CITY COUNCIL AGENDA REPORT

DEPARTMENT: Public Works **MEETING DATE:** April 4, 2023

PREPARED BY: Christopher Castruita, Project Manager **AGENDA LOCATION:** AR-2

TITLE: Award of Contract to Pokrajac Corporation for the Mountain Avenue Street Resurfacing Phase I Project, Project No. 91016, in an Amount not to Exceed $97,284.25; Approval of a Project Contingency in an Amount not to Exceed $10,000.00; Approval of a Task Order with Merrell Johnson Engineering in the Amount of $3,168 for Materials Testing and Inspection; and Find the Project is Categorically Exempt from Review Under CEQA

OBJECTIVE: To award a contract to Pokrajac Corporation (Pokrajac) for the Mountain Avenue Street Resurfacing Phase I Project

BACKGROUND: Included in the 5-Year Capital Improvement Program (CIP) budget is funding for the Mountain Avenue Resurfacing Project, Project No. 91026 (Project). Portions of Mountain Avenue, from Lemon Avenue to Huntington Boulevard, were repaved during the Monrovia Renewal Southeast project phase in 2016. Due to issues with the application of pavement utilized along Mountain Avenue, payment was withheld for the contractor's work along this section of road. Subsequently, staff has seen accelerated deterioration of this treatment in comparison to other sections of roadway repaired during Monrovia Renewal.

In December 2022, the City Council approved a Task Order with Merrell Johnson for the engineering and design of a comprehensive street repair project along Mountain Avenue from Foothill Boulevard to Huntington Drive, including design options for traffic signal, pedestrian and vehicular safety improvements around the intersection of Mountain Avenue and Lemon Avenue. Since that time, staff has seen further deterioration of portions of the roadway, including rutting and shoving of the asphalt around the intersection of Mountain Avenue and Royal Oaks Drive. Under the current schedule, staff expects the project design and bid package to be ready by Fall 2023. Based on discussion with surrounding agencies, the lead time for a new traffic signal could take anywhere from 6 to 9 months before staff could proceed with a project, meaning that the comprehensive project might not be in construction until Spring 2024.

ANALYSIS: Rather than allow further deterioration of the roadway for the next year, staff recommends proceeding with an initial phase of the street resurfacing project, focusing road repairs on roughly 23,100 square feet of roadway around the intersection of Mountain Avenue and Royal Oaks Drive, as displayed in the diagram below.

The scope of the proposed Phase I street resurfacing project includes a 2" grind and overlay of a rubberized asphalt pavement, replacement of traffic signal loops at the intersection, and repainting of all street striping and roadway markings, including crosswalks and bicycle lane markings.

The City has adopted the Uniform Construction Cost Account Procedures (UCCAP) process, which allows the City to coordinate the execution of smaller public works projects utilizing informal bidding processes. Staff developed construction specifications and a scope of work for the street resurfacing project. Based on the specifications that were developed, staff estimated the needed improvements to be approximately $100,000. Utilizing the UCCAP process, staff contacted qualified vendors on the City's list of approved UCCAP contractors to bid on the street resurfacing work. Three contractors were contacted, all of whom submitted bids on the job, pursuant to the table below:

Street Resurfacing	Proposed Price
Pokrajac Corporation	$ 97,284.25
G. M. Sager Construction Co., Inc.	$106,873.00
Palp, Inc. DBA Excel Paving Company	$ 141,250.00

Staff reviewed and compared all proposals received to ensure understanding of the scope of work and conditions of this project. Pokrajac Corporation is the lowest responsible bidder for this project. Pokrajac has completed, or is contracted for, a number of other projects and jobs for the City, including the Canyon Park Repairs Project, and staff is continually pleased with their performance.

The construction management will be performed by in-house staff, with additional support for materials and compaction testing provided through an existing agreement with Merrell Johnson Engineers. The proposed task order for Merrell Johnson Engineering is $3,168. Upon approval of these contracts, staff will coordinate with the contractor to phase these improvements in a timely manner that minimizes disruption to traffic around the intersection of Mountain Avenue and Royal Oaks Drive.

ENVIRONMENTAL IMPACT: This Project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) and the City's local CEQA Guidelines; specifically, as a Class 1 exemption under Section 15301(d) as repair and maintenance to existing facilities.

FISCAL IMPACT: In addition to the base amount of $97,284.25 proposed for the street resurfacing work to be performed by Pokrajac, and the $3,168.00 for testing and inspection by Merrell Johnson Engineering, staff requests that the City Council approve a contingency amount not to exceed $10,000.00, or approximately 10% of the estimated project to cover the cost of any unforeseen conditions or additional work that arises through the execution of this Project. As such, the total proposed cost for this Project is as follows:

Pokrajac – Contract Award	$	97,284.25
Construction Contingency	$	10,000.00
Contract Subtotal	$	107,284.25
Materials Testing	$	3,268.00
Project Budget	**$**	**110,552.25**

The total funding allocation needed to complete this project is $110,552.25. Funding for the project is available in the approved Fiscal Year 2022-23 Capital Improvement Program (CIP) Budget in CIP Project No. 91019.

OPTIONS: The following options are presented for consideration:

1. Approve the Plans and Specifications for Project # 91016, award a contract to Pokrajac Corporation in an amount not to exceed $97,284.25 for the Mountain Avenue Street Resurfacing Phase I Project in an Amount not to Exceed $97,284.25; Approve a Project Contingency in an amount not to exceed $10,000.00; Approve a Task Order with Merrell Johnson Engineering in the Amount of $3,168 for Materials Testing and Inspection; and Find the Project is Categorically Exempt from Review Under CEQA.

2. Reject the contract and provide direction to staff.

RECOMMENDATION: Staff recommends that the City Council select Option 1; approve the Plans and Specifications for Project # 91016, award contract to Pokrajac Corporation for the Mountain Avenue Street Resurfacing Phase I Project in an Amount not to Exceed $97,284.25; Approve a Project Contingency in an amount not to exceed $10,000.00; Approve a Task Order with Merrell Johnson Engineering in the Amount of $3,168 for Materials Testing and Inspection; and Find the Project is Categorically Exempt from Review Under CEQA.

COUNCIL ACTION REQUIRED: If the City Council concurs, the appropriate action would be a motion to award contract to Pokrajac Corporation for the Mountain Avenue Street Resurfacing Phase I Project in an Amount not to Exceed $97,284.25; Approve a Project Contingency in an amount not to exceed $10,000.00; Approve a Task Order with Merrell Johnson Engineering in the Amount of $3,168 for Materials Testing and Inspection; and find the Project is Categorically Exempt from review under CEQA; and authorize the City Manager to execute the necessary documents in a form approved by the City Attorney.

CITY OF MONROVIA – CONSTRUCTION CONTRACT

LOCATION: Mountain Avenue from 240" North of Royal Oaks Drive to 135" South of Royal Oaks Drive

SCOPE OF WORK: RESURFACING OF MOUNTAIN AVENUE, PHASE I

This Agreement is made and entered into as of April 18, 2023, by and between the City of Monrovia (the "City") and Pokrajac Corporation**,** a California corporation (the "Contractor").

RECITALS

A. The City desires to retain the services of the Contractor to resurface 23,100 square feet of roadway at the intersection of Mountain Avenue and Royal Oaks Drive.

B. The Contractor has represented to the City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described on attached "Exhibit A".

C. City desires to engage Contractor to provide said services.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, the City and the Contractor agree as follows:

1. Services: The Contractor shall perform those professional services set forth in Contractor's scope of work, which is attached hereto as Exhibit "A", and incorporated herein by reference.

2. Compensation: Contractor shall be compensated for all the services provided pursuant to this Agreement and specified in Exhibit "A" in the total amount not to exceed: **Ninety Seven Thousand Two Hundred Eighty Four and Twenty-Five Hundredths Dollars ($97,284.25) ("Contract Price").** Contractor shall submit an invoice for materials provided and services performed hereunder on a one time basis after services are completed and accepted by City. City shall pay undisputed portions of the invoice amount within thirty (30) days after receipt of the invoices, except as provided herein. City shall withhold five percent (5%) of the Contract Price from any payments due to Contractor until City shall have accepted the work as complete and Contractor supplies the City with a full release from any materials supplier, and any applicable retention period has expired. City reserves the right to withhold all payment until the final inspection by the City's Public Works Department.

   Contractor shall not perform additional work not included in the Scope of Services under this Agreement unless authorized by City in writing in advance of such work. Additional compensation for such additional services, if any, shall be an amount determined as agreed to by the parties in writing and in advance.

3. Commencement and Completion of Work: The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Contractor shall commence when the City, acting by and through its Deputy Director of Public Works - Operations, has issued a Notice to Proceed. Once a Notice to Proceed has been issued, Contractor shall complete the services within a timeframe agreed to by Contractor and Deputy Director of

Public Works.

4. General Conditions and Specifications:

A. All services rendered and materials supplied under this contract shall conform to the Standard Specifications for Public Works Construction ("Greenbook"), latest Edition, as applicable, and the provisions thereof are incorporated into this contract by this reference except to the extent that they are explicitly or implicitly superseded by provisions of this instrument.

B. Contractor shall repair or replace defective materials and workmanship as required in the Greenbook and Standard Specification of the City at its own expense.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

5. Compliance with Laws: Contractor shall comply with all federal, state and local laws, rules and regulations including, without limitation, the payment of prevailing wages pursuant to Labor Code Section 1771.

6. Termination: Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may be terminated by the City upon ten (10) days written notice. In that event, the Contractor shall be entitled to the total value of services satisfactorily performed to the date of Contractor's receipt of City's written notice of termination.

7. Indemnification: To the full extent permitted by law, Contractor agrees to indemnify, hold harmless and defend (with counsel of the City's choosing) the City, its officers, employees and agents from and against any and all claims, costs, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to contractor's negligent or willful acts, errors or omissions, or those of its employees or agents.

8. Assignment: This Agreement is not assignable nor the performance of Contractor's duties delegable. Any attempted or purported assignment or delegation of any of the rights or obligations of the Contractor shall be void and of no force or effect.

9. Attorneys' Fees: In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the Court.

10. Equal Employment Opportunity: Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

11. Insurance Requirements:

A. Minimum Scope and Limits of Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars ($2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars ($2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 11 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 11.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 11

shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 11, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements Not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 7 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 11.

L. Submittal. Contractor shall submit to the City's Risk Manager insurance certificates indicating compliance with the minimum insurance requirements listed above, and policy endorsements indicating compliance with the minimum insurance requirements listed above, not less than seven (7) days prior to beginning of performance under this Contract. Failure on the part of Contractor to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement under which City may immediately terminate the Agreement or procure or renew such insurance and pay any premiums therefore at Contractor's expense.

12. Interests of Contractor: Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with Contractor.

13. Independent Contractor: The Contractor is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of the Contractor or any of the Contractor's employees, except as herein set forth. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City.

14. Notices: Any notice, demand, invoice, or written communication sent hereunder shall be deemed received if hand delivered or addressed to the address of the parties as set forth below and deposited, postage prepaid, in the United States Post Office, or to such other address as the parties may, from time to time, in writing, furnish to the other party:

CITY: City Clerk
City of Monrovia
415 S. Ivy Avenue
Monrovia, CA 91016

CONTRACTOR: Pokrajac Corporation
49 Industrial Parkway
Carson City, NV 89706

15. Entire Agreement; Modification: This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties and represents the entire integrated agreement between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or

promise not contained in this Agreement shall be not valid or binding. Any modifications of this Agreement will be effective only if signed by both parties to the Agreement.

[SIGNATURE PAGE FOLLOWS]

This Agreement shall become effective and commence as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

Attest:

By: _____
Alice D. Atkins, MMC, CITY CLERK

Dated: _____

City of Monrovia, California

By: _____
Dylan Feik, CITY MANAGER

APPROVED AS TO FORM:

By_____
Craig A. Steele, CITY ATTORNEY

CONTRACTOR*

By:_____
NAME, TITLE DATE

By: _____
NAME, TITLE DATE

CONTRACTOR: **Pokrajac Corporation**

*The signature(s) of contractor require notarization and if business is other than a sole proprietorship shall be accompanied by a Resolution of the business authorizing the given signatures.

EXHIBIT A
SCOPE OF SERVICES

OVERVIEW

Contractor shall perform the work related to this project subject to all Standard Plans of the City of Monrovia and standards set forth in the Greenbook.

Contractor will provide all supervision, labor, materials, equipment, taxes, and insurance necessary for the resurfacing of the Mountain Avenue Street Resurfacing Project Phase I, to include:

1. Provide mobilization, preparation, cleanup, including street sweeping, and demobilization of the project area.
2. Prepare traffic control plans, and set up and maintain proper traffic controls through the duration of the project.
3. Perform a 2” grind and overlay of the project area with rubber asphalt.
4. Replace existing damaged traffic signal loops along Mountain Avenue.
5. Restripe the existing facilities.
6. Meet all State and City permitting requirements.
7. The successful bidder will be required to pay the prevailing wage scale as determined by the State of California Department of Industrial Relations, copies of which are on file in the office of the City Clerk of the City of Monrovia. Prevailing Wages are defined those in effect at the time the work is actually being performed

EXHIBIT B
SCHEDULE OF FEES

Contractor will complete scope of work for the lump sum amount of $97,284.25.