

RESOLUTION NO. 2024-108

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, AWARDING A CONSTRUCTION CONTRACT FOR THE CITY OF MARINA BUILDINGS BLIGHT REMOVAL 2024 PROJECT. TO RANDAZZO ENTERPRISES, INC. OF CASTROVILLE CA. FOR THE TOTAL BASE BID IN THE AMOUNT OF \$1,273,647.00; ALLOCATING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXPEND UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUGETARY ENTRIES.

WHEREAS, the closure of Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former Army base which have deteriorated since 1994 and need to be removed as part of the land redevelopment. Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings on various locations and 260 duplex housing units on what was planned to be the Cypress Knolls development; and

WHEREAS, the Fort Ord Reuse Authority (FORA) sunset on June 30, 2020, FORA secured bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025; and

WHEREAS, on September 15,2020, October 27, 2020, and January 20,2021, the City Council of the City of Marina adopted Resolution No. 2020-127,2020-140 and 2021-11, respectively, receiving staff presentation on blight removal and blight removal projects and provides direction to staff on priorities for blight removal; and

WHEREAS, on May 4, 2021, the City Council passed Resolution No. 2021-42 approving amendment to the Program Management Services and Construction Management and Inspection between the City of Marina and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects; and

WHEREAS, on November 7, 2023, the City Council passed Resolution 2023-114 accepting the completion of the City Park Barracks and Cypress Knolls Building Blight Removal 2022 project, Phase 1 of the Barracks Blight Removal; and

WHEREAS, The Wallace Group was directed by the City to prepare bidding documents (plans, specifications, and estimates) for the City of Marina Buildings Blight Removal 2024 Project, this is phase 2 of the Barracks Blight Removal project. The goal for this project is for the abatement, proper removal, and disposal of the remaining thirteen barracks buildings, one fire station building and miscellaneous debris. There are two locations included in this project: Location 1 (13 bldgs.) located at Second Avenue and Third Street, and Location 3 (fire station bldg.) located at 9th Street and California Avenue; and

WHEREAS, on May 6, 2024, the City Tree Committee adopted Resolution 2024-02, for the approval of removal of twenty-two trees and three (3) potential removals on three locations for the blight removal. During bidding two trees were administratively approved for removal due to declining health of the trees. The status of the three trees initially identified for potential removal were changed to be trimmed and retained; and

WHEREAS, on May 21, 2024, the City Council authorized City Manager to enter and execute a Standard Voluntary Agreement (SVA), with the California Department of Toxic Substance Control (DTSC) and pay associated fees for soil cleanup of hazardous materials and approved the advertising and call for bids for the City of Marina Buildings Blight Removal 2024 Project

WHEREAS, on September 24, 2024, four (4) sealed bids were received, opened, and were publicly read in person for the project. Following is the bid results: Randazzo Enterprises Inc.: \$1,273,647.00 (Base Bid), \$565,158.00 (Additive Bid), \$1,838,805.00 (Grand Total), W.C. Maloney, LLC: \$1,521,970.00 (Base Bid), \$661,702.00.00 (Additive Bid), \$2,183,672.00 (Grand Total), Resource Environmental Inc.: \$1,678,999.00 (Base Bid), \$525,165.00 (Additive Bid), \$2,204,164.00 (Grand Total), Unlimited Environmental Inc.: \$1,913,994.84.00 (Base Bid), \$545,423.00 (Additive Bid), \$2,459,417.84 (Grand Total).

WHEREAS, the bids were reviewed and found that four bids were responsive. The lowest responsive, responsible bidder, Randazzo Enterprises Inc. is a local firm and had work successfully with neighboring cities and Marina Community Partners in the removal of numerous building blights from the former Fort Ord.

WHEREAS, this is an approved CIP project (HSF2101) with an available funding amount of \$2.2 M and sufficient to award the execution of the Base Bid only for the City of Marina Buildings Blight Removal 2024 Project.

WHEREAS, the City Planning Division determined that this action, awarding a construction contract and executing the Project to be Categorically Exempt under CEQA Guidelines per Article 19, Section 15304, Minor Alterations to Land; and

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

1. Award a construction contract for the for the City of Marina Buildings Blight Removal 2024 Project to Randazzo Enterprises of Castroville, CA for the total base bid in the amount of \$1,273,647.00; and; and
2. Authorize the City Manager to execute contract documents, **Exhibit A**, subject to final review and approval by the City Attorney; and
3. Authorize the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City; and
4. 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 1st day of October 2024, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

A9 FORM OF CONTRACT

FOR

**City of Marina Buildings
Blight Removal 2024 Project (Base Bid Only)**

THIS AGREEMENT, made and entered into this _____ day of _____ 2024, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Randazzo Enterprises, Inc. "hereinafter called Contractor,"

WITNESSETH:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided, or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **City of Marina Buildings Blight Removal 2024 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. Signed and executed Bid and Proposal of Contractor, as accepted by City (A3);
- b. Proposal Guaranty Bond (A6);
- c. Performance and Payment Bond(A10);
- d. Plans, Specifications and Addendum if any for the project;
- e. Insurance;
- f. California Building Code and associated codes, latest edition adopted by the City;
- g. Standard Plans and Standard Specifications, Caltrans 2018 Edition;
- h. And this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit:



The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

One million Two hundred Seventy-three thousand Six hundred forty-seven and zero dollar

\$1,273,647.00

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

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

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

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 1.04 of Part C-Special Provisions. Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

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



TENTH: ATTORNEY'S FEES

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

ELEVENTH: COMPLIANCE WITH PROVISIONS OF LAW

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

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

CONTRACTOR

CITY OF MARINA

By: _____

By: Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FROM:

By: _____
City Attorney

By: _____

Date: _____

Date: _____

ATTESTED:

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Date: _____

Resolution No. 2024-_____



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
October 1, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, AWARDING A CONSTRUCTION CONTRACT FOR THE CITY OF MARINA BUILDINGS BLIGHT REMOVAL 2024 PROJECT. TO RANDAZZO ENTERPRISES, INC. OF CASTROVILLE CA. FOR THE TOTAL BASE BID IN THE AMOUNT OF \$1,273,647.00; ALLOCATING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXPEND UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

RECOMMENDATION:

It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, awarding a construction contract for the City of Marina Buildings Blight Removal 2024 Project to Randazzo Enterprises of Castroville, CA for the total base bid in the amount of \$1,273,647.00; and
2. Authorizing the City Manager to execute contract documents, **EXHIBIT A**, subject to final review and approval by the City Attorney; and
3. Authorizing the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City; and
4. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The closure of Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former Army base which have deteriorated since 1994 and need to be removed as part of the land redevelopment.

Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings on various locations and 260 duplex housing units on what was planned to be the Cypress Knolls development.

On September 15, 2020, October 27, 2020, and January 20, 2021, the Marina City Council adopted Resolution No. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentation on blight removal and blight removal projects and provides direction to staff on priorities for blight removal.

On May 4, 2021, the City Council passed Resolution No. 2021-42 approving amendment to the Program Management Services and Construction Management and Inspection between the City of Marina and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects.

On November 7, 2023, the City Council passed Resolution 2023-114 accepting the completion of the City Park Barracks and Cypress Knolls Building Blight Removal 2022 project, Phase 1 of the Barracks Blight Removal project.

The Wallace Group was directed by the City to prepare bidding documents (plans, specifications, and estimates) for the City of Marina Buildings Blight Removal 2024 Project, this is phase 2 of the Barracks Blight Removal project. The goal for this project is for the abatement, proper removal, and disposal of the remaining thirteen barracks buildings, one fire station building and miscellaneous debris. There are two locations included in this project: Location 1 (13 bldgs.) located at Second Avenue and Third Street, and Location 3 (fire station bldg.) located at 9th Street and California Avenue.

On May 6, 2024, the City Tree Committee adopted Resolution 2024-02, for the approval of removal of twenty-two trees and three (3) potential removals on three locations for the blight removal. During bidding two trees were administratively approved for removal due to declining health of the trees. The status of the three trees initially identified for potential removal were changed to be trimmed and retained.

On May 21, 2024, the City Council authorized City Manager to enter and execute a Standard Voluntary Agreement (SVA), with the California Department of Toxic Substance Control (DTSC) and pay associated fees for soil cleanup of hazardous materials and approved the advertising and call for bids for the City of Marina Buildings Blight Removal 2024 Project.

ANALYSIS:

On September 24, 2024, four (4) sealed bids were received, opened, and were publicly read in person for the project. Following is the tabulation of bids received:

Name of Company and Address	Base Bid (Award)	Additive Bid 1	Grand Total Bid
Randazzo Enterprises, Inc. Castroville, CA	\$1,273,647.00	\$565,158.00	\$ 1,838,805.00
W.C. Maloney, LLC Stockton, CA	\$1,525,970.00	\$661,702.00	\$ 2,183,672.00
Resource Environmental, Inc. Cerritos, CA	\$1,678,999.00	\$525,165.00	\$ 2,204,164.00
Unlimited Environmental Inc. Santa Fe Springs, CA	\$1,913,994.84 *	\$545,423.00 *	\$ 2,459,417.84 *
* Corrected Amount			

The Engineer's Opinion of Probable Construction Cost for this project is:

Base Bid: \$1,667,545.00, Additive Bid: \$419,465.00 and Grand Total: \$2,087,010.00

The bids were reviewed and found that four bids were responsive. The lowest responsive, responsible bidder, Randazzo Enterprises Inc. is a local firm and had work successfully with neighboring Cities and Marina Community Partners in the removal of numerous building blights from the former Fort Ord.

FISCAL IMPACT:

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

Estimated Expense	Amount
Construction Contract (Base Bid Only)	\$1,273,647.00
Construction Contingency Allowance (10%)	\$ 127,365.00
Construction Management and Inspection and Monitoring and Testing Allowance	\$ 250,000.00
Project Management, Surveys, Engineering & Misc. Expenses	\$ 120,000.00
Total Estimated Expenditure	\$ 1,771,012.00

This is an approved CIP project (HSF2101) with an available funding amount of \$ 2.2 M and sufficient to award the execution of the **Base Bid only** for the City of Marina Buildings Blight Removal 2024 Project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Planning Division determined that this action, awarding a construction contract and executing the City of Marina Buildings Blight Removal 2024 Project, is not a project under CEQA.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina