



APPROVED

August 7, 2023

MARIN TRANSIT

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August 7, 2023

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

Board of Directors

Subject: Contract with Resource Environmental, Inc. for the Demolition of 3010/3020 Kerner Boulevard

Katie Rice

President
Supervisor District 2

Dear Board Members:

Recommendation

Brian Colbert

Vice President
Town of San Anselmo

Authorize General Manager to execute a contract with Resource Environmental, Inc. for an amount not to exceed \$156,000 and approve Budget Amendment 2024-02.

Eric Lucan

2nd Vice President
Supervisor District 5

Summary

Staff recommends that your Board authorize the General Manager to enter into an agreement with Resource Environmental, Inc. (Resource Environmental) for the demolition of the buildings and site preparation for future improvements at 3010/3020 Kerner Blvd in San Rafael. This is the first of a two-phase project. This first phase will remove the buildings and clear and grub the site. The second phase of the project will be the construction of a parking facility with solar canopy and provisions for battery electric bus charging.

Mary Sackett

Director
Supervisor District 1

Marin Transit released an Invitation for Bids (IFB) for this project on June 9, 2023 and held a public bid opening on July 13, 2023, at 1:00pm. Bids were received from Resource Environmental, Penkor Wrecking, and Nana Quality Staffing LLC. The apparent low bidder was Penkor Wrecking.

Stephanie

Moulton-Peters

Director
Supervisor District 3

Bid analysis by Marin Transit staff and the Project's Construction Manager determined that Penkor Wrecking's bid, the apparent low bidder, was unresponsive. The apparent second lowest bidder was Resource Environmental, whose bid was determined both responsive and responsible and meets all the construction requirements, thereby making them the low bidder. The table below shows the bids received.

Dennis Rodoni

Director
Supervisor District 4

Table 1: Bids Received

Bid Submitted by	Bid Amount	Responsive Bid?
Resource Environmental, Inc.	\$156,000	Yes
Penkor Wrecking	\$139,500	No
Nana Quality Staffing LLC	\$159,350	No

Maribeth Bushey

Director
City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera



An intent to award to Resource Environmental was issued on July 26, 2023. Once the contract is awarded, staff expect work to begin in September 2023 with completion before the end of the year.

Fiscal/Staffing Impact

The bid is under the Engineer’s estimate by 2%. The construction costs for this contract with Resource Environmental will not exceed \$156,000. The total cost for the demolition phase, excluding staff time, is \$239,000.

The demolition is included in the FY2023/24 Capital budget as project FH - Facility – 3010/3020 Kerner Improvements. The total project includes design, demolition, and construction phases and the current budget is \$2.14 million (Table 1). State Low Carbon Transit Operations Program (LCTOP) funding is allocated to the solar component of the project and Federal Section 5307 funds are allocated through MTC’s Zero Emission Bus Infrastructure program for the project. Budget Amendment 2024-02 will update the State LCTOP and Federal Section 5307 funds to the current allocation amounts. The budget amendment will also reduce the demolition budget and increase property tax reserve allocations for both the demolition and for the local match of the Federal Section 5307 funding. With these changes, the project will have a budget of \$2.45 million for site construction.

The initial estimate for site construction is \$3.7 million and includes: paving, lighting, fencing, initial electric vehicle chargers, site pre-wiring for future chargers, a solar canopy and a battery backup system. Staff are developing an updated project plan based on more refined cost estimates and will return to your Board this fall with a recommendation to either reduce the project scope by deferring project components or to add funding to the project.

Table 1: Project FH: Budget and Budget Amendment Detail

	Current Total Budget	Budget Amendment 2024-01	Updated Budget
LCTOP Funds	\$655,747	\$154,068	\$809,815
Property Tax	\$300,000	\$502,600	\$802,600
FTA 5307	\$1,192,789	\$193,579	\$1,386,368
Total Revenue	\$2,148,536	\$850,247	\$2,988,783
Design	\$273,841	-	\$273,841
Demolition	\$323,114	(\$84,114)	\$239,000
Construction	\$1,551,581	\$934,361	\$2,485,942
Total Expense	\$2,148,536	\$850,247	\$2,988,783

Respectfully Submitted,

Anna Penoyar
Capital Projects Manager

Attachment A: Agreement between Marin County Transit District and Resource Environmental

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MARIN TRANSIT

Contract # 1121

MARIN COUNTY TRANSIT DISTRICT

PROJECT NO. PC202334

THIS AGREEMENT made and concluded, in triplicate, this 7th day of August, 2023 between the Marin County Transit District, party of the first part, and Resource Environmental, Inc, CONTRACTOR, part of the second part.

ARTICLE I, WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the Payment Bond and Performance Bond, bearing even with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the District Engineer for:

3010 & 3020 KERNER BOULEVARD REDEVELOPMENT

in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Plans, dated 2023, the Standard Specifications dated 2023, and the Equipment Rental Rates and General Prevailing Wage Rates of the Department of Transportation (attached to the Contract Documents) which said Special Provisions, Standard Plans, Standard Specifications, and Equipment Rental Rates and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on plans entitled:

**3010 & 3020 KERNER BOULEVARD REDEVELOPMENT
DISTRICT PROJECT NO. PC202334**

APPROVED: On August 7, 2023, which said project special provisions and project plans are hereby made a part of this contract.

ARTICLE II. The said party of the first hereby promises and agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; 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.

ARTICLE III. The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of bid of said Contractor, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

ARTICLE IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in **conformance** with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, 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 its acceptance by the **Marin County Transit District**, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension on or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them to wit:

Not to exceed: \$156,000

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

DRAFT

By: _____
General Manager, Marin Transit

CONTRACTOR

By: _____

(Print Name)