



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

November 7, 2022

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

APPROVED

November 7, 2022

MARIN TRANSIT

SUBJECT: Contract with Arntz Builders, Inc. for the Construction of Fencing and Landscaping Improvements at 600 Rush Landing.

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Authorize Board President to execute a contract with Arntz Builders, Inc. for an amount not to exceed \$1,496,263.

katie rice
vice president
supervisor district 2

SUMMARY:

Staff recommends that your Board authorize the Board President to enter into an agreement with Arntz Builders, Inc (Arntz Builders) for the construction of the fencing, security, and landscaping improvements at 600 Rush Landing Road in Novato. This project is a second phase of improvements at Rush Landing. The first phase was to install battery electric bus charging for four Battery Electric Buses. This second project phase will upgrade the fencing surrounding the property making it more secure and provide a reinforced barrier between Highway 101 and the property's west side. This barrier will provide protection to the District's transit buses and electrical infrastructure from vehicular accidents on the adjacent roadway. The project will also make security upgrades including new lighting and a new site access gate and improve landscaping to meet City of Novato codes.

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

Marin Transit released an Invitation for Bids (IFB) for this project on August 16, 2022 and held a public bid opening on September 21, 2022. Three bids were received from Ghilotti Bros. Inc, CWS Construction Group Inc, and Arntz Builders. Arntz Builders was the apparent low bidder. The table below shows the bids received.

dennis rodoni
director
supervisor district 4

Bid Submitted by	Bid Amount
Arntz Builders	\$1,496,263
CWS Construction Group Inc	\$1,632,205
Ghilotti Bros., Inc	\$1,867,742

brian colbert
alternate
town of san anselmo

Bid Analysis by Marin Transit and the Project's Construction Manager, John Collins, determined that Arntz Builder's bid was both responsive and responsible, and meets all the construction

requirements, thereby confirming them as the low bidder. The Intent to Award to Arntz Builders was issued October 31, 2022.

Once the contract is awarded, staff expects construction to begin in late November 2022 and anticipates completion in April 2023.

FISCAL IMPACT: The bid came in over the Engineer's estimate by 21 percent but within the budgeted amount. The construction costs for this contract with Arntz Builders will not exceed \$1,496,263. These costs are included in the FY 2023 Budget as FS – Facility – Rush Landing Improvements. The project is funded with District Capital Reserve funding.

Respectively submitted,

A handwritten signature in black ink, appearing to read 'Anna Penoyar', written in a cursive style.

Anna Penoyar
Capital Projects Manager

Attachment: Agreement between Marin County Transit District and Arntz Builders, Inc.

APPROVED

November 7, 2022

MARIN TRANSIT

Contract # 1149

MARIN COUNTY TRANSIT DISTRICT

PROJECT NO. C2022-01

THIS AGREEMENT made and concluded, in triplicate, this 7th day of November, 2022 between the Marin County Transit District, party of the first part, and Arntz Builders, 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:

600 RUSH LANDING IMPROVEMENTS PHASE 2

in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Plans, dated 2018, the Standard Specifications dated 2018, 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:

**600 RUSH LANDING IMPROVEMENTS PHASE 2
600 RUSH LANDING ROAD
PROJECT NO. C2022-01**

APPROVED: On November 7, 2022, 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: \$1,496,263

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

By: _____
President, Board of Directors

By: _____
Clerk

CONTRACTOR

By: _____

(Print Name)