

RESOLUTION NO. 2019-87

A RESOLUTION OF THE CITY OF MARINA AWARDING THE 2019 CITYWIDE STREET REPAIR PROJECT TO MONTEREY PENINSULA ENGINEERING OF MARINA, CALIFORNIA FOR THE AMOUNT OF \$1,473,687.50, AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, at the regular meeting of May 8, 2018, the City Council of the City of Marina adopted Resolution No. 2018-46, receiving the proposed 2018-19 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 18/19 budget for roadway maintenance. The FY 19/20 CIP budget for the City's annual street resurfacing project was approved for by Resolution No. 2019-64, and;

WHEREAS, at the regular meeting of April 18, 2019, the Public Works Commission received a presentation on the scope of the 2019 Citywide Street Repair Project, and;

WHEREAS, at the regular meeting of June 4, 2019, the City Council of the City of Marina adopted Resolution No. 2019-56, approving advertising and call for bids for the 2019 Citywide Street Repair Project. The project will address specific areas of pavement failures within certain roads with full-depth reconstruction patches, or digouts, cape seal wearing course and a pavement-preserving slurry sealing. The project scope will also include accessibility improvements at street corners, and;

WHEREAS, on July 17, 2019, City staff advertised the Project with an Engineer's construction estimate of \$1,200,000. On August 13, 2019, two (2) sealed bids were received, opened and publicly read for the 2019 Citywide Street Repair Project, and;

WHEREAS, the lowest bid total is \$1,473,687.50 from Monterey Peninsula Engineering of Marina, California. This bid was received and found to be responsive, and staff has not identified issues concerning Monterey Peninsula Engineering's responsibility to perform the work of the contract. Checking with other local agencies for the difference in the Engineer's estimate to the bid results found the increase costs in slurry sealing and hot mix asphalt to be in line with current market costs, and;

WHEREAS, the cost estimate for City staff construction inspection, administration, contingency and project closeout is \$324,211.25. Therefore, the total project cost amounts to \$1,797,898.75 and;

WHEREAS, should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account APR1801 – Annual St Resurfacing, and;

WHEREAS, the City of Marina determined the project is exempt from the California Environmental Quality Act (CEQA) Guidelines per Article 19, Section 15301, Class 1 because the project is consisting of repair and maintenance of existing public structures and facilities with no expansion of use.

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

1. Award the 2019 Citywide Street Repair Project to Monterey Peninsula Engineering of Marina, California for the amount of \$1,473,687.50, and;
2. Authorize City Manager to execute contract documents and all change orders on behalf of City subject to final review and approval by the City Attorney, and;
3. Authorize 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 20th day of August 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

2019 CITYWIDE STREET REPAIR PROJECT

THIS AGREEMENT, made and entered into this ____ 2019, 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, hereinafter called "Contractor,"

W I T N E S S E T H:

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

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 Specifications;
- h. The California State Standard Specifications and Standard Details 2015; and
- i. Insurance.

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

and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

One Million Four Hundred Seventy-Three Thousand
Six Hundred Eighty Seven Dollars and Fifty Cents

(\$1,473,687.50)

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

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

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

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

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

then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 7-1.06 of the Standard Specifications, State of California, 2015 Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

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

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

ELEVENTH:

COMPLIANCE WITH PROVISIONS OF LAW.

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

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

CONTRACTOR

CITY OF MARINA

By: _____

By: Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Robert Wellington, City Attorney

By: _____

Date: _____

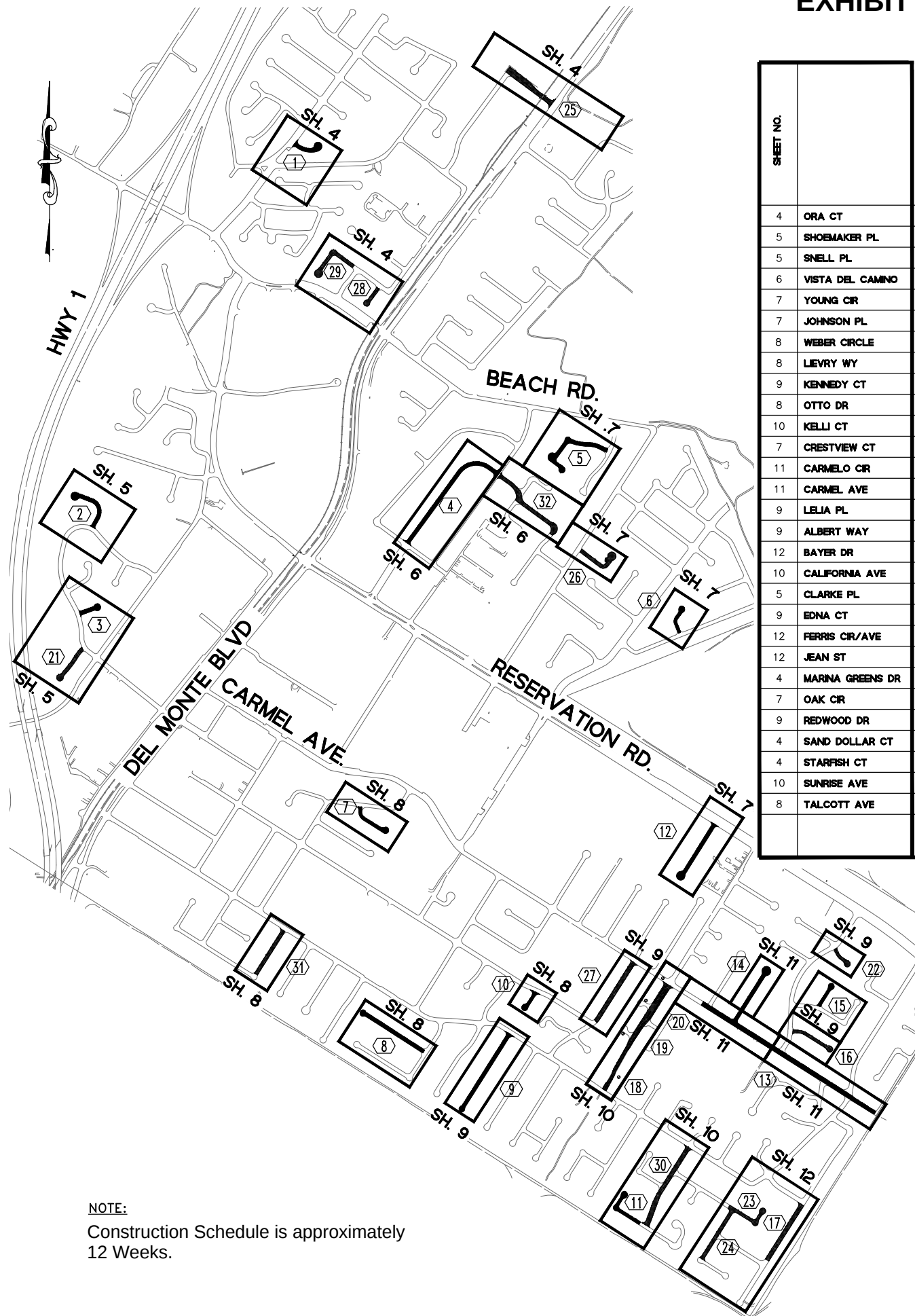
Date: _____

ATTESTED:

Anita Shepherd-Sharp, Deputy City Clerk

Date: _____

Resolution No. 2019-__



NOTE:
Construction Schedule is approximately
12 Weeks.

August 13, 2019

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 20, 2019

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2019-,
AWARDING THE 2019 CITYWIDE STREET REPAIR PROJECT TO
MONTEREY PENINSULA ENGINEERING OF MARINA, CALIFORNIA
FOR THE AMOUNT OF \$1,473,687.50, AUTHORIZING CITY
MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL
CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2019-, awarding the 2019 Citywide Street Repair Project to Monterey Peninsula Engineering Company of Marina, California for the amount of \$1,473,687.50 and;
2. Authorizing City Manager to execute contract documents and all change orders on behalf of City subject to final review and approval by the City Attorney, and;
3. Authorizing Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

At the regular meeting of May 8, 2018, the City Council of the City of Marina adopted Resolution No. 2018-46, receiving the proposed 2018-19 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 18/19 budget for roadway maintenance. The FY 19/20 CIP budget for the City's annual street resurfacing project was approved for by Resolution No. 2019-64.

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At the regular meeting of June 4, 2019, the City Council of the City of Marina adopted Resolution No. 2019-56, approving advertising and call for bids for the 2019 Citywide Street Repair Project. The project will address specific areas of pavement failures within certain roads with full-depth reconstruction patches, or digouts, cape seal wearing course and a pavement-preserving slurry sealing. The project scope will also include accessibility improvements at street corners.

ANALYSIS:

On July 17, 2019, City staff advertised the Project with an Engineer's construction estimate of \$1,281,432. On August 13, 2019, sealed bids were received, opened and publicly read for the 2019 Citywide Street Repair Project.

Two (2) bids were received as follows:

Monterey Peninsula Engineering	\$1,473,687.50 (Lowest Bid)
Granite Construction Company	\$1,588,448.00

The lowest bid total is \$1,473,687.50 from Monterey Peninsula Engineering of Marina, California. This bid was received and found to be responsive, and staff has not identified issues concerning Monterey Peninsula Engineering's responsibility to perform the work of the contract. Checking with other local agencies for the difference in the Engineer's estimate to the bid results found the increase costs in slurry sealing and hot mix asphalt to be in line with current market costs.

The cost estimate for City staff construction inspection, administration, contingency and project closeout is \$324,211.25. Therefore, the total project cost amounts to \$1,797,898.75.

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account APR1801 – Annual St Resurfacing.

California Environmental Quality Act (CEQA)

The City of Marina determined the project is exempt from the California Environmental Quality Act (CEQA) Guidelines per Article 19, Section 15301, Class 1 because the project is consisting of repair and maintenance of existing public structures and facilities with no expansion of use.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
Public Works Department
City of Marina

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