

RESOLUTION NO. 2025-01

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-, AWARDING A CONSTRUCTION CONTRACT FOR THE GLORYA JEAN TATE PARK IMPROVEMENTS PHASE 2 PROJECT TO MONTEREY PENINSULA ENGINEERING OF MARINA CA. FOR THE GRAND TOTAL BID IN THE AMOUNT OF \$4,526,351.90; 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, one of the key goals of the City of Marina Parks and Recreation Facilities Master Plan is to, “prioritize the improvement of existing parks and development of new parks.”; and

WHEREAS, the City Council has prioritized the funding, design, and construction of new city parks public and renovating existing city parks; and

WHEREAS, the parks concept plans 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, and made recommendations for changes; and

WHEREAS, on April 9, 2019, the City Council passed Resolution 2019-36, receiving presentations on park concept plans for Sea Haven Park and provided comments; and

WHEREAS, on August 3, 2022, the City Council passed Resolution 2022-104 approving amendment No. 1 to the On Call Landscape Architectural Services with Verde Design, Inc. to allow the design and preparation of bidding documents for the Glorya Jean Tate Improvements, Phase 2; and

WHEREAS, on January 26, 2023, a community outreach meeting was held to collect input on the proposed playground equipment. Early this year the City staff worked with Verde and Kompan to check the viability of the play equipment purchased for the Sea Haven Park for the Glorya Jean Tate Park playground area; and

WHEREAS, on June 8, 2024, Resolution 2024-71, the City Council approved Final design of Glorya Jean Tate Park Improvements, Phase 2; and

WHEREAS, the Glory Jean Tate Park Improvements, Phase 2 project includes the following park elements; dog park, basketball court, two pickleball courts, exercise/fitness area and horseshoe/cornhole court, picnic areas with pavilions, open turf area, landscaping and walkways in and around the park, park entrances along Abdy Way, Reservation Road and Cardoza Avenue, parking extension with EV charging stations and playground area; and

WHEREAS, on June 8, 2024, Resolution 2024-71, the City Council approved Transfer of unexpended fund balance of approximately \$1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016); and

WHEREAS, on November 13, 2024 the Tree Committee approved the project and on November 19, 2024, Resolution No. 2024-128 the City Council approved the advertisement and call for bids for the Glorya Jean Tate Park Improvements, Phase 2 project; and
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WHEREAS, the Glorya Jean Tate Park Improvements, Phase 2 project (QLP 2119) is included in the Capital Improvement Program with a budget of \$8M; and

WHEREAS, on January 8, 2025, four (4) sealed bids were received, opened, and were publicly read in person for the project. The following are the bid results: Monterey Peninsula Engineering of Marina, CA: \$4,453,351.90 (Base Bid), \$4,000.00 (Additive Alt. Bid 1), \$69,000.00 (Additive Alt. Bid 2), \$4,526,351.90 (Grand total Bid); Robert A. Bothman Inc. of Santa Clara, CA: \$5,041,000.00 (Base Bid), \$21,000.00 (Additive Alt. Bid 1), \$85,000.00 (Additive Alt. Bid 2), \$5,147,000.00 (Grand total Bid); Galeb Paving Inc. of Saratoga, CA: \$5,336,936.39 (Base Bid), \$20,900.00 (Additive Alt. Bid 1), \$26,400.00 (Additive Alt. Bid 2), \$5,384,236.39 (Grand total Bid); and The don Chapin Company of Salinas, CA: \$5,871,058.00 (Base Bid), \$5,000.00 (Additive Alt. Bid 1), \$50,000.00 (Additive Alt. Bid 2), \$5,926,058.00 (Grand total Bid) ; and

WHEREAS, the estimated expenditure is \$7,961,328.22 and the approved CIP project funding amount of \$8M is sufficient to award the construction of the Grand Total Bid, and has about \$38, 671.78 available for transfer of fund from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016) ; and

WHEREAS, this action of awarding of construction contract for the execution of the Glorya Jean Tate Park Improvements Phase 2 Project is not a project as defined by the California Environmental Quality Act (CEQA); and

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

1. Adopt Resolution No. 2025-, awarding a construction contract for the Glorya Jean Tate Park Improvements Phase 2 Project to Monterey Peninsula Engineering of Marina CA for the grand total bid in the amount of \$4,526,351.90; 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. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22nd day of January 2025, by the following vote:

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

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: McAdams

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

A9 FORM OF CONTRACT

FOR

Glorya Jean Tate Park Improvements Phase 2 Project

THIS CONTRACT is made and entered into this 2024, 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 (MPE), hereinafter called "Contractor", for the work described herein.

- a. WITNESSETH, in this consideration of their covenants, the parties hereto agree as follows:
2. Contract Award. In response to the Notice to Bidders, Contractor submitted a Proposal to perform the work for the Glorya Jean Tate Park Improvements Phase 2 Project ("Project"). On January 22, 2025, the City awarded this Contract to Contractor.
3. Contract Documents. The Contract Documents for this Contract consist of the following, which comprise the entire agreement between the City and Contractor:
- a. Notice to Bidders & Information for Bidders
 - b. Accepted Proposal (**A3**)
 - c. Proposal Supplement Including an Experience Statement and List of Proposed Subcontractors (**A4-A5**);
 - d. Proposal Guaranty Bond(**A6**);
 - e. Non- Collusion Affidavit (**A7**);
 - f. Local Hiring Requirements (**A8**);
 - g. Contract Agreement (**A9**)
 - h. Bond for Labor and Material (**A10**); (**only if bid amount exceeds \$25,000**)
 - i. Performance Bond (**A11**); (**only if bid amount exceeds \$25,000**)
 - j. Evidence of Insurance (Certificate of Insurance)
 - k. Project Plans and Specifications
 - l. Standard Plans and Specifications, Caltrans – 2023 Edition
 - m. California Building Code and associated codes- recent edition adopted by the City (for Building Related projects)
 - n. Any Addenda
 - o. Any Construction Change Order
 - p. Additional documents: _____

These Contract Documents are incorporated into this Contract and made a part hereof as fully and completely as if set forth herein verbatim.

4. Contractor's Obligations. 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 Project at the time and in the manner provided, and in strict accordance with the plans and specifications, therefore. Contractor must use its best efforts to complete the work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.



5. Payment. As full and complete compensation for Contractor's timely performance and completion of the work in strict accordance with the terms and conditions of the Contract Documents, the City will pay Contractor **four million five hundred twenty six thousand three hundred fifty one and ninety cents (\$4,526,351.90)** ("Contract Price") for all of Contractor's direct and indirect costs to perform the work, including all labor, materials, supplies, equipment, taxes, insurance, bonds, and all overhead costs, in accordance with the payment provisions in the Contract Documents.
6. Time for Completion. Contractor will fully complete the work 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.
7. Indemnification.
 - a. The City and all officers, employees, and agents thereof connected with the work, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence, or sole willful misconduct, of the City's officers or employees.
 - b. To the fullest extent permitted by law, the Contractor will indemnify, defend (with counsel approved by the City), and hold harmless the City, its officials, officers, employees, agents, volunteers, and consultants ("indemnified parties") from and against any or all loss, liability, expense, claims, penalties, costs (including costs, attorneys' fees and expert fees of defense), suits, and damages of every kind, nature, and description directly or indirectly arising from or in any way connected to the performance of the work ("Claims"), regardless of Contractor's fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of an indemnified party; except that said indemnity shall not be applicable to Claims arising from the sole negligence, active negligence, or sole willful misconduct of an indemnified party. In instances where the active negligence of an indemnified party accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion of the percentage of liability not attributable to the active negligence of the indemnified party.
 - c. The Contractor will indemnify, defend, and hold harmless the City, the City's officials, officers, employees, volunteers, agents, and the Construction Manager and Engineer/Architect for all liability on account of any patent rights, copyrights, trade names, or other intellectual property rights that may apply to the Contractor's performance of the work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the work, and will furnish written assurance satisfactory to the City that any such charges have been paid.
 - d. Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 6. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorneys' fees incurred. The Contractor will
 - e. promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers, or consultants for any Claims. In the event the City, its officials, officers,

Glorya Jean Tate Park Improvements Phase 2 Project

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employees, agents, volunteers, or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers, and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.

- f. In accordance with Civil Code § 2782(a), nothing in the Contract will be construed to indemnify the City for defects in design furnished by the City.
 - g. This indemnification and duty to defend shall extend to Claims asserted after termination of this Contract for whatever reason.
 - h. The City and Contractor shall timely notify each other of the receipt of any third-party claim relating to the contract. The City shall be entitled to recover its reasonable costs incurred in providing such notification.
8. Guarantee. 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 City of Marina against all loss and damage occasioned by any such defect, discovered within that 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 that one year, then the obligation of the Contractor to repair and replace that defective material or workmanship shall continue until one year after the actual discovery thereof.
9. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
10. Independent Contractor.
- a. The Contractor is and shall at all times remain as to City a wholly independent contractor. The personnel performing the work under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in the Contract Documents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Contractor's employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which City provides its own employees.
 - b. Any and all claims that may arise under the Workers' Compensation Act on behalf of Contractor's employees or sub-contractors, while so engaged in the work, and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor employees or sub-contractors, while so engaged in any of the work provided for or rendered herein shall not be City's obligation.
11. Conflicts of Interest. Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or



requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

12. Bonds and Insurance. Concurrently with the execution of this Contract, Contractor shall file with the City of Marina the bonds and evidence of insurance specified in the Contract Documents and subject to adjustment provided therein. 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, 2023 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.
13. Audit, and Examination and Ownership of Records.
 - a. Contractor shall maintain complete and accurate records with that relate to the performance of work under this Contract in sufficient detail to permit an evaluation of work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
 - b. The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project-related data of the Contractor, subcontractors engaged in performance of the work, and suppliers providing supplies, equipment and other materials required for the work, including computations and projections related to bidding, negotiating, pricing or performing the work or contract modifications and other materials concerning the work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data.
 - c. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the work site, and at any other location where such Project related data may be kept until three (3) years after final payment under the Contract.
 - d. Pursuant to California Government Code section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.
 - e. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, shop drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.
 - f. This Section 12 shall survive termination of this Contract.
14. Notice. All notices, requests, and approvals must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal



15. Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, by first class mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City:

Layne Long
City Manager
211 Hillcrest Avue
Marina CA 93933

To the Contractor:

Monterey Peninsula Engineering
Attn. Peter Taormina, Manager
P.O Box 400
Marina CA 93933
petertmpe@gmail.com

Notice is effective on the date of personal service; the date of delivery confirmed by a reputable overnight delivery service; or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email.

16. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Contract or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
17. Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Contract except as expressly provided in the Contract Documents.
18. Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Monterey County, or the federal district court with jurisdiction over the City, and no other place.
19. Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
20. Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between the City and Contractor.
21. Waiver. Neither the acceptance of work or payment for work pursuant to this Contract shall constitute a waiver of any rights or obligations arising under this Contract. The failure by the City to enforce any of Contractor's obligations or to exercise City's rights shall in no event be deemed a waiver of the right to do so thereafter.
22. Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
23. Authorization. Each individual signing below warrants that they are authorized to do so by the party

Glorya Jean Tate Park Improvements Phase 2 Project

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that they represent, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

24. 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 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.
- c. Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.
- d. 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. 2025-____



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
January 22, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
AWARDING A CONSTRUCTION CONTRACT FOR THE GLORYA JEAN
TATE PARK IMPROVEMENTS PHASE 2 PROJECT TO MONTEREY
PENINSULA ENGINEERING OF MARINA CA. FOR THE GRAND TOTAL
BID IN THE AMOUNT OF \$4,526,351.90; 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.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2025-, awarding a construction contract for the Glorya Jean Tate Park Improvements Phase 2 Project to Monterey Peninsula Engineering of Marina CA for the grand total bid in the amount of \$4,526,351.90; 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:

In 2005 the City of Marina adopted a Parks and Recreation Facilities Master Plan. One of the key goals of this plan was to, "Prioritize the improvement of existing parks and development of new parks." The City Council has prioritized the funding, design, and construction of city parks including the new Sea Haven Park and Dunes City Park and the renovation of the existing Glorya Jean Tate Park, Windy Hill Park, and Preston Park.

Many public meetings and open houses have been held for improvements to city parks, particularly Sea Haven, Glorya Jean Tate and Dunes City Park. The parks concept plans 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, and made recommendations for changes.

On April 9, 2019, the City Council passed Resolution 2019-36, receiving presentations on various park concept plans and provided comments. The revised concept plan for Glorya Jean-Tate Park served as a basis for the pump track and future park improvement designs.

On August 3, 2022, Resolution 2022-104, the City Council approved amendment 1 to the On-Call Landscape Architectural Services Agreement with Verde Design, Inc. for the design and preparation of construction documents for the Glorya Jean Tate Park Improvements Phase 2 Project.

The project was put on hold while evaluating playground equipment on various City parks. Early this year the City staff worked with Verde and Kompan to check the viability of the play equipment purchased for the Sea Haven Park for the Glorya Jean Tate Park playground area.

The first phase of the Glorya Jean Tate Park was the construction of the Pump Track and Restroom Improvements. The City Council accepted completion of the Pump Track on October 17, 2023, Resolution No. 2023-101. The Restroom Improvement was completed through the General Building On Call Contract.

On June 8, 2024, Resolution 2024-71, the City Council approved the final design of Glorya Jean Tate Park. The Glorya Jean Tate Park Improvements, Phase 2 project highlights the following park elements;

- Dog Park, sectioned to separate the smaller dogs from that of the larger dogs.
- Basketball court, two pickleball courts, and horseshoe/cornhole court and Exercise/fitness area.
- Picnic areas with pavilions.
- Open turf area and walkways in and around the park.
- Landscaping, including planting new 52 evergreen trees
- The park entrances along Abdy Avenue, Cardoza Avenue and Reservation Road.
- Parking extension (23 additional parking stalls) with Electric Vehicles (EV) charging stations. Two of the parking stalls has to be completed and operational (with EV chargers) and eleven has to be EV ready (the supporting infrastructure to be completed and EV chargers to be installed at a later date)
- Play area, using play equipment initially procured for the Sea Haven Community Park.

The work included in this award of contract is the construction of the park elements mentioned above, including infrastructure to support the installation of the playground and fitness equipment. The playground and fitness equipment, installation and necessary surfacing were purchased by the City directly from Kompan and not included in this award of construction contract.

The Glorya Jean Tate Park Improvements Phase 2 project will be constructed with two separate contractors. Construction will be coordinated and closely monitored to allow the construction of the park improvements and installation of playground equipment and fitness equipment smoothly minimizing conflicts and delays.

On November 13, 2024 Tree Committee approved the project and on November 19, 2024, Resolution No. 2024-128 the City Council approved the advertisement and call for bids for the Glorya Jean Tate Park Improvements, Phase 2 project.

ANALYSIS:

On January 8, 2025, 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	Additive Alt. Bid 1	Additive Alt. Bid 2	Grand Total Bid
Monterey Peninsula Engineering Marina, CA	\$4,453,351.90	\$4,000.00	\$69,000.00	\$4,526,351.90
Robert A. Bothman Inc., DBA Robert Bothman Construction Santa Clara, CA	\$5,041,000.00	\$21,000.00	\$85,000.00	\$5,147,000.00
Galeb Paving, Inc. Saratoga, CA	\$5,336,936.39 *	\$20,900.00	\$26,400.00	\$5,384,236.39 *
The Don Chapin Co. Inc. Salinas, CA	\$5,871,058.00	\$5,000.00	\$50,000.00	\$5,926,058.00
* Corrected Amount				

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

Base Bid: \$4,018,150.50, Additive Alternate Bid 1: \$10,000.00, and Additive Alternate Bid 2: \$72,000.00 for a Grand Total: \$4,100,150.50.

The Base Bid includes construction of park elements described above, Additive Alternate Bid 1 is for the installation of two EV chargers and Additive Alternate Bid 2 is for the 12 months landscaping maintenance (during the one year warranty period). The City may elect to award the base bid only, Base bid plus additive bid 1 or Base bid plus additive bid 2 or the grand total bid (base bid plus additive bids 1 and 2). The Specifications allow the City to award any or all the additive bids later as construction change order, this will allow the city staff to evaluate and decide on maintenance and management of the EV charging stations.

The bids were reviewed and found that all four bids were responsive. The lowest responsive, responsible bidder, Monterey Peninsula Engineering, is a local firm and has worked successfully with the City in the past on several City park projects including the Pump Track at the Gloriosa Jean Tate Park .

FISCAL IMPACT:

The following is the estimated expenditure to execute the project to completion.

Estimated Expenditure	Amount
Construction Contract (Grand Total bid)	\$4,526,351.90
Construction Contingency Allowance (10%)	\$ 452,635.19
Play and Fitness Equipment and Surfacing (KOMPAN Contract)	\$ 1,876,127.13
Construction Management and Inspection and Monitoring and Testing Allowance	\$ 400,000.00
Project Management, Surveys, Engineering & Misc. Expenses (PG&E connection fees)	\$ 706,214.00
Total Estimated Expenditure	\$ 7,961,328.22

This is an approved CIP project with a funding amount of \$ 1,700,000 (Prior Years), \$3,150,000 (FY 2023-2024), and \$3,150,000 (FY 2024-25) for a total project funding of \$8,000,000.

In May 2024, the project estimate was approximately \$6,186,664 million. The new estimate of \$7,961,328 is significantly higher due to several features added to the scope, such as the parking extension, EV charging station, and two pavilions which were added after the first estimate. In addition, the lowest bid came in higher than the Engineer's Opinion of Probable Construction Cost. Engineering, Construction Management & Inspection costs were also higher than expected. Lastly, the fitness equipment and surfacing was omitted from the first estimate.

Based on May 2024 estimate, City Council approved Resolution 2024-71 authorizing a transfer of unexpended fund balance of approximately \$1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016).

However, the most current estimate, of \$7,961,328.22 results in an anticipate unexpended fund balance of \$38,671.78.

The approved CIP project funding amount of \$8M is sufficient to award the construction of the Grand Total Bid, and has about \$38, 671.78 available for transfer of fund from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016).

Staff will provide updated cost estimates and funding options for Sea Haven Community Park at the next City Council meeting on February 4, 2025.

California Environmental Quality Act (CEQA)

This action, awarding the construction contract for the execution of the Glorya Jean Tate Park Improvements Phase 2 Project, is not a project as defined by the California Environmental Quality Act (CEQA).

CONCLUSION:

This request is submitted to the City Council for consideration and input.

Respectfully submitted,

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

REVIEWED/CONCUR:

Andrea M. Willer, Ed.D
Recreation & Cultural Services Director
City of Marina

Layne P. Long
City Manager
City of Marina