

RESOLUTION NO. 2019-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AWARDING THE CONSTRUCTION CONTRACT TO WILLIAM A THAYER
CONSTRUCTION OF SALINAS, CALIFORNIA, FOR THE 771 NEESON
ROAD RESTAURANT REMODEL PROJECT, AND; INCREASING
APPROPRIATIONS IN FY 2019-20 BUDGET, AIRPORT CAPITAL PROJECTS
FUND 460, AND; INCREASING APPROPRIATIONS IN FY 2019-20 BUDGET,
AIRPORT OPERATIONS FUND 555, AND; AUTHORIZING FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES, AND; AUTHORIZING CITY MANAGER TO EXECUTE THE
CONTRACT DOCUMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City entered into a lease agreement for 771 Neeson Road, and;

WHEREAS, the agreement requires a completed remodeled building, and;

WHEREAS, the City completed as much work as possible with staff, and;

WHEREAS, the remaining work requires licensed contractors, and;

WHEREAS, the City is a member of Sourcewell which issues bids for job order contracts to be utilized by member agencies, and;

WHEREAS, William A. Thayer is currently a contractor under a job order contract with Sourcewell, and;

WHEREAS, William A. Thayer was asked to provide a proposal for the remaining work, and;

WHEREAS, William A. Thayer has the expertise to complete the project, and;

WHEREAS, Total cost of the project proposal is \$137,516.50. with a standard 10% contingency for unforeseen costs, and;

WHEREAS, the Airport Operations Fund 555 is the source of funding for this project. The Adopted FY 2019-20 Budget, Airport Operations Fund, Transfer Out (to) Capital Projects, Account No. 555.000.000.00-9500.460 to the Airport Capital Project Fund, Building 529/Restaurant Improvements Project #470 will be amended to increase appropriations by \$62,520 and will be funded from the Airport Operations Fund 555 Available Fund Balance estimated to be \$1,644,806 at June 30, 2019, and;

WHEREAS, the Adopted FY2019-20 Budget, Airport Capital Projects Fund 460, Building 529/Restaurant Improvements Project #470 will be amended to increase appropriations as follows:

<u>Revenue/Funding</u>	<u>Acct. No.</u>	<u>Approved</u>	<u>Increase</u>	<u>Amended</u>
Prior Years' Unspent Balance		\$ 30,000	-	\$ 30,000
Transfer In Fund 555	9100.555	\$ 45,000	\$ 62,520	\$ 107,520
Totals		\$ 75,000	\$ 62,520	\$ 137,520

<u>Expenditures</u>	<u>Acct. No.</u>	<u>Approved</u>	<u>Increase</u>	<u>Amended</u>
Staffing	6000.xxx	\$ 20,000	\$ (20,000)	\$ -
Construction	6700.105	\$ 55,000	\$ 82,520	\$ 137,520
Totals		\$ 75,000	\$ 62,520	\$ 137,520

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

1. Award the construction contract to William A Thayer Construction of Salinas, California for the Completion of 771 Neeson Road Restaurant Remodel Project, and;
2. Increase appropriations in FY 2019-20 Budget, Airport Capital Projects Fund 460, and;
3. Increase appropriations in FY 2019-20 Airport Operations Fund 555, and;
4. Authorize the Finance Director to make the necessary accounting and budgetary entries, and;
5. Authorize City Manager to execute all contract documents on behalf of the City subject to final review and approval by the City Attorney (Exhibit A).

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 19th day of November 2019, by the following vote:

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

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Delgado

ABSTAIN: COUNCIL MEMBERS: None

Gail Morton, Mayor Pro-Tem

ATTEST:

Anita Sharp, Deputy City Clerk

A8 FORM OF CONTRACT FOR

**Airport Restaurant
Exterior Improvements**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between Marina, a municipal corporation of the State of California, hereinafter called "City," and William A. Thayer Construction, Inc., 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, deconstruct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **Airport Restaurant Exterior Improvements** at the City of Marina, CA.

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 EXIQC Contract Work Order of Contractor
- b. Plans and Specifications for the project;
- c. Standard Plans and Standard Specifications, City of Marina, 2006 Edition
- d. Special Provisions of the Contract
- e. 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.

\$125,015.26

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. 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:

(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.

ELEVENTH:

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorneys fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors, excepting only to the extent same result from the sole negligence, active negligence or willful misconduct of City, its employees, officials, or agents.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor, excepting only to the extent liability arises from the sole negligence, active negligence or willful misconduct of City.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

TWELFTH: 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.

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: _____

By: _____

Robert Wellington, City Attorney

Date: _____

Date: _____

ATTESTED:

Anita Shepherd-Sharp, Deputy City Clerk

Date: _____

Resolution No. 2017-__



Work Order Signature Document

EZIQC Contract No.: CA-07-CC-B-B-030618-WTC



New Work Order



Modify an Existing Work Order

Work Order Number.: 072723.00

Work Order Date: 11/06/2019

Work Order Title: 771 Neeson Road, Tenant Improvement Project

Owner Name: City of Marina

Contractor Name: William A. Thayer Construction, Inc.

Contact: Daniel Paolini

Contact: William Thayer

Phone: 831-884-1285

Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-07-CC-B-B-030618-WTC.

Brief Work Order Description:

Exterior Improvements at 711 Neeson Road, Marina per Architects plan

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$125,015.26

Owner Purchase Order Number:

Approvals

City of Marina

Date

Contractor

Date

11/6/19



Detailed Scope of Work

To: William Thayer
William A. Thayer Construction, Inc.
20 J San Benancio Road
Salinas, CA 93908
No Data Input

From: Daniel Paolini
City of Marina
211 Hillcrest Ave
Marina, CA 93933
831-884-1285

Date Printed: November 08, 2019

Work Order Number: 072723.00

Work Order Title: 771 Neeson Road, Tenant Improvement Project

Brief Scope: Exterior Improvements at 711 Neeson Road, Marina per Architects plan



Preliminary



Revised



Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Exterior Improvements at 711 Neeson Road, Marina per attached Congleton Architects plan

All exterior walls except at enclosed patio wall:

- Apply vapor barrier to face of lower wall - entire building
- Apply 1" three-coat stucco with I/integral color over entire lower walls.
- Paint all wood wall faces, window and eave trim, porches and arbor

Entry porch steps and ramp facing neeson road

- Construct new steps w/ ADA-compliant handrails
- Repair damaged areas of (E) CMU walls.
- Grout all cores solid.
- Apply stucco to all faces of walls.
- Install all new handrails and guard rails
- Paint all wood areas

New wall facing at north wall between indoor and outdoor decks

- Remove existing windows - set aside for reuse if feasible.
- Install new corrugated aluminum siding over (E) wall face to bottom of roof truss
- Install new fixed vinyl windows at upper wall (exposing face of truss structure)
- Reinstall vinyl windows in existing openings.

USE PolyCarbonate

West side site and ramp improvements: Eliminated from SOW per Value Engineering Meeting with Thayer Construction and City of Marina on 10/30/19

- Relocate handicap parking stalls to north end of lot
- Replace portion of walk to provide path of access
- Install new ramp serving loading dock and north west entry.
- Install steps to west end of loading dock

Existing north side deck and ramp

Detailed Scope of Work Continues..

Work Order Number: 072723.00
Work Order Title: 771 Neeson Road, Tenant Improvement Project

- Prep and repaint all elements of guardrail.

NOTE: ELIMINATED FROM FINAL SOW PER VALUE ENGINEERING MEETING WITH THAYER CONSTRUCTION AND CITY OF MARINA ON 10/30/19:

- All ADA parking and sidewalk work.
- Revised the custom window system to incorporate a "Lexan" corrugated polycarbonate system instead of custom fabricated white vinyl windows. Attached is technical data on the polycarbonate material.

Subject to the terms and conditions of JOC Contract CA-07-CC-B-B-030618-WTC.

Contractor

Date

City of Marina

Date

← → ↻ Secure | https://www.njpacoop.org/njpaccess-vendors/member-search/



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Name	City	State	Member ID
Beverly Hills Unified School District	Marina Del Rey	CA	15655
City of Marina	MARINA	CA	27263
Fot Ord Reuse Authority	Marina	CA	44611
Goodwill Industries of Santa Cruz, Monterey, & San	Marina	CA	21375
Marina Coast Water District	Marina	CA	84814
MARINA HEALTH CLINIC	MARINA	CA	42934
MARINA MIDDLE SCHOOL	SAN FRANCISCO	CA	54425
MONTEREY COUNTY FREE LIBRARY	MARINA	CA	18691
SANDWICH MARINA	SANDWICH	MA	51075

Or search by: [Membership List \(.xls\)](#)

www.njpacoop.org



Bid Opening Witness

202 12th Street NE
P.O. Box 219
Staples, MN 56479

Date of opening: March 14, 2018

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all Bidder's responses received to the Invitation for Bid for the State of California: Region 3 – North Central Valley, Region 4 – Bay Area, Region 5 – Central Valley, Region 7 – Central Coast, Region 8 – Southland, and Region 9 – San Diego Imperial Areas EZIQC for the procurement of Indefinite Quantity Construction Services by NJPA and NJPA Members.

Bid responses were received from the following Bidders:

AAGK, LLC	MDJ Management, LLC
ABM Electrical and Lighting Solutions	MTM Construction, Inc.
ACCO Engineered Systems	Newton Construction and Management
All Source Coatings, Inc.	Nu Age Development, Inc
Angeles Contractor, Inc.	Olympos Painting, Inc.
Ausonio, Inc.	Pacific Building Group
Diversified Maintenance Systems, Inc.	Pacific Contractors Group, Inc.
Durham Construction Company, Inc.	Pub Construction, Inc.
EMCOR Services, Mesa Energy Systems, Inc.	Puma Construction, Inc.
Good-Men Roofing and Construction, Inc.	Staples Construction Company, Inc.
Grondin Construction, Inc.	Strategic Mechanical, Inc.
Harry H. Joh Construction, Inc.	Sylvester Roofing Company, Inc.
Haus Construction, Inc.	Vet-Force Engineering & Construction
Horizons Construction Company, Int'l, Inc.	Vincor Construction, Inc.
Krieger Electric	William A Thayer Construction, Inc.
Mark Scott Construction, Inc.	World Wide Construction

As per the Invitation for Bid, NJPA waives these indiscretions and concludes that none of the missing information was cause for excluding any or all bids.

WITNESSES:


 Joe Morgan, Lead Contract Administrator, NJPA

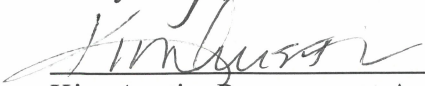
03/14/18

Date


 Corey Jensen, Contract Administrator, NJPA

03/14/18

Date


 Kim Austin, Procurement Analyst III, NJPA

03/14/18

Date

www.njpacoop.org



202 12th Street NE
P.O. Box 219
Staples, MN 56479

A handwritten signature in black ink, appearing to read "Brandon Town", written over a horizontal line.

Brandon Town, Procurement Analyst II, NJPA

03/14/18

Date

A handwritten signature in black ink, appearing to read "Michael Munoz", written over a horizontal line.

Michael Munoz, Procurement Analyst II, NJPA

03/14/18

Date

A handwritten signature in black ink, appearing to read "Matt Peterson", written over a horizontal line.

Matt Peterson, Business Development, Gordian

03/14/18

Date



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA07CCBB-030618

GEOGRAPHIC AREA State of California - Central Coast

This Agreement dated April 4, 2018, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and William A. Thayer Construction at the following address 220 J San Benancio Rd., Salinas, CA 93908

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

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Book 1 – Project Information, Instructions to Bidders and Execution Documents

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Agreement will be issued by an individual NJPA Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 4,700,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY NJPA:

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2321

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.6264

(Specify to four (4) decimal places)

- c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.9856

(Specify to four (4) decimal places)

- d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2813

(Specify to four (4) decimal places)

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Book 1 – Project Information, Instructions to Bidders and Execution Documents

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1. 2321
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Agreement cannot exceed four (4) years. One additional one-year renewal-extension may be offered by NJPA to Contractor beyond the original three-year term if NJPA deems such action to be in the best interests of NJPA and its Members. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets.

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Book 1 – Project Information, Instructions to Bidders and Execution Documents

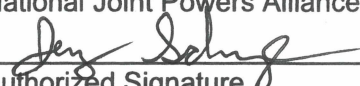
Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

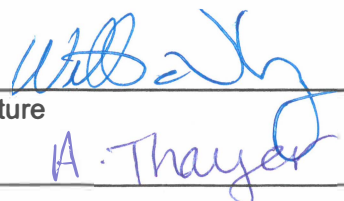
National Joint Powers Alliance


Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO

Print Name

Contractor


Authorized Signature

William A. Thayer
Print Name

Contract Number: CA-07-CC-B-B-030618-WTC (assigned by NJPA)

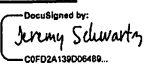
	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# CA-07-CC-B-B-030618-WTC					

Non-prepriced	1.2321	1.0000	1.2321
Normal Working Hours Non-Prevailing Wage	0.9856	1.0329	1.0180
Normal Working Hours Prevailing Wage	1.2321	1.0329	1.2726
Other Than Normal Working Hours Non-Prevailing Wage	1.2813	1.0329	1.3235
Other Than Normal Working Hours Prevailing Wage	1.6264	1.0329	1.6799

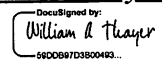
Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of April 4, 2019 through April 3, 2020.

Sourcewell

By:  , Its: Director of Cooperative Contracts and Procurement/CPO
 Name printed or typed: Jeremy Schwartz
 Date: 2/27/2019 | 12:38 PM CST

William A. Thayer Construction, Inc. - #CA-07-CC-B-B-030618-WTC

By:  , Its: President
 Name printed or typed: william A Thayer
 Date: 2/27/2019 | 12:37 PM CST

 If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting of
November 19, 2019

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2019, AWARDING THE CONSTRUCTION CONTRACT TO WILLIAM A THAYER CONSTRUCTION OF SALINAS , CALIFORNIA, FOR THE COMPLETION OF 771 NEESON ROAD RESTAURANT REMODEL PROJECT, AND INCREASING APPROPRIATIONS IN FY 2019-20 BUDGET, AIRPORT CAPITAL PROJECTS FUND 460, AND INCREASING APPROPRIATIONS IN FY 2019-20 BUDGET, AIRPORT OPERATIONS FUND 555, AND AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2019- awarding the construction contract to William A Thayer Construction of Salinas, California for the Completion of 771 Neeson Road Restaurant Remodel Project, and;
2. Increasing appropriations in FY 2019-20 Budget, Airport Capital Projects Fund 460, and;
3. Increasing appropriations in FY 2019-20 Airport Operations Fund 555, and;
4. Authorizing the Finance Director to make the necessary accounting and budgetary entries, and;
5. Authorizing City Manager to execute all contract documents on behalf of the City subject to final review and approval by the City Attorney (**“EXHIBIT A”**).

BACKGROUND:

The Building located at 771 Neeson Road has been in disrepair for a number of years and up until recently had been left vacant. In 2017, the building was leased to a local catering business who entered into a lease agreement that the building would be remodeled to a completed condition.

In 2017 the City hired a contract maintenance worker to begin the work with the first phase of the project focused on interior work such as electrical, decking, drywall repair, painting and plumbing. Early in 2018 the City then entered into an agreement with Brian Congleton to design the exterior improvements. That work began in the spring of 2018, which consisted of new exterior siding, adding new roof structures over the entry and walk-in cooler area and a complete re-roof. This work was done using the contract maintenance worker and public works staff. This work was completed earlier this year. The remaining work consists of exterior painting, stucco, stairs and railings and finishes. This work requires the expertise of licensed contractors.

The City of Marina is a member of the National Joint Powers Alliance (now doing business as Sourcewell) and has a member identification number of 27263 (**“EXHIBIT B”**). One of the services that Sourcewell provides is bidding of job order contracts that member agencies can utilize. Bids are based upon unit pricing for typical items of work that make up construction projects.

Sourcewell issued an Invitation for Bid to which William A. Thayer Construction submitted a bid. Bids were opened on March 14th, 2018 (**“EXHIBIT C”**) and an Indefinite Quantity Construction Agreement (job order contract) was entered into by Sourcewell and William A. Thayer Construction on April 4th, 2018 (**“EXHIBIT D”**). The same contract was extended through April 3rd, 2020 by an Annual Renewal and Modification of Agreement (**“EXHIBIT E”**).

ANALYSIS:

Utilizing an existing job order contract through the City’s Sourcewell membership satisfies the public bidding requirements for construction. The City worked with third party Gordian to facilitate the construction estimate and work with William A. Thayer Construction. The services provided by Gordian are paid for by Sourcewell.

Staff has taken various approaches to constructing the restaurant remodel for the minimum amount of cost. The scope of work in the job order contract would complete the remainder of the work for the remodel. The remaining scope was identified for this contract because it required skilled labor beyond current in-house staffing capabilities.

FISCAL IMPACT:

Should the City Council approve this request, the estimated cost to complete the 771 Neeson Road Restaurant Building Remodel Project is \$125,015.26. With a standard contingency of 10% for unforeseen costs the total cost would be \$137,516.50. The Airport Operations Fund 555 is the source of funding for this project.

The Adopted FY 2019-20 Budget, Airport Operations Fund, Transfer Out (to) Capital Projects, Account No. 555.000.000.00-9500.460 to the Airport Capital Project Fund, Building 529/Restaurant Improvements Project #470 will be amended to increase appropriations by \$62,520 and will be funded from the Airport Enterprise Available Fund Balance estimated to be \$1,644,806 at June 30, 2019.

The Adopted FY2019-20 Budget, Airport Capital Projects Fund 460, Building 529/Restaurant Improvements Project #470 will be amended to increase appropriations as follows:

<u>Revenue/Funding</u>	<u>Acct. No.</u>	<u>Approved</u>	<u>Increase</u>	<u>Amended</u>
Prior Years’ Unspent Balance		\$ 30,000	-	\$ 30,000
Transfer In Fund 555	9100.555	\$ 45,000	\$ 62,520	\$ 107,520
	Totals	\$ 75,000	\$ 62,520	\$ 137,520

<u>Expenditures</u>	<u>Acct. No.</u>	<u>Approved</u>	<u>Increase</u>	<u>Amended</u>
Staffing	6000.xxx	\$ 20,000	\$ (20,000)	\$ -
Construction	6700.105	\$ 55,000	\$ 82,520	\$ 137,520
	Totals	\$ 75,000	\$ 62,520	\$ 137,520

CONCLUSION:

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

Respectfully submitted,

Daniel Paolini, CBO
Chief Building Official
Building Division
Community Development Department
City of Marina

REVIEWED/CONCUR:

Fred Aegerter,
Community Development Department
Community Development Director
City of Marina

Layne P. Long
City Manager
City of Marina