/Treasurer

MPE Management Group, Inc.

Paul B. Bruno

President

James B. Bruno

Vice President

Peter J. Taormina

Secretary/Treasurer

Any Officer listed above of either Partner entity sign on behalf of the Partnership and can at as a Manager of the partnership.

Attachments

- > Statement of Partnership Authority filed with Secretary of State, March 21, 2002
- > MPE Management Group Corporate Resolution of Signature Authority
- Monterey Peninsula Engineering Corporate Resolution of Signature Authority



· ADDRESS: 318 CAYUGA STREET

State of California

Secretary of State

Form GP-1

. Bill Jones

IMPORTANT- Read instructions on back before co	mpleting form.
· · · · · · · · · · · · · · · · · · ·	·
NAME OF PARTMERSHIP . MONTEREY PENINSULA ENGINEERING	
STREET ADDRESS OF CHIEF EXECUTIVE OFFICE . CITYISTATE	COUNTRY ZIP CODE
192 HEALY ÁVENUE . MARINA, CA	USA 93933
I. STREET ADDRESS OF A CALIFORNIA OFFICE IF ANY CITY	ZIP CODE CA
PARTHERS (ATTACH ADDITIONAL PAGES, IF NECESSARY) AND MAINTAINED BY	AND MAILING ADDRESS OF AHMENT APPOINTED. THE PARTNERSHIP WHO WILL MUNITAIN A AND MAILING ADDRESSES OF ALL.
HAME: MONTEREY PENINGULA ENGINEERING, INC. HAME:	
ADDRESS: 192 HEALY AVE ADDRESS:	
CITY: MARINA STATE/COUNTRY: CA ZIP CODE. 93933 CITY:	
NAME: MPE MANAGMENT GROUP INC. STATE/COUNTRY:	
ADDRESS: 192 HEALY AVE ZIP CODE	OFTHO
CITY: MARNIA STATE/COUNTRY: CA ZIP CODE. 93933	
5. NAMES OF ALL PARTNERS AUTHORIZED TO EXECUTE INSTRUMENTS TRANSFERRING REAL PROPERTY (ATTACH ADDITIONAL PAGES, IF NECESSARY) PARTNER NAME: MONTEREY PENINSULA ENGINEERING, INCPARTNER NAME: PARTNER NAME: MPE MANAGMENT GROUP INC. PARTNER NAME:	OF THE PART NEASHIP
PARTNER NAME: PARTNER NAME: NOTHER MATTERS, IF ANY: (ATTACH ADDITIONAL PAGES, IF NECESSARY)	•
Any officer of either general partner, Monterey Paninsula Engineering, Inc. and MPE Ma contracts on behalf of the Partnership in order to conduct the business and affairs of Mongeneral partnership.	nagement Group. Inc., may execute nterey Peninsula Englneshig, a
NUMBER OF PAGES ATTACHED, IF ANY: NONE	ш.
THE FEMESOING STRUE AND CORRECT. SIGNATURE OF PARTNER MONTEREY PENINSUL ENGINEERING, NC. BY BART J BRUND. PREEMENT TYPE OR PRINT LAKE OF COUNTY AND STATE EXECUTED MONTEREY COUNTY AND STATE EXECUTED	For Sect-315/7 Of Stabilise 802002085012 FILE 1 DOCUMENT 7 TOTAL STABILITY FOR SECT-315/7 OF Stabilise 9575
SIGHATURE OF PARTHER DATE EXECUTED SIGHATURE OF PARTHER DATE EXECUTED MONTEREY COUNTY, CALIFORNIA TYPE OR PRINT NAME OF PARTHER COUNTY AND STATE EXECUTED	ENDORSED. FILED In the office of the State distribute MAR 2 1 2002
RETURN TO: NAME: LOMBARDO & GILLES	OIL JONES, Santary of State

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas MPE Management Group is a California corporation filed with California Swetary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and othelegal documents as part of its regular business activities.

Now, therefore be it resolved, that any one of the following officers

Paul B. Bruno

President

James B. Bruno

Vice President

Peter J. Taormina

Secretary/Treasurer

of the MPE Management Group be, and hereby is authorized, directed, and empowed for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further; that this corporation hereby ratifies and confirms the acts of its offers, agents and employees in heretofore obligating this corporation.

I, Peter J. Taormina, Secretary of MPE Management Group, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.

Peter J. Taormina, Secretary

5/22/17

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas Monterey Peninsula Engineering is a California corporation filed with Califonia Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any one of the following officers

Bart J. Bruno President
James B. Bruno Vice President
Peter J. Taormina Vice President
Paul B. Bruno Secretary/Treasurer

of the Monterey Peninsula Engineering be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signaline to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

I, Paul B. Bruno, Secretary of MPE Monterey Peninsula Engineering, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.

 $\frac{3}{2}$

Paul B. Bruno, Secretary

Licensed in accordance with an act providing for the regulations of contractors,
License No972425, Expiration Date04/30/22,
License Classification A.B. Haz Signatures: Peter J. Taormina, Manager
NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above.
Business Address: 192 Healy Ave., Marina, CA. 93933
Place of Business: Marina, CA.
Telephone Number: (831) 384 - 4081
Dated: January 04 , 2022.



A4 EXPERIENCE STATEMENT

The following outline is a record of the Bidder's recent experience in construction of a type similar in magnitude and character to that contemplated under this contract:

PROJECT OWNER, LOCATION &	PHONE	PROJECT	CONTRACT AMOUNT
	C A#bd		
	See Attached		
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	44-1
BANK REFERENCES			
Bank Name, Address & Phone	Type Accour	it	Account Number
Pinnacle Bank	Various Ad	counts	
1076 A Coulth Main Ct			
1276 A South Main St.			
Salinas, CA 93901			
Attn: Steve Wotherspoon, 831-42			



	MONTEREY PENINSULA ENGINEERING		enta l'accide l'agg	Sant Carlot	ar Landa Kara
24.58g	IOBINYENTORY/UST 2019/THRU2021/		AND TO SECURE AND ADDRESS.	THE RESERVE AND THE PARTY OF TH	MINISTER STATES
		SEASIDE COUNTY SANITATION DISTRICT SANTA CRUZ CITY SCHOOLS	SCOTT OTTMAR	831-899-6885	\$1,683,200.00
	VACUUM TRUCK WASTE RECEIVING STATION PROJECT NO. 19-PW-252	S COUNTY REGIONAL WASTEWATER AUTH	RALPH LE ROUX	831-419-0791	\$648,000.00
	SAFETY PERIMETER FENCE AND SITE IMPROVEMENTS	PAJARO VALLEY SCHOOL DISTRICT	SAEID VAZIRY	408-848-0480	\$1,080,000.00
			TOM MILLMAN	831-235-2201	\$640,000.00
\vdash	MONTEREY MAIN REPLACEMENTS 2019	CAL AM		831-392-3918	\$625,000.00
	PUNTA DEL MONTE MAIN REPLACEMENTS	CAL AM	LESLEY A SILVA LESLEY A SILVA	831-917-3224	\$1,631,650.00
	SALINAS COMMUTER RAIL STATION PACKAGE 1	TRANSPORTATION AGENCY OF MONTEREY C		831-917-3224 831-775-4415	\$951,353.00 \$7,487,989.00
		CITY OF SALINAS	PATRICK FUNG	831-758-7433	\$849,705.00
	FREEDOM ELEMENTARY SCHOOL STUDENT DROP-OFF & SITE IMPROVEMENT	PAJARO VALLEY SCHOOL DISTRICT	DAN WELCH	831-786-2380	\$1,186,000.00
	CONGRESS AVE ROAD REHABILITATION PROJECT (CIP 19-6)	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$959,377.00
	CHILD DEVELOPMENT SERVICES SHED IMPROVEMENT BRADLEY /ALIANZA	PAJARO VALLEY SCHOOL DISTRICT	DAN WELCH	831-786-2380	\$62,800.00
	SALINAS STORM WATER GRANT (PHASE 1A DRY WEATHER DIVERSION PROJECT)	MONTEREY ONE WATER	TOM KOURETAS	831-883-6178	\$1,648,000.00
		FREEDOM COUNTY SANITATION DISTRICT	MARCELLA BAILEY	831-454-2160	\$64,600.00
	HIGH MEADOWS BOOSTER PUMP STATION	CAL AM	LESLEY A SILVA	831-646-3225	\$679,000.00
	LOVERS LANE ROAD & DRAINAGE REPAIR	COUNTY OF SAN BENITO	GREG BUCKNELL	831-902-2160	\$97,615.00
	FY 2019/20 SEWER UNE REPLACEMENT PROJECT MONTE VERDE EXTENSION & 2ND AVE	CARMEL AREA WASTEWATER DISTRICT	RACHEL LATHER	B31-624-1248	\$91,100.00
	PINE AVENUE PEDESTRIAN IMPROVEMENT PROJECT	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$194,745.00
		COUNTY OF MONTEREY	ENRIQUE SAAVEDRA	831-755-8970	\$221,131.00
	2019 CITYWIDE STREET REPAIR	CITY OF MARINA	EDRIE DELOS SANTOS	831-884-1212	\$1,473,687.50
\Box	2019/20 OVERLAY PROGRAM BROADWAY CALIF ST & SOQUEL AVE PROJECT	CITY OF SANTA CRUZ	RICARDO VALDES	831-420-5160	\$670,569.90
	FY 2019/20 MOSS LANDING ROAD MANHOLE REPLACEMENT PROJECT	CASTROVILLE COMMUNITY SERVICES DISTRIC		831-633-2560	\$108,000.00
	CARMEL VALLEY PUMP STATION (CALAM)	CALIFORNIA AMERICAN WATER	LESLEY A SILVA	831- 9 17-3224	\$2,734,841.00
	RYAN RANCH BISHOP 8" INTERCONNECT (CALAM)	CALIFORNIA AMERICAN WATER	DONALD MONETTE	831-646-3290	\$1,656,210.00
	HIDDEN HILLS - TIERRA GRANDE INTERCONNECT PROJECT (CALAM)	CALIFORNIA AMERICAN WATER	DONALD MONETTE	831-646-3290	\$2,389,505.00
	DOWNTOWN COMPLETE STREETS IMPROVEMENTS PROJ # 9090 FED HSIPL-5045(032)	CITY OF SALINAS	ANDREW EASTERLING	831-758-7241	\$7,324,483.99
	SEASIDE SENIOR LIVING FACILITY SEWER RELOCATION	JF CONSTRUCTION COMPANY	MITCH STANLEY	503-675-3925	\$275,000.00
2020	LOWER STILLWELL NEIGHBORHOOD REDEVELOPMENT—MTRY BAY MILITARY HOUSING	CLARK REALTY BUILDERS LP	TYLER TREITMAN	831-583-2722	\$121,000.00
	RECREATIONAL TRAIL ACCESSIBILITY IMPROVEMENTS RE BID(2)—LOVERS POINT	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$479,150.00
	MAIN STREET STREETSCAPE IMPROVEMENTS PROJECT 9230	CITY OF SALINAS	PATRICK FUNG	831-758-7433	\$7,896,492.00
	CARMEL KNOLLS MAIN REPLACEMENT	CALAM	LESLEY SILVA	831-917-3224	\$898,000.00
	CANYON DEL REY CMP SEWER MAIN REPLACEMENT. PROJECT	CITY OF SEASIDE	SCOTT OTTMAR	831-899-6885	\$1,368,180.00
	SEASIDE HIGH SCHOOL FIELD PROJECT INCREMENT 1 #B242	MONTEREY PENINSULA UNIFIEO SCHOOL DIS		831-226-957B	\$6,098,500.00
	SALINAS COMMUNITY SCHOOL	AVILA CONSTRUCTION	CHRIS CHINN	831 582-8124	\$480,000.0
	CITY HALL CAMPUS PARKING LOT PROJECT	CITY OF SANTA CRUZ	RICARDO VALDES	831-420-5198	\$77,396.0
	FOREST LODGE ROAD CURB GUTTER & SIDEWALK IMPROVEMENTS CIP20-02	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$205,325.0
	STREET REHABILITATION ON CENTRAL AND DAVID AVENUE	CITY OF PACIFIC GROVE	DANIEL GNO	831-648-5722	\$1,143,972.0
-	ANGLE ALLEY SANITARY SEWER IMPROVEMENT	CITY OF SANTA CRUZ	STEVE WOLFMAN	831-420-542B	\$75,460.0
	STRUCTURAL SLAB FOUNDATIONS		GUY PETRABORG	831-264-6385	\$247,000.0
	WET-DRY WEATHER STORM WATER CAPTURE AND DIVERSION PROJECT	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$3,585,260.0
	SEASIDE HIGH SCHOOL SANITARY SEWER LIFT STATION #8091	MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT	RICHARD MICKEY	831-226-9578	\$128,500.0
	THISTLE MANOR APARTMENTS	AUSONIO	MOG CABATU	B31-596-4561	\$449,850.0
	CASA DE NOCHE BUENA REHAB PROJECT FOR COMMUNITY HUMAN SERVICES	WILLIAM A THAYER CONSTRUCTION, INC	WILLIAM THAYER	831-641-9147	\$65,000.0
	CASA VERDE/HELVIC/PORTOLA/MCNEAR INTERSECTION IMPROVEMENTS	CITY OF MONTEREY	MAX RIESER	831-646-3887	\$550,749.0
	REGIONAL URBAN WATER AUGMENTATION PROJECT	MARINA COAST WATER DISTRICT	DON WILCOX	831-883-5935	\$8,821,665.0
	PINE STREET BDD BLOCK STORM DRAINAGE IMPROVEMENTS	CITY OF MONTEREY	TONY HERNANDE2	831-242-8724	\$623,948.0
	SONOMA SPORTS COURT	CITY OF SEASIDE	LESUE LLANTERO	831-899-6832	\$93,590.0
	MARINA CHILD DEVELOPMENT CENTER PAVING INCREMENT 1 PROJECT #8083	MONTEREY PENINSULA UNIFIED SCHOOL DIS		831-233-8832	\$151,500.0
	CIP WASTEWATER COLLECTION SYSTEM PHASE B	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$791,250.0
			CRIS ROSETE	661-837-7233	
	US ROUTE 101 & MAIN ST (SR-1B3) MAIN REPLACEMENT PROJECT B-1/B-2 HUCKLEBERRY HILL SERVICE PUMP IMPROVEMENT	CALIFORNIA WATER SERVICE COMPANY	ALISSA KISPERSKY	831-646-3226	\$3,831,925.0
		CALIFORNIA AMERICAN WATER			\$612,000.0
	MARINA CHILD DEVELOPMENT CENTER GRANT PROJECT #8261 - PAVING	MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT	STEVE PICHLER	831-233-8832	\$203,000.0
2021	LOWER STILLWELL NEIGHBORHOOD PH 1 SITEWORKMTRY BAY MILITARY HOUSING	CLARK REALTY BUILDERS LP	TYLER TREITMAN	831-583-2722	\$7,990,492.0
	MARINA HAMPTON INN	8UFFALO CONSTRUCTION	KEVIN MONTGOMERY	(623) 298 8061	\$885,000.0
	BOOKER STREET UFT STATION IMPROVEMENTS	WATHEN CASTANOS HOMES	DAN GARSON	805-310-2498	\$749,000.0
	POINT PINOS TRAIL	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$2,412,890.0
	PORT FIROS TRAIL			1	£3.133.550.0
	ORD VILLAGE LIFT STATION & FORCE MAIN REPLACEMENT PROJECT	MARINA COAST WATER DISTRICT	DON WILCOX	831.883.5935	\$2,133,330.0
	ORD VILLAGE LIFT STATION & FORCE MAIN REPLACEMENT PROJECT CSIP WELL SITE 03R50 REPAIR PROJECT	MONTEREY ONE WATER	JERRY VALLADAO	831-883-6179	\$2,133,550.0 \$236,500.0
	ORD VILLAGE LIFT STATION & FORCE MAIN REPLACEMENT PROJECT				



Santa Cruz Mountains Trail Stewardship Representative Projects







Cotoni - Coast Dairies Unit, California Coastal National Monument, Davenport, CA

SCMTS staff have worked closely with the BLM on trail planning, design and construction for a new trail system on this recent addition to the California Coastal National Monument on the coast north of Santa Cruz. SCMTS staff performed GIS analysis including LiDAR data

processing, performed field reconnaissance including assessment of existing road infrastructure, developed a recreation opportunities and constraint analysis, and worked closely with the BLM Recreation Planner and Resources staff to develop the trail corridors for environmental review. Construction of the trails by SCMTS is currently underway.



Westside Santa Cruz Pump Track, Santa Cruz, CA

Construction started June 2021, Completed July 2021

SCMTS led the design, fundraising, and construction for the new 5,000sf asphalt pump track to replace an existing dirt track managed by the City of Santa Cruz.





Ramsay Park Pump Track, City of Watsonville, CA

Construction started October 2020, completed March 2021

SCMTS led the design, fundraising and construction of this 22,000 sf asphalt pump track for the City of Watsonville. Track construction included installation of 500' of storm drainage pipes and 15 inlets, placement and shaping of 3,000 tons of fill, hand placement of 20,000 sf asphalt, 8,000 sf of native grass turf and native landscaping including drip irrigation, and split rail fence installation.









Saratoga to Sanborn Trail, Saratoga Quarry Park, Saratoga, CA

Construction started November 2019, Completed October 2020

Length: 3.5 miles

SCMTS was the contractor for this multi-use trail for the City of Saratoga which included construction of four bridges ranging from 20' to 70', 3.5 miles of trail through steep and rocky terrain, 18 switchbacks, 3 culverts and approximately 1000' of dry stacked rock retaining wall. Three of the bridges (35', 50', 70') utilized segmented steel I-beam stringers, and all bridge materials were transported to the site along the 4' wide trail corridor.





East Glenwood Open Space Trails, Scotts Valley, CA Construction started January 2019, completed Oct 2020

Length: 3 miles

Design and construction of 3 miles of hiking only trail at the Glenwood Open Space Preserve for the Land Trust of Santa Cruz County and City of Scotts Valley. Project included working closely with Land Trust resource management staff to design a trail system that minimizes impacts to habitat for several listed plant and insect species, accommodated grazing by cattle, and provided a range of hiking loop experiences and distances and connections to neighborhood access points. Trails were constructed by hand and machine on steep slopes and other work included installation of turfstone armoring, wooden crib walls and wooden steps. The trail network buildout also included construction of a 48' bridge across Carbonera Creek and 55' boardwalk through a seasonal wetland.

A5 DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4113 of the Public Contracts Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below the name, license number/public works contractor registration number (i.e. DIR #), and the location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed under the Contract Documents to which the attached proposal is responsible, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (0.50 %) of the undersigned's total aggregate bid.

DIVISION OF WORK	SUBCONTRACTOR D	IR#	ADDRESS
LANDSCAPE	LONESTER LANDSCAPE INC.	160000 2345	POBOX #70 SANMACTINCA 95
PUMPTEACK	SANTA CRUZ MOUNTAINS TRAIL STENARDSHIP		POBOX 331 SANTA CRUZ CA93
		~	
		$\sim M$	
	Ву_		
	- X	Bidder's Signatu	re

Peter // Taormina, Manager



A6 PROPOSAL GUARANTEE BOND

(To Accompany Bid)

THAT we MONTEREY PENIS	NSULA ENGINEERING	as Principal, here	inafter called the Principal, and
THE CONTINENTAL INSURAN	CE COMPANY		, a corporation duly
Hillcrest Avenue, Marina, (10%) of the total amount Ten Percent of the Total Amount of the (10% of the Total Amount of the Bid Proposal) Dollars	severally held ar California, herein of the bid propose he Bid Proposal of lawful money	nd firmly bound unto nafter called the Obsal of the Principal of the United State	as Surety, hereinafter called to the City of Marina, whose address is 211 sligee, each in the penal sum of ten percent for the work, this sum not to exceed so of America for the payment whereof unto the thomselves forever firmly by these
presents.	and Surety Jointy	y and severally bin	d themselves forever firmly by these
WHEREAS, The Principal	l Is herewith subn	nitting this offer for	the fulfillment to the Obligee for:
the Principal within the tin to the Obligee an agreem with evidences of Insuran Obligee the performance for the prompt payment of void; otherwise, the obligate Obligee the difference in a amount for which Obligee	condition of this one specified in the ent in the form proce, and if the Printon for faithful procession to remain in money between the legally contracts	obligation is such if a proposal for such rovided herein and acipal within the time performance of the ials on the forms profull force and effect he total amount of with another party	the Principal is awarded the contract, and is contract enters into, executes and delivers incorporated by this reference, complete he specified in the proposal gives to the contract and the labor and materials bond revided herein, then this obligation shall be at and Principal and Surety will pay unto the the proposal of the Principal and the to fulfill the contract if the latter amount be fility exceed the total sum hereof.
	of any kind or na	iture whatsoever th	ety shall be liable under this obligation as at will not discharge the Principal shall
			n shall be binding upon and inure to the respective heirs, administrators, successors
	[S	ignature page follo	ws]



Signed thisday of _	December , 20 21 .
(Corporate Secretary) Sandra L. Bruno, Admin.	
(Corporate) (Seal) ()	By: KD Wapato Title: Attorney-in-Fact Legal Address: 151 N. Franklin Street Chicago IL 60606
Attest: (Corporate Secretary) Vand	essa Fong, Witness

[All signatures must be notarized-attach notary to all signatures]



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Monterey			
On January 4, 2022 before me	Sandra L. Bruno, Notary Public (insert name and title of the officer)		
personally appeared Peter J. Taormina	,		
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing		
WITNESS my hand and official seal.	SANDRA L. BRUNO COMM. #229303 Notary Public-California		
Signature Mullin Lineur	County of Monterey My Comm. Exp. June 23,2023		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	
County of Los Angeles	
person(s) whose name(s) is/s he/she/they executed the sam	fore me, R. Rivas, Notary Public, personally appeared proved to me on the basis of satisfactory evidence to be the subscribed to the within instrument and acknowledged to me that he in his/her/their authorized capacity(ies), and that by-his/her/their at the person(s), or the entity upon behalf of which the person(s) nt.
R. RIVAS	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Notary Public - California Orange County Commission # 2315435 My Comm. Expires Dec 13, 2023	WITNESS my hand and official seal.
	Signature Signature of Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Tom Branigan, Edward C Spector, Lisa K Crail, Simone Gerhard, B Aleman, K D Wapato, April Martinez, Samantha Fazzini, Marina Tapia, Donna Garcia, Rosa E Rivas, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of February, 2019.

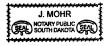


The Continental Insurance Company

aul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th day of February, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

CERTIFICATE



The Continental Insurance Company

. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



A7 NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

Peter J. Taormina
being duly sworn, deposes and says that he/she is:
Manager
Manager Sole owner, Partner, President, Secretary, etc., of
colo omior, i aranor, i rochaoria, cocharary, cici, cr
Monterey Peninsula Engineering
the party making the foregoing bid, that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a raise or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder, or anyone else, to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract, or anyone interested in the proposed contract; that all statements contained in such bids are true; and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in his general business; that the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering the bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository. Signed By Peter J. Taormina
Subscribed and sworn to before me this
day of, 2022.
See Attached
Notary Public in and for the County of
State of California



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Monterey)		
On January 4, 2022	_ before me, _	Sandra L. Bru	uno, Notary Public ne and title of the officer)
personally appeared Peter J. Ta	aormina	•	
who proved to me on the basis of s	satisfactory ev t and acknowl s), and that by	edged to me to his/her/their	• , ,
I certify under PENALTY OF PERJ paragraph is true and correct.	URY under th	ne laws of the	State of California that the foregoing
WITNESS my hand and official sea	al.		SANDRA L. BRUNO COMM. #2290303
Signature Audu 29	Runo	(Seal)	Notary Public-California County of Monterey My Comm. Exp. June 23,2023

CONTRACT DOCUMENTS TO BE SUBMITTED (A8-A11)

A8 LOCAL HIRING REQUIREMENT

LOCAL HIRING REQUIREMENT

Pursuant to Chapter 13.02 of the City of Marina Municipal Code, unless such provision would conflict with a state or federal law or regulation applicable to a particular contract for public works or improvement, all City contracts for public works or improvement subject to competitive bidding requirements shall contain provisions pursuant to which the contractor promises to make a good faith effort, to include but not limited to requesting the assistance of local labor union hiring halls or other community resources designated by the city, to hire qualified individuals who are residents of the Monterey Bay area in sufficient numbers so that no less than eighty percent (80%) of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is composed of Monterey Bay area residents.

The contractor shall keep an accurate record on a standardized form showing the name, place of residence, type classification, hours employed, proof of journey person or apprenticeship status, per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, on the specific public works project, including full-time, part-time, permanent and temporary employees and make such records available to the city, upon request, within five working days.

The contractor shall keep, and provide to the city, on forms acceptable to the city, an accurate record documenting compliance with this chapter. Such records shall include: a listing by name and business address of all local recruitment sources contacted by the contractor, the date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires made as a result of the contact, the identity and business address of the person(s) hired pursuant to the contact.

The good-faith local hiring provisions of this chapter shall bind the contractor both with respect to persons hired directly by the contractor and to all persons hired by the contractor's subcontractors. The contractor shall be responsible for assuring that all subcontractors document such compliance by submitting the forms required.

The contractor shall include the following language and a copy of this chapter as may be amended from time-to-time in all contracts with contractor's subcontractors:

"This contract is for labor or materials for a City of Marina public works project. As a subcontractor on a City project, you are required to comply with all of the requirements of the Marina local hiring preference ordinance, Marina Municipal Code, Chapter 13.02, attached hereto and incorporated herein by reference. Failure to comply with the provisions of the local hiring preference ordinance may subject the contractor and/or subcontractor to criminal prosecution and shall subject the contractor and/or subcontractor to disqualification from eligibility for City of Marina contracts."

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.



Bidders are responsible for familiarizing themselves with the City on Marina Local Hiring for Public Works, contents thereof before signing the certifications required below.

The local hiring requirement shall not apply under the following circumstances:

- a) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- b) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- c) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. Example: Slurry and Micro surfacing work



CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS

(Prime Contractor - To be Submitted with Bid)

I, Peter J Taormina, Manager, a	licensed contractor, or responsible managing officer, of
certify, under penalty of perjury, that I have me set forth in the Marina Municipal Code chapte that during the performance of the contract, I si showing the name, place of residence, type cla apprenticeship status, per diem wages and ber contractor's subcontractors, on the specific put and temporary employees and make such recodays. I shall keep, and provide to the city, on for documenting compliance with this chapter. Such address of all local recruitment sources contact contact and the identity of the person contacted requested, the number of local hires made as a the person(s) hired pursuant to the contact. I un subcontractor working under my direction, com-	ninsula Engineering, do hereby to made a good-faith effort to meet, the requirements in 13.02 "Local Hiring For Public Works". Further, I certify hall keep an accurate record on a standardized form assification, hours employed, proof of journey person or nefits of each person employed by the contractor, and the blic works project, including full-time, part-time, permanent or do available to the city, upon request, within five working orms acceptable to the city, an accurate record on the records shall include: a listing by name and business ted by the contractor, the date of the local recruitment do, the trade and classification and number of hire referrals a result of the contact, the identity and business address of the date of that I am responsible for insuring that any uplies with this ordinance, including submitting a rey Bay Residents, and to keeping accurate records as
	Signature
Peter J. Taormina, Manager	Printed Name and Title
01/04/2022	Date
U 1/UT/LULL	Date





City of Marina
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1212
Marina@ci.marina.ca.us

ADDENDUM NO. 1

GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK PROJECT NO. QLP2006

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum on the bid proposal form and include a signed copy of the addendum.

PROJECT TITLE: GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK

To All Bidders.

Bidding documents are amended as follows:

Virtual bid opening will be held via Zoom meeting. Bid proposals will be read by the City Public Works
Director or his designee and virtually broadcasted through Zoom Meeting. Following is the information to
join the virtual bid opening.

Join Zoom Meeting

https://us02web.zoom.us/j/81902679961?pwd=N1lOckV6MEtYM1lSRVFlTzUrdlhFdz09

Meeting ID: 819 0267 9961

Passcode: 400183 One tap mobile

- +16699006833,,81902679961#,,,,*400183# US (San Jose)
- +13462487799,,81902679961#,,,,*400183# US (Houston)

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 253 215 8782 US (Tacoma)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 819 0267 9961

Passcode: 400183

ADDENDUM 1 Page 1 of 2

PLANS:

1. No Amendments.

SPECIFICATIONS:

1. A1 "NOTICE TO BIDDERS" is amended by replacing eighth paragraph with the following text.

Due to COVID-19 Public Health Order social distancing requirements, Bidding Documents are on file and public may download from the City website, https://www.cityofmarina.org/bids.aspx. In order to receive addenda or other bidding documents, you must register as a document (plan) holder on EbidBoard.

https://www.ebidboard.com/public/projects/index.asp?mbrguid=CF4D2931-AD66-4F34-96CC-64E09CE3907E at no cost . Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. Hard copies can be obtained by calling (831) 884-1212, for a non-refundable sum of \$50.00 for each set of Pans and Specifications. An additional postage charge of \$5.00 for mailing.

Inquiries regarding bids shall be emailed to Rick Riedl at rickr@wallacegroup.us or Edna Gomez, egomez@cityofmarina.org. Responses to all inquiries shall be sent out through email and posted on the city website at https://www.cityofmarina.org/bids.aspx.

Addendum # 1 issued November 18, 2021 by:

Brian McMinn P.E/P.L.S., City Engineer

We the undersigned bidder, have given careful consideration to this Addendum and hereby incorporate it into our proposal.

Signature:

Date:

Peter J. Taomina, Manager

01/04/2022

NO BID PROPOSAL SHALL BE CONSIDERED WITHOUT THIS ADDENDUM SIGNED BY THE BIDDER AND ATTACHED TO THE BID PROPOSAL.



City of Marina
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1212
Marina@ci.marina.ca.us

ADDENDUM NO. 2

GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK PROJECT No. QLP2006

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum on the bid proposal form and include a signed copy of the addendum.

PROJECT TITLE: GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK

To All Bidders,

Bidding documents are amended as follows:

- 1. Bid opening date is extended to Tuesday December 21, 2021 at 3:00 p.m.
- 2. Engineer's Estimate of Probable Construction Cost for the Base Bid plus Add Alternates #1 through #4 is \$1,222,566 to \$1,362,811.
- 3. Potential bidders are encouraged to register on Ebidboard. Registering on Ebidboard allows you to automatically receive updates to the bidding documents.

PLANS:

1. No Amendments.

SPECIFICATIONS:

1. No Amendments.

Inquiries regarding bids shall be emailed to Rick Riedl at rickr@wallacegroup.us or Edna Gomez, egomez@cityofmarina.org. Responses to all inquiries shall be sent out through email and posted on the city website at https://www.cityofmarina.org/bids.aspx.

ADDENDUM 2 Page 1 of 2

Addendum # 2 issued December 8, 2021 by:

Brian McMinn P.E/P.L.S., City Engineer

	ned bidder, have given careful consideration t	o this Addendum and hereby incorporate it into our
proposal.		
Signature:		
Date:	Peter J. Taomina, Manager	01/04/2022

NO BID PROPOSAL SHALL BE CONSIDERED WITHOUT THIS ADDENDUM SIGNED BY THE BIDDER AND ATTACHED TO THE BID PROPOSAL.



City of Marina
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1212
Marina@ci.marina.ca.us

ADDENDUM NO. 3

GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK PROJECT NO. QLP2006

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum on the bid proposal form and include a signed copy of the addendum.

PROJECT TITLE: GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK

To All Bidders,

Bidding documents are amended as follows:

1. Replace the plan sheets and specification sections as indicated below.

PLANS:

1. **REPLACE SHEET:** Replace Sheet D2.1, "Construction Details" in its entirety with Sheet D2.1 Revised 12/07/2021 per Addendum No. 3 attached hereto.

SPECIFICATIONS:

- 1. **PROPOSAL FORM:** Replace Section A3, "Proposal Form" in its entirety with Section A3, "Proposal Form Rev. per Addendum 3" attached hereto.
- 2. **TECHNICAL SPECIFICATION:** Replace Section 01 30 00, "Alternates" in its entirety with Section 01 30 00 Revised per Addendum 3 attached hereto.

RESPONSES TO QUESTIONS:

Comment	Response	Specification Reference
What is the landscaping within the interior of the pump track?	Landscaping within the pump track interior is mulch. See Specification 32 90 00 for mulch type	Sec 32 90 00
There is not enough grading information on the plans to construct the pump track (e.g. superelevation).	The request on missing grading information needs to be more specific. Bidders are directed to Specification Section 31 20 01 Part 1.04, "Quality Assurance" which states minimum Contractor Qualifications. Bidders are reminded to complete Section A, "Experience Statement," to summarize bidders qualifications showing satisfactorily completing the installation of four (4) similar Bike Park projects.	Sec. A4
Is there an edge band to paving on the pump track?	No	
Which HMA mix design for the pump track – vehicle or pedestrian?	See Technical Specification Section 32 18 01 Bike Park Asphalt Paving.	Sec 32 18 01
What material is the prime coat?	See Technical Specification Section 32 18 01 Bike Park Asphalt Paving.	Sec 32 18 01
How much oversight will be offered by the pump track designer? At what points are inspections performed?	Pump track designer will be on site four (4) times to review at Rough Grading, Fine Grading, Paving, & Final Inspection.	
Who performs compaction testing?	Testing will be performed by the City. The Contractor is responsible for demonstrating acceptable compaction for any failed tests. Cost of additional testing will be borne by the Contractor.	Sec. 32 20 01 Part 3.16.C
Can excavated material be used to construct the track?	Yes, see Technical Specification Section 31 20 01 Bike Park Earthwork, Part 1 definitions	Sec 31 20 01
Are the midfield fines removed and replaced with DG path?	No, the infield fines are not removed where the DG path is proposed. The existing infield fines to be removed in bid alternate #3 are to allow for planting.	Sheet L3.1

Sheet /

		Sneet /
Comment	Response	Specification
		Reference

S is for the split rail fence at the rack and Bid Alt. #2 is for the and gate near the building See stion of the bid alternates on cover	Sheets C0.0 & L7.1; Sec A3 Rev.1
part of Bid Alternate #3 – see biton for the demolition legend on _3.1. If Bid Alt. #3 is not awarded, e area will remain as infield fines. If #3 is awarded and Bid Alt.#4 caping) is not awarded, then the here the infield fines are ated for removal may be clarified	Sheet L3.1
all-out #4 on Sheet L7.1 defines ation of the header within the	Sheet L7.1
r restoration of site where the fines emoved. A header is not required	Sheets L3.1 & L7.1
01 30 00 included with this dum. Bid Alt. #5 is for 12-months ape maintenance as shown on C0.0. Bid award is based upon	Sheet C0.0; Sec 01 30 00 Rev. 12/08/2021
01, "Bike Park Earthwork," Part Soil Materials," for acceptance of	Sec 31 20 01
fer to call-out 6 in Sheet L7.1 g to Detail D on Sheet D2.3.	Sheets L7.1 & D2.3
	has been revised to clarify that Bid is for the split rail fence at the track and Bid Alt. #2 is for the gand gate near the building See oftion of the bid alternates on cover 20.0 and material sheet L7.1. moval of the infield fines in that part of Bid Alternate #3 – see oftion for the demolition legend on L3.1. If Bid Alt. #3 is not awarded, e area will remain as infield fines. If #3 is awarded and Bid Alt.#4 caping) is not awarded, then the here the infield fines are ated for removal may be clarified in a construction change order. The header is required along the entire call-out #4 on Sheet L7.1 defines ation of the header within the grifield fines to define the path. The areferred to is proposed as a turfor restoration of site where the fines emoved. A header is not required en the turf area and the picnic area. The areferred to is proposed as a turfor restoration of site where the fines emoved. A header is not required en the turf area and the picnic area. The areferred to is proposed as a turfor restoration of site where the fines emoved. A header is not required en the turf area and the picnic area. The areferred to is proposed as a turfor restoration of site where the fines emoved. A header is not required en the turf area and the picnic area. The areferred to is proposed as a turfor restoration of site where the fines emoved. A header is not required en the turf area and the picnic area. The areferred to is proposed as a turfor restoration of site where the fines emoved. A header is not required en the turf area and the picnic area. The areferred to is proposed as a turfor restoration of site where the fines emoved. A header is not required en the turf area and the picnic area. The areferred to is proposed as a turfor restoration of site where the fines emoved. A header is not required entire turfor the picnic area and the picnic area.

Comment	Response	Sheet / Specification Reference	
Bid Item #4 for is for drainage and utilities but there are no real drainage plans other than the dry well for the drinking fountain. Is there any storm drain associated within the pump track? Or any other drainage on the project?	The dry well for the drinking fountain is the only drainage structure.		
Alt #2 – Pump Track Entry Sign. Is there a detail for the sign?	Please see revised Sheet D2.1, Detail I included with this addendum.	Sheet D2.1 Rev. 1	

Inquiries regarding bids shall be emailed to Rick Riedl at rickr@wallacegroup.us or Edna Gomez, egomez@cityofmarina.org. Responses to all inquiries shall be sent out through email and posted on the city website at https://www.cityofmarina.org/bids.aspx.

Addendum # 3 issued December 10, 2021 by:

Brian McMinn P.E/P.L.S., City Engineer

We the undersigned bidder, have given careful consideration to this Addendum and hereby incorporate it into our proposal.

Signature:

Date:

Peter J. Taormina, Manager

01/04/2022

NO BID PROPOSAL SHALL BE CONSIDERED WITHOUT THIS ADDENDUM SIGNED BY THE BIDDER AND ATTACHED TO THE BID PROPOSAL.

SECTION 01 30 00

ALTERNATES

PART 1 - GENERAL

1.01 SUMMARY

A. Scope of work:

- Alternate Bids shall state the NET AMOUNT to be ADDED TO or DEDUCTED FROM the BASE BID PRICE or the CONTRACT SUM, as applicable.
- The changes described in each Alternate shall only become incorporated into the work if the Owner elects to proceed with one or more or any combination of the Alternative and amends the Owner-Contractor Agreement accordingly. Alternate selections may occur prior to the Contract Date, or may, by the Agreement, be deferred for possible selection at a subsequent date.
- Acceptance or Rejection: Acceptance or rejection of each Alternate Bid is at the discretion of the Owner. None, any, or all Alternate Bid item(s) may be accepted or rejected <u>in any sequence</u> by the Owner.
- 4. Costs: Include under each Alternate Bid the net amount of all changes in costs, whether additive or deductive, resulting to the work affected by the Alternate Bid item(s).
- 5. Modifications to the work shall require furnishing and installing the selected Alternate materials and labor to the satisfaction of the Owner's Representative at no additional cost to the Owner other than described in the applicable Alternate Bid.
- Extent of Alternate Bid Items: Bidders shall determine the full extent of work affected by each
 Alternate and shall make full and proper allowance for such extent in the preparation of the
 Alternate Bid.
- 7. Furnish all labor, materials, equipment, facilities, transportation, and services to complete all work relating to each Alternate listed below.
- 8. No increase in Contract days or extension of Contract completion schedule shall be made for work required by Alternate Bid improvements.
- B. Related sections can include, but are not necessarily limited to:
 - 1. All applicable sections of the Specifications.

PART 2 - PRODUCTS

2.01 ALTERNATE "#1":

Furnish all labor, materials, equipment, facilities, transportation, and services to complete all work
relating to the installation of the PBR intermediate curved wall rides at the Pump Track as shown on
Drawing sheets further described by other applicable portions of the Contract Documents.

2.02 ALTERNATE "#2":

 Furnish all labor, materials, equipment, facilities, transportation, and services to complete all work relating to the installation of the chain-link fencing at the building, bike racks, bike repair station, standard parking stall stripping, and the pump track entry signage as shown on Drawing sheets further described by other applicable portions of the Contract Documents.

2.03 ALTERNATE "#3":

 Furnish all labor, materials, equipment, facilities, transportation, and services to complete all work relating to the demolition and removal of the existing netting, ADA parking stall stripping, scoreboard, infield fines, ADA parking sign footings and posts, accessible curb ramp; and removal and salvage of ADA parking sign; and the installation of asphalt paving at existing ADA curb ramp as shown on Drawing sheets further described by other applicable portions of the Contract Documents.

2.04 ALTERNATE "#4":

 Furnish all labor, materials, equipment, facilities, transportation, and services to complete all work relating to the installation of mulch area, drip zone irrigation, native planting at outside of pump track, native planting at infield area, tree planting and irrigation, and sixty-four (64) working days of landscape maintenance for this additional landscaping, as shown on Drawing sheets further described by other applicable portions of the Contract Documents.

2.05 ALTERNATE "#5":

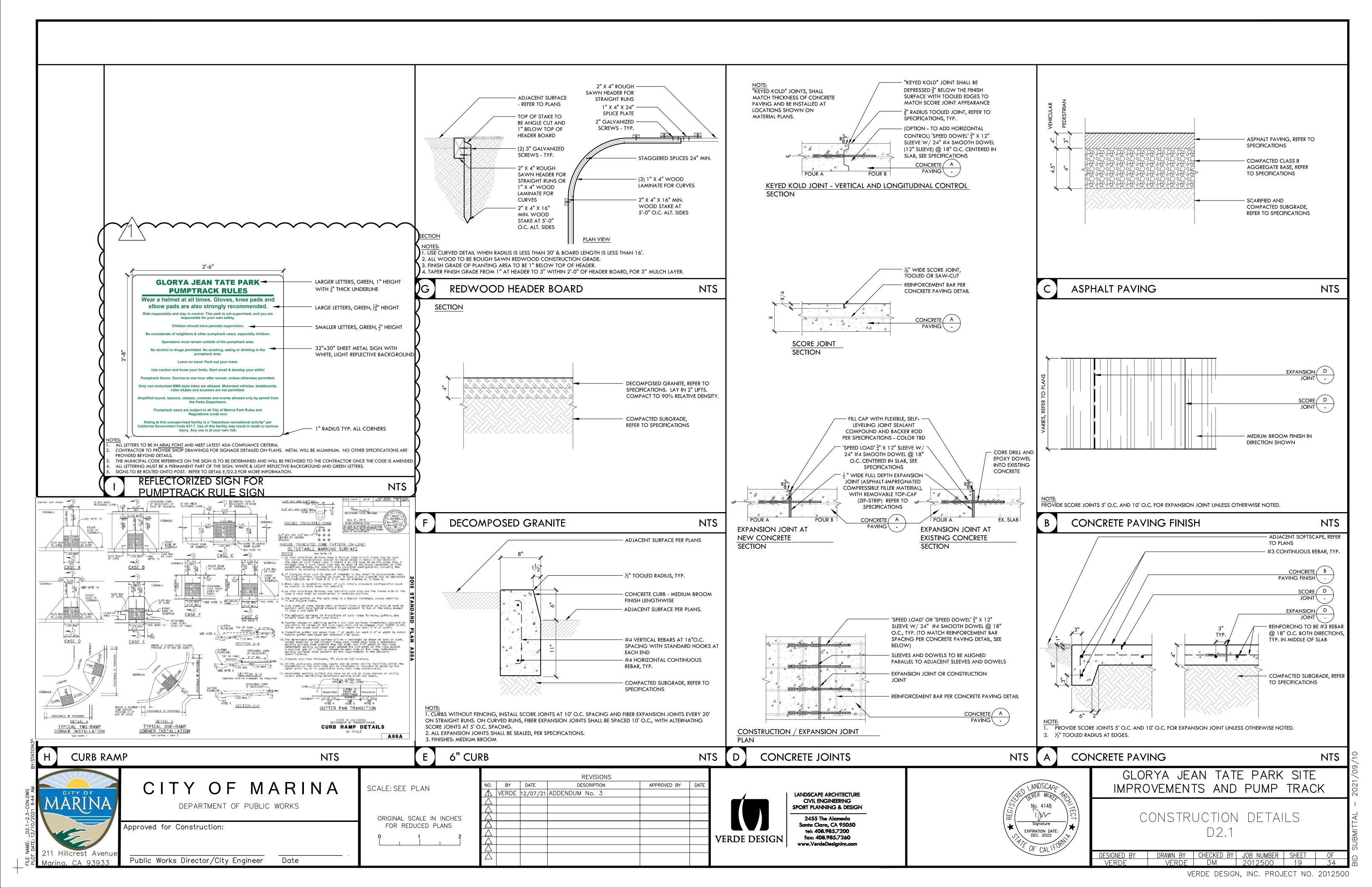
 Furnish all labor, materials, equipment, facilities, transportation, and services to complete all work relating to the maintenance for three hundred sixty-five (365) calendar days for all the landscape at the site, including native planting at outside of pump track, native planting at infield area, tree planting and irrigation, and drip zone irrigation, as shown on Drawing sheets further described by other applicable portions of the Contract Documents.

PART 3 - EXECUTION

3.01 ADVANCE COORDINATION BY CONTRACTOR

 Upon Owner acceptance of any Alternate, all personnel and material suppliers affected shall be immediately notified by the contractor as to the nature and extent of additional or lesser work implied by such acceptance.

END OF SECTION





City of Marina
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1212
Marina@ci.marina.ca.us

ADDENDUM NO. 4

GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK PROJECT NO. QLP2006

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum on the bid proposal form and include a signed copy of the addendum.

PROJECT TITLE: GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK

To All Bidders.

Bidding documents are amended as follows:

1. Replace the specification section as indicated below.

PLANS:

1. No change.

SPECIFICATIONS:

 TECHNICAL SPECIFICATION: Replace Section 31 20 01, "Bike Park Earthwork" in its entirety with Section 31 20 01 Revised per Addendum 4 attached hereto. Please note that Part 1.04.A, "Contractor Qualifications," has been revised to eliminate "rough grading" from the scope of the "specialty work." Inquiries regarding bids shall be emailed to Rick Riedl at rickr@wallacegroup.us or Edna Gomez, egomez@cityofmarina.org. Responses to all inquiries shall be sent out through email and posted on the city website at https://www.cityofmarina.org/bids.aspx.

Addendum # 4 issued December 14, 2021 by:

Brian McMinn P.E/P.L.S., City Engineer

We the undersigned bidder, have given careful consideration to this Addendum and hereby incorporate it into our proposal.

Signature:

Date:

Peter J Tagmina, Manager

01/04/2022

NO BID PROPOSAL SHALL BE CONSIDERED WITHOUT THIS ADDENDUM SIGNED BY THE BIDDER AND ATTACHED TO THE BID PROPOSAL.

SECTION 31 20 01

BIKE PARK EARTHWORK

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for bike park asphalt pavements.
 - 2. Subbase course for bike park asphalt pavements.
 - 3. Subsurface drainage backfill for walls and trenches.
 - 4. Excavating and backfilling trenches for underground utilities and drainage systems.
 - 5. Grading of areas to receive topsoil.
 - 6. Moving and spreading previously stockpiled topsoil.

1.02 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation (Over-Excavation): Excavation below subgrade elevations of unsatisfactory soil materials as directed by the Owner's Representative. Additional excavation and replacement material may be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10-feet (3 m) in width and pits more than 30-feet (9 m) in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by the Owner's Representative.
- F. Fill: Soil materials used to raise existing grades to subgrade elevation.
- G. Structural Fill: Satisfactory soil material obtained from on-site excavations required for embankment construction within the zone of influence and meeting the specified material requirement.
- H. General Fill: Satisfactory soil material obtained from common excavation, unsuitable material excavation, and off-site borrows, locations if necessary for backfilling and embankment construction in all areas not within the zone of influence and meeting the specified material requirements. General fill material shall also include crushed aggregate materials resulting from building and site improvement demolition activities. Crushed concrete, asphalt, brick and masonry free of finishes, paints, coatings, wire mesh and reinforcing steel may be used as general fill material with a maximum particle size of 2-inches in diameter.

- I. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material ³/₄-cubic yards or more in volume that when tested by the Independent Testing Agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100-blows per 2-inches.
- J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving.
- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Utilities include on-site underground pipes, conduits, ducts, and cables.

1.03 SUBMITTALS

- A. Product Data for the following (where required and if specified):
 - 1. All import material per source.
 - 2. All Class II Aggregate Base Material.
 - 3. Drainage fabric.
 - 4. Separation fabric.
- B. Samples: For the following:
 - Samples of off-site borrow material for testing by Independent Testing Agency. Material must be review by Bike Park Designer and Bike Park Specialty Work Contractor.
- C. Material Test Reports: From testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

1.04 QUALITY ASSURANCE

- A. Contractor Qualifications: All Bike Park feature work including fine grading, placement of base-course and placement of asphalt paving, as well as locating prefabricated features is considered Bike Park Specialty Work and shall only be performed by a Contractor that possess the following minimum qualifications:
 - 1. Contractors bidding the Bike Park features as described above shall have satisfactorily completed the installation of four (4) similar Bike Park projects in accordance with the project plans and written specifications. Qualifying projects must include Bike Park specific terrain of comparable size, type and layout built within the last six (6) years.
 - Only Bike Park projects where the Contractor bidding the "specialty work" has performed all of
 the same work as described herein shall be considered as acceptable projects to evidence
 credible experience and qualifications of the bidding Contractor.
 - 3. The Bike Park Specialty Contractor shall provide references for all qualifying projects including location of qualifying projects, size, owner, budget, and owners contact information.
 - 4. CSLB General engineering A license.

1.05 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted by the Owner's Representative.

1.06 REQUIRED INSPECTION POINTS

A. During the course of construction, approval of Engineer and Bike Park Designer shall be required: Prior to:

Approval Required On:

Site mass grading layout/staking Mass grading of site 2. Rough grading Layout of riding lanes

3. Layout/staking of riding lanes Layout of riding features (jumps, berms, rollers,

prefabricated features, etc.)

4. Layout/staking of riding features Construction/Installation of riding features/lanes

5. Approval of all feature subgrades. Installation of asphalt base course 6. Installation of base course Installation of asphalt paving

- In the event the Contractor continues operations without receiving the above approvals, the inspector may, at his discretion, require the Contractor to return all construction status to the previous approval point. There shall be no additional payment for any removal or reconstruction required under this section.
- C. The location of riding features (jumps, berms, rollers, prefabricated features, etc.) as depicted in the design plans shall be considered approximate and requiring field fit (e.g. heights, lengths, widths, spacing between features) with oversight from the Bike Park Designer. Staking shall be reviewed and approved by the Bike Park Designer prior to starting construction and rough grading and paving activities. The Contractor shall not be eligible for additional compensation for field fit design changes other than those that cause a significant change in quantities.

1.06 DUST CONTROL

- A. The Contractor shall comply with local and regional ordinances pertaining to dust control.
- The Contractor shall take adequate measures to control dust on the site. The Contractor shall have on the site an adequate number of watering vehicles to control dust by his operations.

PART 2 PRODUCTS

2.01 **SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from
- Satisfactory Soils: ASTM D 2487 soil classification groups free of rock or gravel larger than 2-inches (50-mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. On-site materials approved for use as engineered fill shall be approved by the Owner's provided testing agency.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups ML, MH, CH, OL, OH, and PT, or a combination of these group symbols which are not suitable for the support of foundations, floor slabs, pavements, or other elements.
- D. Backfill and Fill: Satisfactory soil materials.
- Granular Backfill: Satisfactory soil material obtained from on-site or off-site source meeting the requirements of B-borrow as defined by the CDT Standard Specifications and generally used for backfill of trenches located under or within 5-feet of pavements, walks and structures.

F. Crushed Rock Base shall be a <u>Class II Aggregate Base</u> or equal as approved by the Owner's Representative.

2.02 ACCESSORIES

- A. Filter Fabric: Nonwoven geotextile specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods.
 - 1. Grab Tensile Strength: 110-pounds; ASTM D 4632.
 - 2. Tear Strength: 40-pounds; ASTM D 4533.
 - 3. Puncture Resistance: 50-pounds, ASTM D 4833.
 - 4. Water Flow Rate: 150-gallons-per-minute per square foot; ASTM D 4491.
 - 5. Apparent Opening Size: No. 100 U.S. Standard Sieve Size; ASTM D 4751.

PART 3 EXECUTION

3.01 PREPARATION

NOTE:

- All grading work shall be completed in accordance with the provided Geotechnical Report.
 Contact the Owner's Representative in writing if conflicting information is detected between the Geotechnical and the information contained within this document.
- All Bike Park features shall be grades in ride order to the greatest extent possible. Contractor shall coordinate with Bike Park Designer to confirm general layout and shape.
- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Protect unattended open excavations by placing construction fencing and warning tape completely around the excavation.

3.02 DEWATERING

- A. Prevent surface water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. Dewater excavations as necessary due to groundwater infiltration.
- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.03 EXCAVATION

- Explosives: Do not use explosives unless approved by Owner's Representatives or authorities having jurisdiction.
- B. Classified Excavation: Excavation to required subgrade elevations classified as earth and rock. Excavation will be classified as earth excavation or rock excavation as follows:
 - Earth excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together

- with soil and other materials encountered that are not classified as rock or unauthorized excavation.
- 2. Intermittent drilling, blasting, or ripping to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

3.04 STABILITY OF EXCAVATIONS

Comply with OSHA, State statutes, local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

3.05 EXCAVATION FOR BIKE PARK ASPHALT PAVEMENTS

Excavate surfaces under pavements and building pads to indicated cross sections, elevations, and grades to within a tolerance of plus or minus 0.10-feet.

3.06 EXCAVATION FOR DRAINAGE AND UTILITY TRENCHES

- A. Excavate trenches to indicated slopes, lines, depths, and invert elevations.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12-inches higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12-inches on each side of pipe or conduit or as indicated on the Drawings.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid point loading.
 - 1. For pipes or conduit less than 6-inches in nominal diameter and flat-bottom multiple duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6-inches or larger in nominal diameter, shape bottom of trench to support bottom 90-degrees of pipe circumference. Fill depressions with tamped sand backfill or material as indicated on the Drawings.
 - 3. Where encountering rock or another unyielding bearing surface, carry trench excavation 6-inches below invert elevation to receive bedding course.

3.07 APPROVAL OF SUBGRADE

- A. Prior to the placement of any fill material for riding feature (jumps, berms, etc.) construction, the Contractor shall layout (stake, chalk, flag, etc.) the location of each bike park feature in order of riding direction as shown on the plans. Layout of riding features must be approved by the Bike Park Designer or Bike Park Designer-approved representative before feature construction. After approval of the layout, riding features shall be constructed or installed in the sequence of riding direction as shown on the plans. All features shall be tested by the Bike Park Designer or Bike Park Designer-approved representative prior to the construction of the next feature in the sequence.
- B. Notify Owner's Representative and Bike Park Designer when excavations have reached required subgrade.
- C. Proof roll subgrade and subsequent lifts of fill material within the limits of all pavements in accordance with the requirements of the Geotechnical Engineer.
- D. If unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Owner's Representative.

3.08 STORAGE OF SOIL MATERIALS

- A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile suitable soil materials separate from topsoil and unsuitable material stockpiles without intermixing. Place, grade, and shape stockpiles to drain surface water.
- B. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees or immediately next to property lines.

3.09 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
 - 1. Acceptance of construction below finish.
 - 2. Testing, inspecting, and approval of underground utilities.
 - 3. Removal of trash and debris from excavation.
 - 4. Removal of temporary shoring and bracing, and sheeting.

3.10 DRAINAGE AND UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, barrels of pipes, joints, fittings, and bodies of conduits.
- B. Place and compact haunching and initial backfill in loose lifts not exceeding 8-inches in thickness. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- C. Coordinate backfilling with utilities testing.
- D. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.
- E. Place and compact final backfill as indicated on the Drawings.
 - Final backfill for riding lanes and in miscellaneous areas shall be of approved earth material
 containing no stones over 4-inches in diameter. Such back- filling shall be deposited in lifts with a
 maximum 12-inches loose thickness and compacted by hand tamping or mechanical tamping
 devices. Excess earth to replace settlement shall be neatly rounded over the trench.
 - Final backfill for trenches under paved areas and in areas requiring granular backfill as indicated
 on the Drawings shall be approved granular material including "B"-borrow. Final backfill shall be
 placed in 8-inch maximum lifts and compacted by mechanical tamping devices.
- F. Pipe bedding and backfill lifts shall be compacted to a dry density not less than the following maximum dry density as determined by the Standard Proctor Test (ASTM D-698).

USAGE	COMPACTION %
Bedding	90
Haunching	90
Initial Backfill	90
Final Backfill under Pavements	90
Final Backfill in Seeded Areas	90

G. Install warning tape as required by the Technical Specifications directly above utilities, 12-inches below finished grade, except 6-inches below subgrade under pavements and slabs.

3.11 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Where new fill is to be placed on existing slopes that are 5:1 or greater, construct benches a minimum of 10-feet in width cut into the existing slop prior to the placement of fill.
- B. After areas to receive embankment have been stripped of topsoil and before embankment is placed, the slab areas and areas to be paved shall be proofrolled. Isolated soft pockets that are located during the proofroll phase shall be excavated and replaced with structural backfill. The material removed from the soft pockets shall be disposed of on-site as directed by the Geotechnical or reused as fill materials in yard areas only. The Geotechnical Engineer shall identify such required replacement of soft pockets.
- C. Place fill material on approved subgrade or on a previously approved lift in layers to required elevations for each location listed below.
 - 1. Under grass, use satisfactory excavated or borrow soil material.
 - 2. Under Bike Park asphalt pavements, use Class II aggregate base material.

3.12 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction as necessary to attain the specified density.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.
 - 3. Stockpile or spread and dry removed wet satisfactory soil material.

3.13 COMPACTION

- A. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each excavation.
- C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of the Standard Proctor maximum dry density according to ASTM-D 698:
 - Under all Bike Park asphalt pavements, compact the subgrade and each lift of fill material to at least 90-percent maximum dry density.
 - Under lawn or unpaved areas, compact the top 6-inches below subgrade and each layer of backfill or fill material to at least 90-percent maximum dry density.
 - All fill shall be compacted to the specified density. When the results of the in-place density tests
 indicate that the compaction limits are not obtained; the areas shall be reworked and retested until
 the specified limits are reached at the Contractors expense.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated on the construction drawings.
 - 1. Provide a smooth transition between existing adjacent grades and new grades.

- 2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water away from Bike Park features and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Unpaved Areas: Plus or minus 0.15-feet.
 - 2. Asphalt Pavements: Plus or minus 0.10-inches.

3.15 SUBBASE AND BASE COURSES

- A. Under the Bike Park asphalt pavements, place 4-inches of Class II subbase course material on prepared subgrades. In addition, place base course material over subbases to pavements where required by the Drawings. All Class II aggregate base shall be compacted to 95-percent relative compaction and comply with the requirements of the Geotechnical Report.
 - 1. Compact subbase and base courses.
 - 2. Shape subbase and base to required crown elevations and cross-slope grades.
 - When thickness of compacted subbase or base course is 6-inches or less, place materials in a single layer.
 - 4. When thickness of compacted subbase or base course exceeds 6-inches, place materials in equal layers, with no layer more than 6-inches thick or less than 3-inches thick when compacted.

3.16 FIELD QUALITY CONTROL

- A. Independent Testing Agency Services: Testing agency shall inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements. Provide equipment and manpower to conduct proofroll inspections per the requirements of the Contract Documents.
- B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.
- C. Owner will provide all initial testing; failed test will be paid for by the Contractor using the same testing Agency or approved equal.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces that have become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Geotechnical Engineer; reshape and recompact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.
 - 2. If settling is observable at areas that were excavated or filled, during the period of one year after the Final Acceptance of the Contract Work, the Contractor shall be responsible for removing surface materials (lawn, pavement or other finishes), adding backfill material, compacting backfill, and replacing surface material to restore appearance, quality and conditions of surface or finish to match adjacent work and eliminate evidence of restoration at the Contractor's expense.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Excess suitable soils shall be disposed of on-site at a location to be determined by Owner's Representative.
- B. Excess topsoil shall be used to construct mounds on the site or shall be removed from the site at the direction of the Owner's Representative.

END OF SECTION



City of Marina
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1212
Marina@ci.marina.ca.us

ADDENDUM NO. 5

GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK PROJECT NO. QLP2006

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum on the bid proposal form and include a signed copy of the addendum.

PROJECT TITLE: GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK

To All Bidders.

Bidding documents are amended as follows:

PLANS:

1. No change.

SPECIFICATIONS:

1. Section C1, "Special Provisions," Part 1.4b, "Minimum Limits of Insurance" (page 60), is amended to replace provisions of Caltrans Standard Specification Section 7-1.06D with the attached minimum insurance provisions.

Inquiries regarding bids shall be emailed to Rick Riedl at rickr@wallacegroup.us or Edna Gomez, egomez@cityofmarina.org. Responses to all inquiries shall be sent out through email and posted on the city website at https://www.cityofmarina.org/bids.aspx.

Addendum # 5 issued December 17, 2021 by:

	Sicho!
-0.0	
	Brian McMinn P.E/P.L.S., City Engineer

We the undersigned bidder, have given careful consideration to this Addendum and hereby incorporate it into our proposal.

Signature:			
Date:	Peter J. Taormina, Manager	01/04/2022	

NO BID PROPOSAL SHALL BE CONSIDERED WITHOUT THIS ADDENDUM SIGNED BY THE BIDDER AND ATTACHED TO THE BID PROPOSAL.

Minimum Limit of Insurance

- 1. Commercial General Liability (CGL): The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:
- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

- a) Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence.
- b) General aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$10,000,000
- c) \$3,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage.
- d) Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- 2. Automobile Liability: covering all automobiles, trucks, tractors, trailers motorcycles or other automotive equipment, whether owned or rented by the Contractor, or by the employees of the Contractor.

3. Workers' Compensation Insurance: including coverage under the United States Longshoremen's and Harbor Workers' Act, where applicable.

Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.

Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.



City of Marina 211 Hillcrest Avenue Marina, CA 93933 (831) 884-1212 Marina@ci.marina.ca.us

ADDENDUM NO. 6

GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK PROJECT No. QLP2006

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum on the bid proposal form and include a signed copy of the addendum.

PROJECT TITLE: GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK

To All Bidders.

Bidding documents are amended as follows:

- 1. Bid opening date is extended to **Tuesday January 4, 2021 at 3:00 p.m**. Bidders may request that their bid be returned to them unopened prior to the bid opening date.
- 2. Replace the specification section as indicated below.

PLANS:

1. No Amendments.

SPECIFICATIONS:

 TECHNICAL SPECIFICATION: Replace Section 31 20 01, "Bike Park Earthwork" in its entirety with Section 31 20 01 Revised per Addendum 6 attached hereto. Please note that Part 1.04.A, "Contractor Qualifications," has been revised to "Qualifications" and includes the option for the subcontractor to perform the "specialty work."

Inquiries regarding bids shall be emailed to Rick Riedl at rickr@wallacegroup.us. Responses to all inquiries shall be sent out through email and posted on the city website at https://www.cityofmarina.org/bids.aspx.

ADDENDUM 6 Page 1 of 2

Addendum # 6 issued December 20, 2021 by:

2	3	0	~			
Brian	McMinn	P.E/P.	L.S.,	City	Engineer	r

We the undersigned bidder, have given careful consideration to this Addendum and hereby incorporate it into our proposal.

Signature:	$\prec \wedge \wedge \gamma $		
Date:	Peter J. Taormina, Manager	01/04/2022	
	1//		

NO BID PROPOSAL SHALL BE CONSIDERED WITHOUT THIS ADDENDUM SIGNED BY THE BIDDER AND ATTACHED TO THE BID PROPOSAL.

SECTION 31 20 01

BIKE PARK EARTHWORK

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for bike park asphalt pavements.
 - 2. Subbase course for bike park asphalt pavements.
 - 3. Subsurface drainage backfill for walls and trenches.
 - 4. Excavating and backfilling trenches for underground utilities and drainage systems.
 - 5. Grading of areas to receive topsoil.
 - 6. Moving and spreading previously stockpiled topsoil.

1.02 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation (Over-Excavation): Excavation below subgrade elevations of unsatisfactory soil materials as directed by the Owner's Representative. Additional excavation and replacement material may be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10-feet (3 m) in width and pits more than 30-feet (9 m) in either length or width.
 - Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by the Owner's Representative.
- F. Fill: Soil materials used to raise existing grades to subgrade elevation.
- G. Structural Fill: Satisfactory soil material obtained from on-site excavations required for embankment construction within the zone of influence and meeting the specified material requirement.
- H. General Fill: Satisfactory soil material obtained from common excavation, unsuitable material excavation, and off-site borrows, locations if necessary for backfilling and embankment construction in all areas not within the zone of influence and meeting the specified material requirements. General fill material shall also include crushed aggregate materials resulting from building and site improvement demolition activities. Crushed concrete, asphalt, brick and masonry free of finishes, paints, coatings, wire mesh and reinforcing steel may be used as general fill material with a maximum particle size of 2-inches in diameter.

- I. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material ³/₄-cubic yards or more in volume that when tested by the Independent Testing Agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100-blows per 2-inches.
- J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving.
- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Utilities include on-site underground pipes, conduits, ducts, and cables.

1.03 SUBMITTALS

- A. Product Data for the following (where required and if specified):
 - 1. All import material per source.
 - 2. All Class II Aggregate Base Material.
 - 3. Drainage fabric.
 - 4. Separation fabric.
- B. Samples: For the following:
 - Samples of off-site borrow material for testing by Independent Testing Agency. Material must be review by Bike Park Designer and Bike Park Specialty Work Contractor.
- C. Material Test Reports: From testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

1.04 QUALITY ASSURANCE

- A. Qualifications: All Bike Park feature work including fine grading, placement of base-course and placement of asphalt paving, as well as locating prefabricated features is considered Bike Park Specialty Work and shall only be performed by a Contractor or Subcontractor that possess the following minimum qualifications:
 - 1. Contractors or Subcontractors bidding the Bike Park features as described above shall have satisfactorily completed the installation of four (4) similar Bike Park projects in accordance with the project plans and written specifications. Qualifying projects must include Bike Park specific terrain of comparable size, type and layout built within the last six (6) years.
 - 2. Only Bike Park projects where the Contractor or Subcontractor bidding the "specialty work" has performed all of the same work as described herein shall be considered as acceptable projects to evidence credible experience and qualifications of the bidding Contractor or Subcontractor.
 - 3. The Bike Park Specialty Contractor or Subcontractor shall provide references for all qualifying projects including location of qualifying projects, size, owner, budget, and owners contact information.

1.05 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted by the Owner's Representative.

1.06 REQUIRED INSPECTION POINTS

A. During the course of construction, approval of Engineer and Bike Park Designer shall be required:

<u>Approval Required On:</u>
1. Site mass grading layout/staking

<u>Prior to:</u>

Mass grading of site

Layout of riding lanes

2. Rough grading3. Layout/staking of riding lanes

Layout of riding features (jumps, berms, rollers,

prefabricated features, etc.)

4. Layout/staking of riding features

Construction/Installation of riding features/lanes

5. Approval of all feature subgrades.

Installation of asphalt paving

Installation of asphalt base course

6. Installation of base course

. In the event the Contractor continues operations without receiving the above approvals, the inspector may, at his discretion, require the Contractor to return all construction status to the previous approval

point. There shall be no additional payment for any removal or reconstruction required under this

section.

C. The location of riding features (jumps, berms, rollers, prefabricated features, etc.) as depicted in the design plans shall be considered approximate and requiring field fit (e.g. heights, lengths, widths, spacing between features) with oversight from the Bike Park Designer. Staking shall be reviewed and approved by the Bike Park Designer prior to starting construction and rough grading and paving activities. The Contractor shall not be eligible for additional compensation for field fit design changes other than those that cause a significant change in quantities.

1.06 DUST CONTROL

- A. The Contractor shall comply with local and regional ordinances pertaining to dust control.
- B. The Contractor shall take adequate measures to control dust on the site. The Contractor shall have on the site an adequate number of watering vehicles to control dust by his operations.

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2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups free of rock or gravel larger than 2-inches (50-mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. On-site materials approved for use as engineered fill shall be approved by the Owner's provided testing agency.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups ML, MH, CH, OL, OH, and PT, or a combination of these group symbols which are not suitable for the support of foundations, floor slabs, pavements, or other elements.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Granular Backfill: Satisfactory soil material obtained from on-site or off-site source meeting the requirements of B-borrow as defined by the CDT Standard Specifications and generally used for backfill of trenches located under or within 5-feet of pavements, walks and structures.

F. Crushed Rock Base shall be a <u>Class II Aggregate Base</u> or equal as approved by the Owner's Representative.

2.02 ACCESSORIES

- A. Filter Fabric: Nonwoven geotextile specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods.
 - 1. Grab Tensile Strength: 110-pounds; ASTM D 4632.
 - 2. Tear Strength: 40-pounds; ASTM D 4533.
 - 3. Puncture Resistance: 50-pounds, ASTM D 4833.
 - 4. Water Flow Rate: 150-gallons-per-minute per square foot; ASTM D 4491.
 - 5. Apparent Opening Size: No. 100 U.S. Standard Sieve Size; ASTM D 4751.

PART 3 EXECUTION

3.01 PREPARATION

NOTE:

- All grading work shall be completed in accordance with the provided Geotechnical Report.
 Contact the Owner's Representative in writing if conflicting information is detected between the Geotechnical and the information contained within this document.
- All Bike Park features shall be grades in ride order to the greatest extent possible. Contractor shall coordinate with Bike Park Designer to confirm general layout and shape.
- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Protect unattended open excavations by placing construction fencing and warning tape completely around the excavation.

3.02 DEWATERING

- A. Prevent surface water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. Dewater excavations as necessary due to groundwater infiltration.
- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.03 EXCAVATION

- Explosives: Do not use explosives unless approved by Owner's Representatives or authorities having jurisdiction.
- B. Classified Excavation: Excavation to required subgrade elevations classified as earth and rock. Excavation will be classified as earth excavation or rock excavation as follows:
 - Earth excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together

- with soil and other materials encountered that are not classified as rock or unauthorized excavation.
- 2. Intermittent drilling, blasting, or ripping to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

3.04 STABILITY OF EXCAVATIONS

Comply with OSHA, State statutes, local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

3.05 EXCAVATION FOR BIKE PARK ASPHALT PAVEMENTS

Excavate surfaces under pavements and building pads to indicated cross sections, elevations, and grades to within a tolerance of plus or minus 0.10-feet.

3.06 EXCAVATION FOR DRAINAGE AND UTILITY TRENCHES

- A. Excavate trenches to indicated slopes, lines, depths, and invert elevations.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12-inches higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12-inches on each side of pipe or conduit or as indicated on the Drawings.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid point loading.
 - 1. For pipes or conduit less than 6-inches in nominal diameter and flat-bottom multiple duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6-inches or larger in nominal diameter, shape bottom of trench to support bottom 90-degrees of pipe circumference. Fill depressions with tamped sand backfill or material as indicated on the Drawings.
 - 3. Where encountering rock or another unyielding bearing surface, carry trench excavation 6-inches below invert elevation to receive bedding course.

3.07 APPROVAL OF SUBGRADE

- A. Prior to the placement of any fill material for riding feature (jumps, berms, etc.) construction, the Contractor shall layout (stake, chalk, flag, etc.) the location of each bike park feature in order of riding direction as shown on the plans. Layout of riding features must be approved by the Bike Park Designer or Bike Park Designer-approved representative before feature construction. After approval of the layout, riding features shall be constructed or installed in the sequence of riding direction as shown on the plans. All features shall be tested by the Bike Park Designer or Bike Park Designer-approved representative prior to the construction of the next feature in the sequence.
- B. Notify Owner's Representative and Bike Park Designer when excavations have reached required subgrade.
- C. Proof roll subgrade and subsequent lifts of fill material within the limits of all pavements in accordance with the requirements of the Geotechnical Engineer.
- D. If unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Owner's Representative.

3.08 STORAGE OF SOIL MATERIALS

- A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile suitable soil materials separate from topsoil and unsuitable material stockpiles without intermixing. Place, grade, and shape stockpiles to drain surface water.
- B. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees or immediately next to property lines.

3.09 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
 - 1. Acceptance of construction below finish.
 - 2. Testing, inspecting, and approval of underground utilities.
 - 3. Removal of trash and debris from excavation.
 - 4. Removal of temporary shoring and bracing, and sheeting.

3.10 DRAINAGE AND UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, barrels of pipes, joints, fittings, and bodies of conduits.
- B. Place and compact haunching and initial backfill in loose lifts not exceeding 8-inches in thickness. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- C. Coordinate backfilling with utilities testing.
- D. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.
- E. Place and compact final backfill as indicated on the Drawings.
 - Final backfill for riding lanes and in miscellaneous areas shall be of approved earth material
 containing no stones over 4-inches in diameter. Such back- filling shall be deposited in lifts with a
 maximum 12-inches loose thickness and compacted by hand tamping or mechanical tamping
 devices. Excess earth to replace settlement shall be neatly rounded over the trench.
 - Final backfill for trenches under paved areas and in areas requiring granular backfill as indicated
 on the Drawings shall be approved granular material including "B"-borrow. Final backfill shall be
 placed in 8-inch maximum lifts and compacted by mechanical tamping devices.
- F. Pipe bedding and backfill lifts shall be compacted to a dry density not less than the following maximum dry density as determined by the Standard Proctor Test (ASTM D-698).

USAGE	COMPACTION %
Bedding	90
Haunching	90
Initial Backfill	90
Final Backfill under Pavements	90
Final Backfill in Seeded Areas	90

G. Install warning tape as required by the Technical Specifications directly above utilities, 12-inches below finished grade, except 6-inches below subgrade under pavements and slabs.

3.11 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Where new fill is to be placed on existing slopes that are 5:1 or greater, construct benches a minimum of 10-feet in width cut into the existing slop prior to the placement of fill.
- B. After areas to receive embankment have been stripped of topsoil and before embankment is placed, the slab areas and areas to be paved shall be proofrolled. Isolated soft pockets that are located during the proofroll phase shall be excavated and replaced with structural backfill. The material removed from the soft pockets shall be disposed of on-site as directed by the Geotechnical or reused as fill materials in yard areas only. The Geotechnical Engineer shall identify such required replacement of soft pockets.
- C. Place fill material on approved subgrade or on a previously approved lift in layers to required elevations for each location listed below.
 - 1. Under grass, use satisfactory excavated or borrow soil material.
 - 2. Under Bike Park asphalt pavements, use Class II aggregate base material.

3.12 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction as necessary to attain the specified density.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.
 - 3. Stockpile or spread and dry removed wet satisfactory soil material.

3.13 COMPACTION

- A. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each excavation.
- C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of the Standard Proctor maximum dry density according to ASTM-D 698:
 - Under all Bike Park asphalt pavements, compact the subgrade and each lift of fill material to at least 90-percent maximum dry density.
 - 2. Under lawn or unpaved areas, compact the top 6-inches below subgrade and each layer of backfill or fill material to at least 90-percent maximum dry density.
 - All fill shall be compacted to the specified density. When the results of the in-place density tests
 indicate that the compaction limits are not obtained; the areas shall be reworked and retested until
 the specified limits are reached at the Contractors expense.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated on the construction drawings.
 - 1. Provide a smooth transition between existing adjacent grades and new grades.

- 2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water away from Bike Park features and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Unpaved Areas: Plus or minus 0.15-feet.
 - 2. Asphalt Pavements: Plus or minus 0.10-inches.

3.15 SUBBASE AND BASE COURSES

- A. Under the Bike Park asphalt pavements, place 4-inches of Class II subbase course material on prepared subgrades. In addition, place base course material over subbases to pavements where required by the Drawings. All Class II aggregate base shall be compacted to 95-percent relative compaction and comply with the requirements of the Geotechnical Report.
 - 1. Compact subbase and base courses.
 - 2. Shape subbase and base to required crown elevations and cross-slope grades.
 - When thickness of compacted subbase or base course is 6-inches or less, place materials in a single layer.
 - 4. When thickness of compacted subbase or base course exceeds 6-inches, place materials in equal layers, with no layer more than 6-inches thick or less than 3-inches thick when compacted.

3.16 FIELD QUALITY CONTROL

- A. Independent Testing Agency Services: Testing agency shall inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements. Provide equipment and manpower to conduct proofroll inspections per the requirements of the Contract Documents.
- B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.
- C. Owner will provide all initial testing; failed test will be paid for by the Contractor using the same testing Agency or approved equal.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces that have become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Geotechnical Engineer; reshape and recompact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.
 - 2. If settling is observable at areas that were excavated or filled, during the period of one year after the Final Acceptance of the Contract Work, the Contractor shall be responsible for removing surface materials (lawn, pavement or other finishes), adding backfill material, compacting backfill, and replacing surface material to restore appearance, quality and conditions of surface or finish to match adjacent work and eliminate evidence of restoration at the Contractor's expense.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Excess suitable soils shall be disposed of on-site at a location to be determined by Owner's Representative.
- B. Excess topsoil shall be used to construct mounds on the site or shall be removed from the site at the direction of the Owner's Representative.

END OF SECTION



City of Marina
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1212
Marina@ci.marina.ca.us

ADDENDUM NO. 7

GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK PROJECT NO. QLP2006

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum on the bid proposal form and include a signed copy of the addendum.

PROJECT TITLE: GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK

To All Bidders,

Bidding documents are amended as follows:

1. Bid opening date is extended to **Tuesday January 4, 2022 at 3:00 p.m**. Bidders may request that their bid be returned to them unopened prior to the bid opening date.

PLANS:

1. No Amendments.

SPECIFICATIONS:

1. No Amendments.

Inquiries regarding bids shall be emailed to Rick Riedl at <u>rickr@wallacegroup.us.</u> Responses to all inquiries shall be sent out through email and posted on the city website at <u>https://www.cityofmanina.org/bids.aspx.</u>

Addendum # 7 issued December 21, 2021 by:

· · · · · · · · · · · · · · · · · · ·	d bidder, have given careful consideration to this	Addendum and hereby incorporate it into
proposal.		
Signature:		
Date:	Peter J. Taormina, Manager	01/04/2022

Brian McMinn P.E/P.L.S., City Engineer

our

NO BID PROPOSAL SHALL BE CONSIDERED WITHOUT THIS ADDENDUM SIGNED BY THE BIDDER AND ATTACHED TO THE BID PROPOSAL.

BASIS OF BEARINGS = (N34° 23' 43"E 373.89' R1) N34° 23' 43"E 373.95"

SITE BENCHMARK

SITE BENCHMARK: CONTROL POINT 51 IN THE ASPHALT PARKING AREA NEAR ARDY WAY.

INDEX TO DRAWINGS SHEET

CO.0	COVER SHEET
CO.1	GENERAL NOTES
L1.1	EXISTING CONDITIONS PLAN
L2.1	EROSION AND SEDIMENT CONTROL PLA
13.1	DEMOLITION PLAN
L3.2	DEMOLITION PLAN - IRRIGATION
14.1	ROUGH GRADING FOR PUMP TRACK
14.2	GRADING PLAN
1.5.1	DRAINAGE AND UTILITES PLAN
15.2	STORM WATER QUALITY CONTROL PLAN
16.1	LAYOUT PLAN
17.1	MATERIALS AND DETAIL REFERENCE PLAN
L8.1	IRRIGATION PLAN
18.2	IRRIGATION PLAN - BID ALT.#4
19.1	PLANTING PLAN
19.2	PLANTING PLAN - BID ALT.#4
19.3	PLANTING PLAN - BID ALT.#4
D1.1	DRAINAGE AND UTILITY DETAILS
D2.1 - D2.3	CONSTRUCTION DETAILS
D3.1 - D3.2	PLANTING AND IRRIGATION DETAILS

PUMP TRACK PLANS CONSTRUCTION PLAN LAYOUT PLAN

GRADING AND DRAINAGE PLAN MATERIALS PLAN PUMP TRACK DETAILS PT 3.0

SCOPE OF WORK

SITE IMPROVEMENTS INCLUDE THE DEMOLITION OF EXISTING ADA PARKING STALL, FENCING, IRRICATION, LANDSCAPING, HARDSCAPE AND CLEAR AND GRUB. CONTRACTOR SHALL COMPLETE. LARTHWORK AND GRADING OPERATIONS, INCLUDING THE INSTALLATION OF NEW CONCRETE PAYING, ASPHALT PAYING, DRAINAGE, BIKE PUMP TRACK, SITE PLYRISHINGS, SIGNAGE, RIRIGATION, AND LANDSCAPING. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE CITY'S REPRESENTATIVE.

BID ALTERNATES

BID ALTERNATE #1: PUMP TRACK CURVED WALL RIDE

PER INTERMEDIATE CURVED WALL RIDES (65DEGX2078HEIGHT 6)

- BIO ALTERNATE #2: SITE FURNISHINGS

 BIKE RACKS

 BIKE REPAIR STATION

 BIKE PARK ENTRY SIGN

 CHAIN LINK FENCE AT THE BUILDING

 STANDARD PARKING STALL STRIPING

MD ALTERNATE #3 SITE DEMOLITIONS NETTING REMOVAL

- NETINO EEMOVAL SECONDA DE MOUTION EXISTINO ADA PARKING SION FOOTINGS AND POSTS DEMOUTION EXISTING ADA PARKING SION EEMOVAL AND SALVAGE EXISTING ADA CLUB RAMP DEMOUTION EXISTING ADA PARKING SISTING ADA PARKING SISTING ADA PARKING SISTING ADA PARKING SISTING ADA WESTING ADARKAN SISTING ADA WESTING ADA WESTING ADA WESTING ADARKAN SISTING ADA WESTING ADA WESTING ADARKAN SISTING ADA WESTING ADARKAN SISTING ADA WESTING ADARKAN SISTING A

BID ALTERNATE #5 LANDSCAPE MAINTENANCE

• 365 CALENDAR DAYS LANDSCAPE MAINTENANCE

CONSTRUCTION PLANS FOR

GLORYA JEAN TATE PARK SITE IMPROVEMENTS & PUMP TRACK CITY PROJECT NUMBER: QOP2006

3254 ABDY WAY, MARINA, CA 93933



CITY OF MARINA Department of Public Works

PREPARED BY









CONTACT INFORMATION

OWNER THE CITY OF MARINA

BRIAN MCMINN RICK RIEDL

PHONE (831) 884-1212 (831) 772-5263

OWNER'S REPRESENTATIVE VERDE DESIGN INC.

DEREK MCKEE DANIEL COLLAZOS DAN LIAO

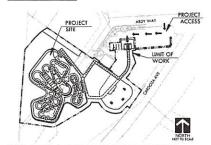
(408) 850-3410 (408) 850-3423

(408) 850-3464

(831) 426-8424 (831) 426-8424 ZACHARY WORMHOUDT



VICINITY MAP



SITE MAP / CONSTRUCTION ROUTE

Approved for Construction:

CITY OF MARINA

DEPARTMENT OF PUBLIC WORKS

Public Works Director/City Engineer Date

SCALE: SEE PLAN ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



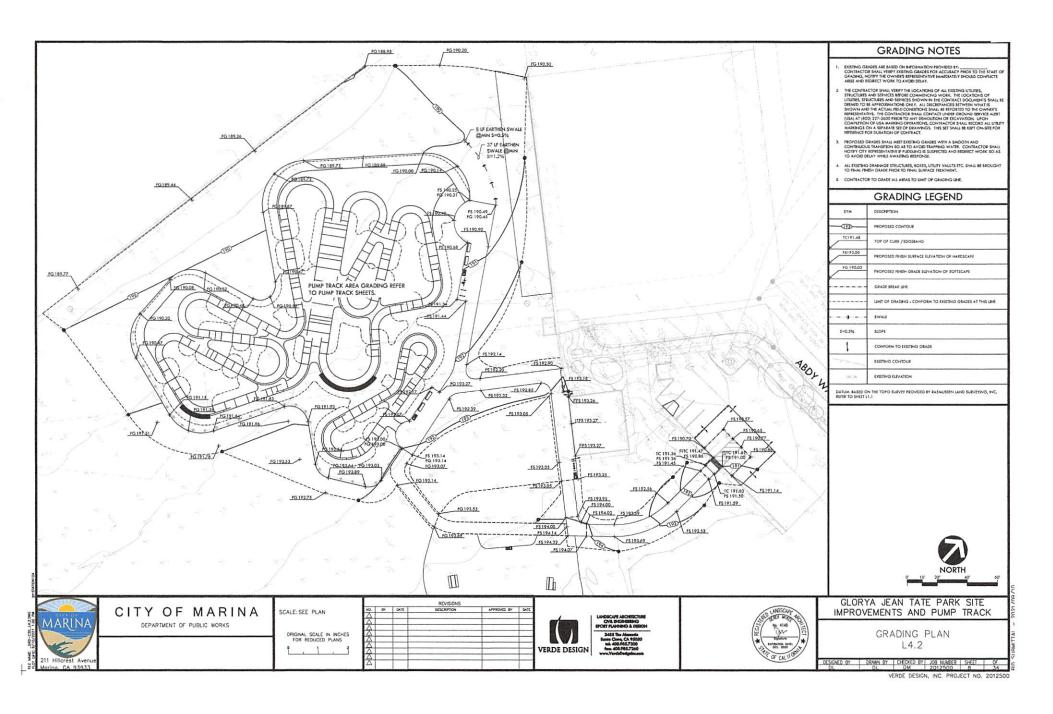


GLORYA JEAN TATE PARK SITE IMPROVEMENTS AND PUMP TRACK

> COVER SHEET CO.0

DESIGNED BY DRAWN BY CHECKED BY JOB NUMBER SHEET

VERDE DESIGN, INC. PROJECT NO. 2012500



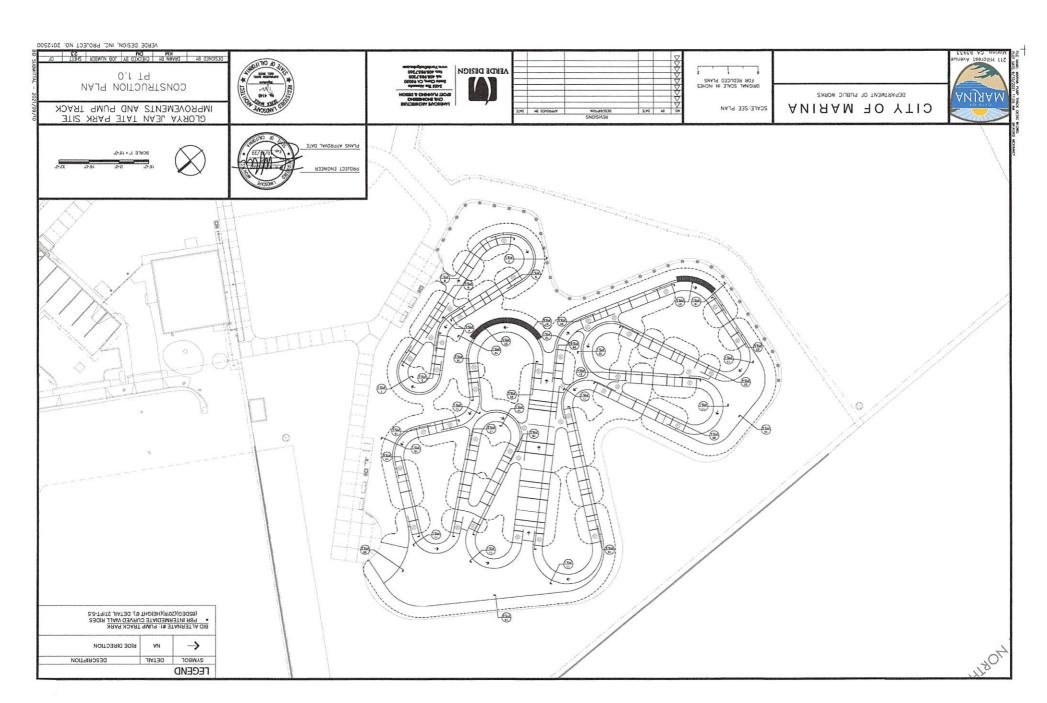
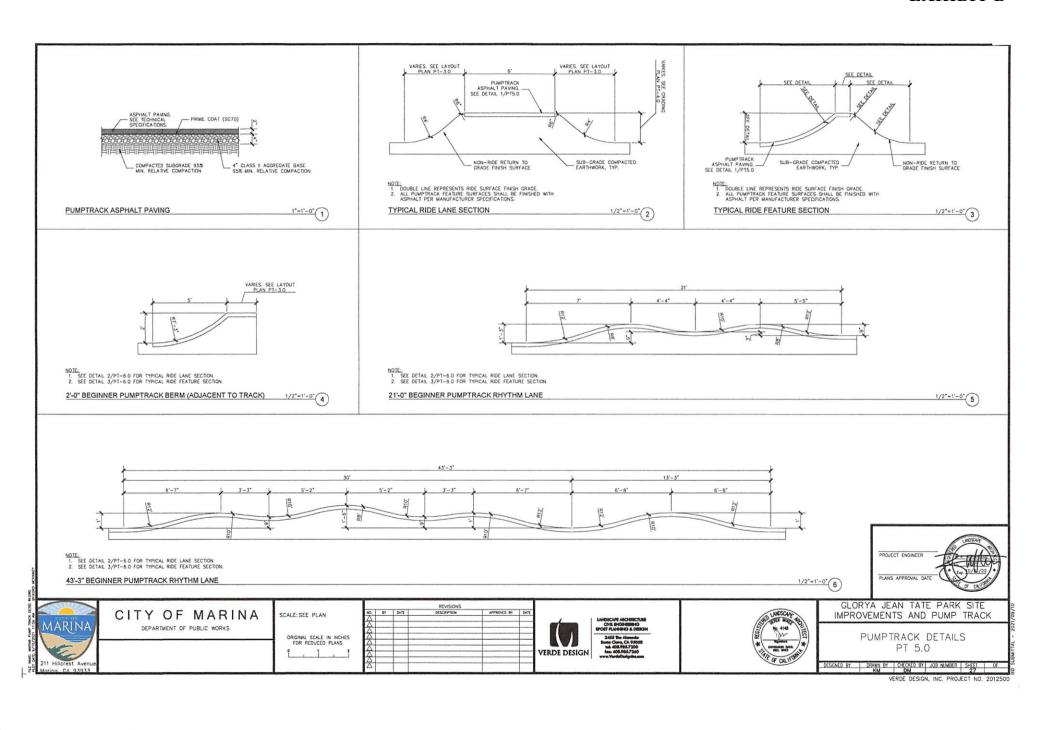
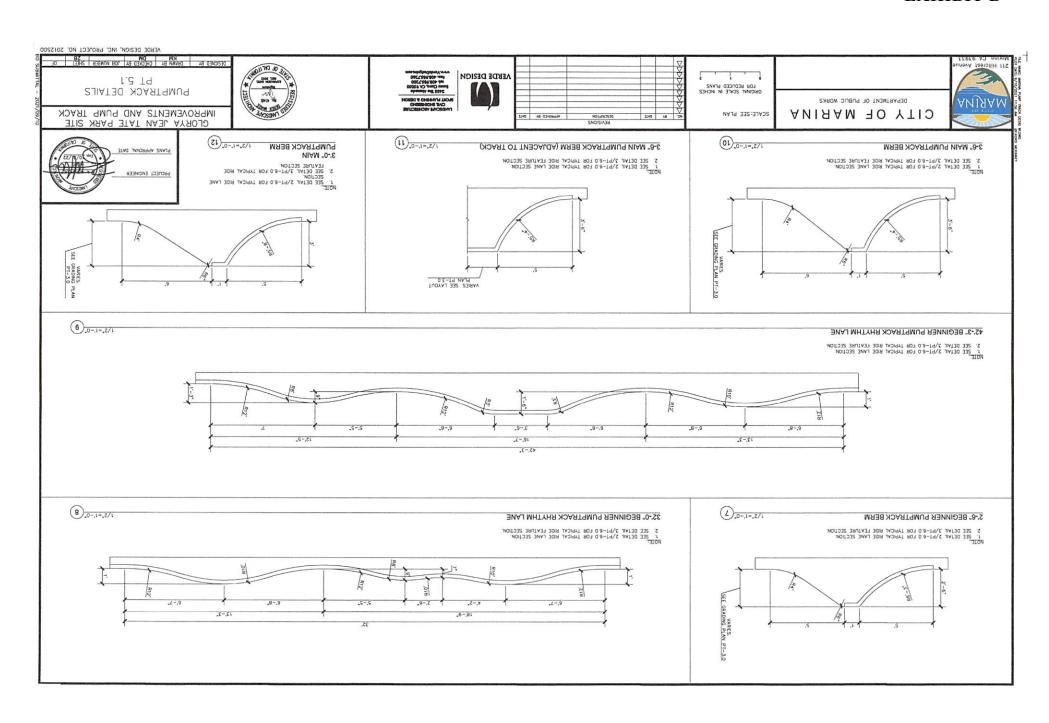
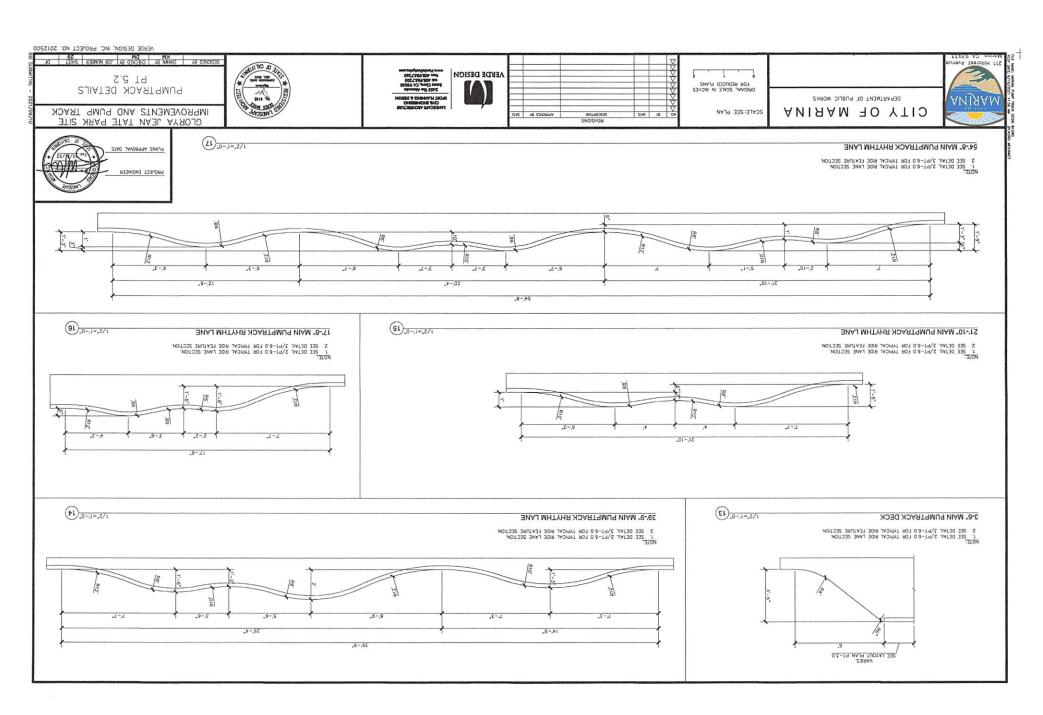
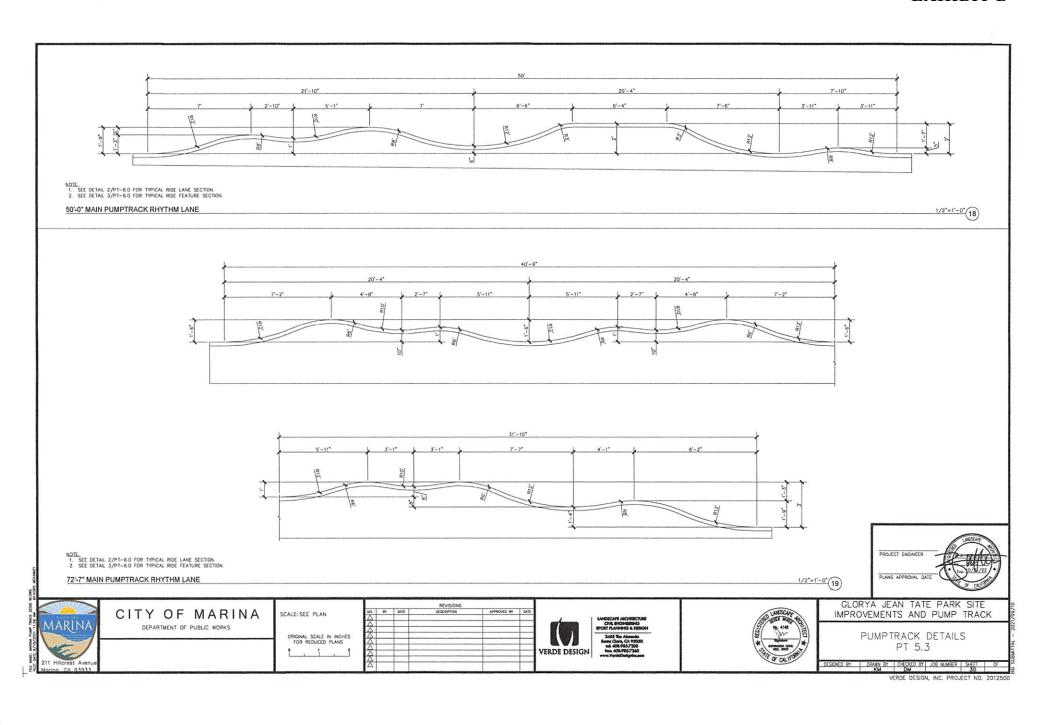


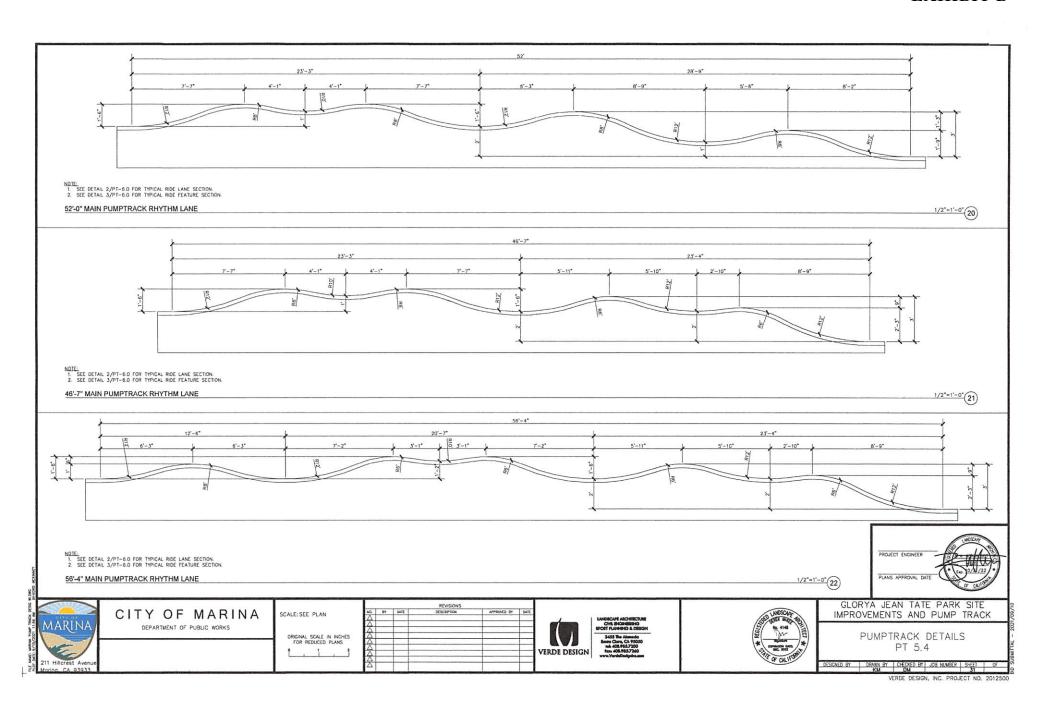
EXHIBIT B

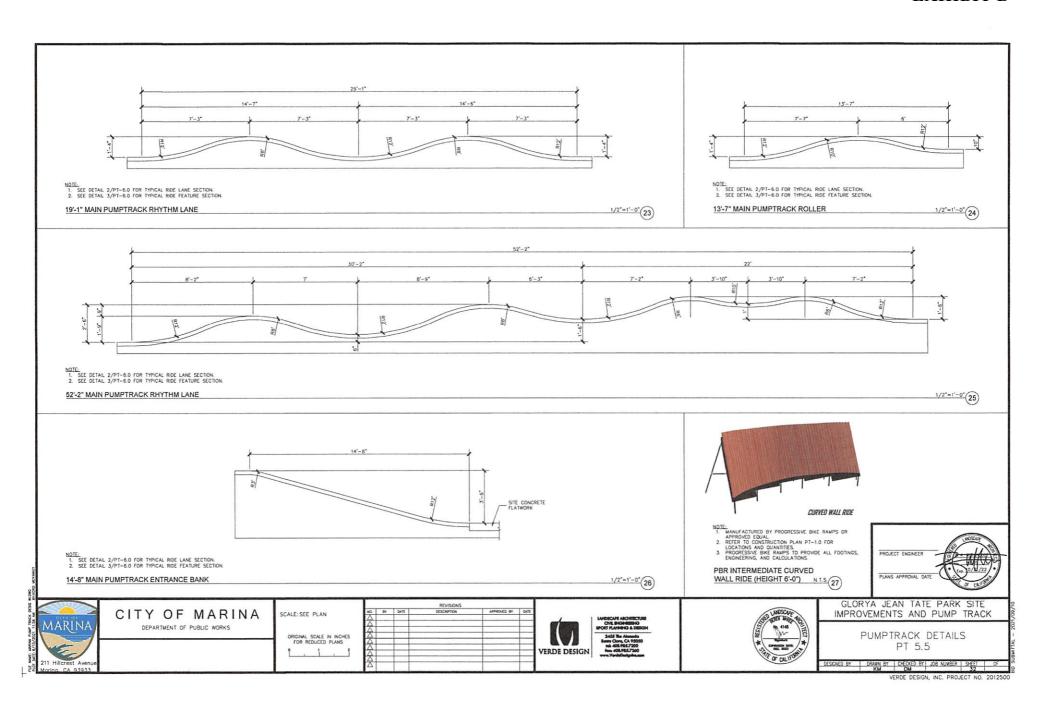


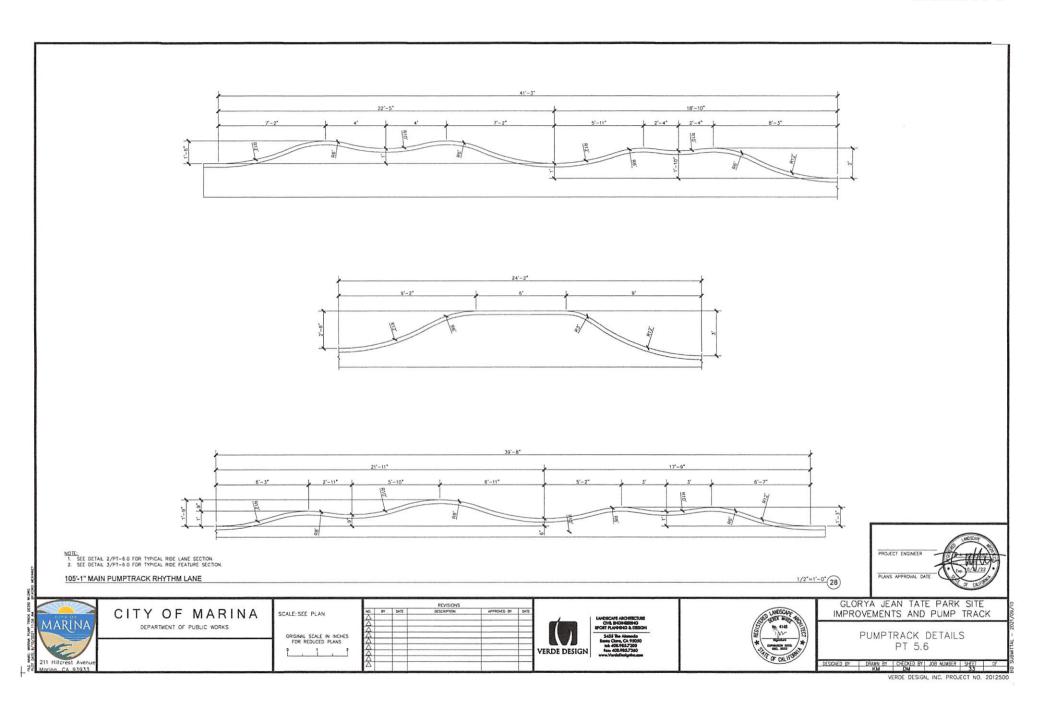












January 7, 2022 Item No. **8d(2)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting January 19, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, AWARDING A CONSTRUCTION CONTRACT FOR THE GLORYA JEAN-TATE PARK SITE IMPROVEMENTS AND PUMP TRACK PROJECT TO MONTEREY PENINSULA ENGINEERING, IN THE AMOUNT OF \$982,700; 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 NECESSARY ACCOUNTING AND BUGETARY ENTRIES

RECOMMENDATION: City Council consider adopting Resolution 2021-, approving the following actions:

- Award a construction contract for the Glorya Jean-Tate Park Site Improvements and Pump Track Project to Monterey Peninsula Engineering of Marina in the amount of \$982,700; and
- 2. Authorize the City Manager, or his designee, to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute contract documents, attached hereto as "**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.

BACKGROUND:

Several parks have been planned for development within Marina. On June 21, 2005 City Council passed Resolution 2005-159 Adopting a Negative Declaration and Parks and Recreation Facilities Master Plan. The Master Plan served as the basis for the preliminary planning for the city parks. At a regular meeting on May 1, 2019, the City Council approved the 2019-20 & 2020-21 Capital Improvement Program (CIP) budget. Construction of a pump track and improvements to the restrooms at Glorya Jean- Tate Park are included in the approved CIP, QLP 2006, for FY 2019-20 through FY 2020-21.

A community outreach for parks design was held on November 13, 2018. The design consultant team retained by the City, Verde Design, prepared parks concept plans that were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019. The Commissioners received the presentation, heard comments from the public, made recommendations for changes. Recommendations from the commissions were incorporated into the concept plans which were presented to the City Council on April 9, 2019. On March 16, 2021, staff presented the conceptual plans at a City Council meeting that incorporated input from Monterey Off Road Cycling Association (MORCA), a stakeholder, and the public. The purpose of the meeting was to receive input from the City Council and public to refine the design. City Council received presentations on the park concept plans and provided comments for changes at these meetings (City Council Resolution 2021-21). On November 2, 2021, the City Council adopted Resolution 2021-115 approving advertising and call for bids for the Glorya Jean-Tate Park Site Improvements and Pump Track.

CIP Project QLP 2006, Glorya Jean Tate Pump Track and Restroom Improvements Project, is being performed as two phases to facilitate construction; Phase 1 was the construction of the ADA improvements for the existing restrooms; and Phase 2 is the construction of the Pump Track and ADA improvements to the park. Phase 1 construction was completed in 2021 through the General Building Improvement On-Call Contract.

The construction documents attached hereto as "EXHIBIT B" incorporate the refinements outlined above. The plans includes furnishing new ADA parking stalls, concrete paths, bike pump track, site furnishings such as benches, picnic tables, and a drinking fountain, and limited landscaping. The plans also show additional work that could be awarded at the City's discretion as the following enumerated additive alternative bid items:

- 1. Installation of pump track curved wall ride prefabricated riding features; and
- 2. Installation of the chain-link fencing at the building, bike racks, bike repair station, parking stall stripping, wheel stops, and the pump track entry signage as shown, and
- 3. Demolition and removal of the existing ball stop netting to the north, ADA parking stall stripping, scoreboard, infield fines, ADA parking sign poles, accessible curb ramp, and restoration of the removed pavement; and
- 4. Installation of mulch area, drip zone irrigation, and associated native planting; and
- 5. Maintenance of landscaping for one additional year.

ANALYSIS:

On January 4, 2022, three (3) sealed bids were received, opened, and publicly read via live video feed for the Glorya Jean-Tate Park Site Improvements and Pump Track Improvements Project. Following is the tabulation of bids received based upon the evaluation criteria of lowest responsive and responsible base bid plus additive alternate bid items 1 through 4 as described above.

Name of Company and Address	Ranking of Bids According to Base Bid Plus Additive Alternates 1 through 4
Monterey Peninsula Engineering Marina, CA	\$1,084,700
Silicon Valley Paving San Jose, CA	\$1,241,900
Granite Rock Company San Jose, CA	\$1,480,310

The Architect's Opinion of Probable Construction Cost for the base bid plus additive alternates 1 through 4 for this project is \$1,239,276. Staff reviewed the bids received and determined that Monterey Peninsula Engineering bid of \$1,084,700 is the lowest responsible and responsive bid. The prime contractor, Monterey Peninsula Engineering, and the subcontractor constructing the pump track, Santa Cruz Mountains Trail Stewardship, have successfully completed similar projects with neighboring cities in the past.

The bidding documents allow the City to award any or none of the alternate bid items along with the base bid. Based upon analysis of the available funding, it is recommended that the City award a contract for the base bid and additive alternates 1 through 3 to Monterey Peninsula Engineering in the amount of \$982,700. As described below, this would allow for funds to be held in reserve as a contingency for potential change orders or, at the direction of the City Council, used near the end of the construction to award additional work as described in the additive alternate bid items 4 and 5.

FISCAL IMPACT:

The Capital Improvement Project QLP 2006 for the Glorya Jean-Tate Pump Track and Restroom Improvements has total available funds of \$1,577,952. This includes \$300,000 from FY 2019-20 Budget; \$1,100,000 approved as part of the FY 21- 22 and 22-23 budgets; and \$177,952 from the California State Parks Proposition 68 grant. Considering estimated costs of approximately \$163,000 for providing professional support services during construction, CIP QLP 2006 currently has approximately \$1,094,000 available for construction.

Therefore, awarding a contract for the base bid amount plus additive alternates 1 through 3 to Monterey Peninsula Engineering in the amount of \$982,700 would allow for a 10% contingency in the amount of \$98,270 and a reserve of approximately \$13,000. If an award is made for this project funding will come from QLP 2006.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City of Marina Planning Division determined that this action, awarding a construction contract for the Glorya Jean-Tate Park Site Improvements and Pump Track is Categorically Exempt under CEQA Guidelines per Article 19, Section 15304(b), Class 4 because the proposed improvements consist of minor alterations to land.

CONCLUSION:

Respectfully submitted,

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

Rick Riedl, P.E.
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