

RESOLUTION NO. 2016-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AWARDING THE DEL MONTE BLVD. AND BEACH RD. IMPROVEMENT PROJECT TO MONTEREY PENINSULA ENGINEERING OF MARINA, CALIFORNIA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND 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

WHEREAS, on July 16, 2015, City staff conducted a public meeting to discuss the proposed improvements including the proposed roundabout at the intersection of Del Monte Boulevard and Beach Road, identify project area constraints, and invite public comments for consideration of the design engineers in developing the preliminary design for City Council review, and;

WHEREAS, at the regular meeting of August 18, 2015, the City Council of the City of Marina adopted Resolution No. 2015-101, approving the construction of a Roundabout in lieu of a traffic signal for the Del Monte Boulevard and Beach Road Intersection Improvement Project, and;

WHEREAS, at the regular meeting of September 15, 2015, the City Council of the City of Marina adopted Resolution No. 2015-109, receiving report of issuance of an Administrative Coastal Development Permit (CD 2015-01) for the Del Monte Boulevard and Beach Road Intersection Improvement Project, in accordance with Marina Zoning Code Section 17.41.200 (G)(14), and;

WHEREAS, at the regular meeting of May 3, 2016, the City Council adopted Resolution 2016-56, approving advertising and call for bids for the Del Monte Blvd. and Beach Rd. Improvement Project, and;

WHEREAS, the lowest bidder was Monterey Peninsula Engineering with a bid in the amount of \$1,952,845.50. This bid was reviewed and found to be responsive, and staff has not identified issues concerning Monterey Peninsula Engineering's responsibility to perform the work of the contract, and;

WHEREAS, the cost estimate for City staff construction inspection, material testing, biological surveying, construction design support, administration and project closeout is \$263,000. Therefore, the project costs with staff support amount to \$2,215,845.50, and;

WHEREAS, should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account TI29 Roundabout, Del Monte & Beach Rd.

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

1. Awarding the Del Monte Blvd. and Beach Rd. Improvement Project to Monterey Peninsula Engineering of Marina, California;
2. Authorize Finance Director to make necessary accounting and budgetary entries, and;
3. 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.

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PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 19th day of July 2016, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Morton, O'Connell, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

DEL MONTE BLVD. & BEACH RD. IMPROVEMENT PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ 2016, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Monterey Peninsula Engineering, "Contractor,"

WITNESSETH:

DEL MONTE BLVD & BEACH RD. IMPROVEMENT PROJECT

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 May 3, 2016.

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 Project Specifications;
- h. The California State Standard Specifications and Standard Details 2010; 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 Nine Hundred Fifty Two Thousand Eight Hundred Forty Five Dollars and Fifty Cents

(\$ 1,952,845.50)

EXHIBIT A

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, 2010 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.

EXHIBIT A

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

CONTRACTOR

CITY OF MARINA

By: _____

By: _____

Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Robert Wellington, City Attorney

Date: _____

ATTESTED:

Anita Shepherd-Sharp, Acting Deputy City Clerk

Date: _____

Resolution No. 2016-56

June 29, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
July 19, 2016

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2016-, APPROVING AWARDING THE DEL MONTE BLVD. AND BEACH RD. IMPROVEMENT PROJECT TO MONTEREY PENINSULA ENGINEERING OF MARINA, CALIFORNIA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND 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

RECOMMENDATION:

It is recommended that the City Council:

1. Adopting Resolution No. 2016-, awarding the Del Monte Blvd. and Beach Rd. Improvement Project to Monterey Peninsula Engineering of Marina, California;
2. Authorize Finance Director to make necessary accounting and budgetary entries, and;
3. 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.

BACKGROUND:

On July 16, 2015, City staff conducted a public meeting to discuss the proposed improvements including the proposed roundabout at the intersection of Del Monte Boulevard and Beach Road, identify project area constraints, and invite public comments for consideration of the design engineers in developing the preliminary design for City Council review.

At the regular meeting of August 18, 2015, the City Council of the City of Marina adopted Resolution No. 2015-101, approving the construction of a Roundabout in lieu of a traffic signal for the Del Monte Boulevard and Beach Road Intersection Improvement Project.

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At the regular meeting of May 3, 2016, the City Council adopted Resolution 2016-56, approving advertising and call for bids for the Del Monte Blvd. and Beach Rd. Improvement Project.

ANALYSIS:

On June 28, 2016, sealed bids were received, opened and publicly read for the Del Monte Blvd. and Beach Rd. Improvement Project.

Four (4) bids were received as follows:

- Monterey Peninsula Engineering \$1,952,845.50 (Lowest Bid)
- Anderson Pacific Engineering \$2,302,151.00
- Granite Rock Company \$2,479,099.00
- Teichert Construction \$2,648,966.00

The lowest bidder was Monterey Peninsula Engineering with a bid in the amount of \$1,952,845.50. This bid was reviewed and found to be responsive, and staff has not identified issues concerning Monterey Peninsula Engineering's responsibility to perform the work of the contract.

The cost estimate for City staff construction inspection, material testing, biological surveying, construction design support, administration and project closeout is \$263,000. Therefore, the project costs with staff support amount to \$2,215,845.50.

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account TI29 Roundabout, Del Monte & Beach Rd.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
Community Development Department
City of Marina

REVIEWED/CONCUR:

Nourdin Khayata, P.E.
Acting City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina