

RESOLUTION NO. 2022-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 2 TO THE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND WALLACE GROUP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on April 7, 2020 the City Council passed Resolution No. 2020-30, approving a professional services agreement between the City of Marina and Wallace Group for Program Management Services for projects in the Capital Improvement Program (CIP); and

WHEREAS, on May 18, 2020, the Program Management Services agreement between the City of Marina and Wallace Group was executed with a time and material compensation basis in an amount not to exceed of \$703,696.0; and

WHEREAS, on June 15, 2021, the First Amendment was issued to provide further Program Management Services related to hazardous material abatement and removal of blighted buildings and to increase the compensation cap to \$1,313,246.00.

WHEREAS, on November 16, 2021, the City Council approved allocating \$51,930,00 and \$9,549,000 budget for the FY 22 and FY 23 for the CIP projects, respectively. Also, the approved budgets for ACIP projects for the FY 22 and FY 23 are \$1,511,635 and \$1,997,600, respectively.

WHEREAS, the budget approval expands the scope of work for CIP and ACIP projects for FY 22-23.

WHEREAS, approval of the additional scope of work and associated increase in fee limit of \$1,288,548.04 to the Program Management Services contract is an expeditious and cost-effective way for the City to manage and complete the CIP and ACIP projects.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina does hereby adopt Resolution No. 2021- for the following actions:

1. Approving Amendment No. 1 to the Program Management Services between the City of Marina and Wallace Group (WG), to add to the scope of work for the program management services for the CIP and ACIP projects described in “**Exhibit A-2**”; and
2. Increase the contract amount limit by \$1,288,548.04 for a total contract amount of \$2,601,794.04; and
3. Authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of March 2022, by the following vote:

AYES: COUNCIL MEMBERS: Burnett, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Medina Dirksen, Berkley

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**SECOND AMENDMENT TO AGREEMENT
WITH CITY OF MARINA
AND WALLACE GROUP FOR
PROGRAM MANAGEMENT SERVICES**

THIS SECOND AMENDMENT (“Second Amendment”) to the Agreement for Program Management Services pertaining to City projects and to provide on-call services for the City on an as-needed basis as determined by the City Engineer is made this _____ 2022, by and between the City of Marina, a California charter city (“CITY”) and Wallace Group, a California Corporation (“CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to herein collectively as the “Parties.”

Recitals

- A. On May 18, 2020, CITY and CONTRACTOR entered into the Agreement for Program Management Services (the “Agreement”) to provide program management services pertaining to various City projects including, but not necessarily limited to, the Capital Improvement Program and the Airport Capital Improvement Program, for the City. The term of the Agreement ends on June 30, 2023, and compensation to the CONTRACTOR under the Agreement was provided on a time and materials basis not to exceed \$703,696.
- B. On June 15, 2021 the First Amendment was issued to provide further Program Management Services related to hazardous material abatement and removal of blighted buildings. In the First Amendment, the Section (A) of the Article 1 “Scope of Work” and the Section (a) of the Article 3 “Compensation” from the Agreement were deleted and replaced to increase the compensation cap into \$1,313,246.00.
- B. The Agreement provides it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to increase the total annual compensation cap to provide additional compensation for program management and inspection services related to multiple projects under Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP), described in “Exhibit A.”
- C. Only the numbered Articles of the Agreement which are being amended are set forth in this Second Amendment.

Terms & Conditions Amended

Now, therefore, the Parties agree to amend the Agreement as follows:

- 1. Article 1 “Scope of Work” Section (a) is deleted and replaced to read in its entirety:
 - (a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in “Exhibit A”, “Exhibit A-1”, and “Exhibit A-2” attached hereto (“Scope of

Work”) and by this reference made a part hereof. The Contractor shall be available to perform services under this Agreement as needed during the term of the Agreement. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Works at its sole direction.

2. Article 3 “Compensation” Section (a) is amended to read in its entirety:

(a) “City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement, City shall compensate Contractor on a time and materials basis in an amount not to exceed **Two Million Six Hundred And One Thousand Seven Hundred And Ninety-Four Dollars And Four Cents (\$2,601,794.04)** in accordance with the provisions of this Section and the attached hereto as “Exhibit B” and incorporated herein by this reference.”

All other terms and conditions of the Agreement shall remain in full force and effect.

This Second Amendment may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterpart may be delivered by facsimile, electronic mail (including pdf. or any electronic signature complying with the U.S.ESIGN Act of 2000, California’s Uniform Electronic Transactions Act (Cal. Civil Code 1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes. This Second Amendment consists of three (3) pages.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement for CONTRACTOT to provide engineering and building permit services pertaining to City projects and development and to provide support services for the CITY on an as-needed basis as determined by the City Engineer on the date(s) and year written below.

CITY OF MARINA

Wallace Group, a California Corporation

By: _____
Layne Long
City Manager

By: _____
Name:
Its:

Date: _____ 2022

Date: _____ 2022

(Attestation & Approval follow)

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A
CIP and ACIP projects to be Consultant Managed

Project Name		Proj Code (Finance)	Program Amount (1)
CIP			
1	Annual Street Resurfacing	APR1801	\$6,320,000
2	Community Center Playground Seating and Amenities	HSP1803	\$15,000
3	Vince DiMaggio Building Rain Gutter Replacement	APF 2003	\$25,000
4	California Avenue Pedestrian Crossing Installation	HSR 2005	\$75,000
5	Glorya Jean Tate Park Pump Track and Restroom Improvements	QLP 2006	\$350,000
6	Dunes Barracks Stabilization	QLP 2007	\$330,000
7	Arts Village Building Stabilization	EDF 2008	\$1,500,000
8	Duplex Housing Renovation	EDF 2010	\$450,000
9	Streetlight Replacement	HSR 2011	\$125,000
10	Equestrian Center Development	QLP 2018	\$850,000
11	Fire Station 3 Reroof and Cleanup	APF 2021	\$350,000
12	Salinas Avenue Widening	EDR 1904	\$490,000
13	Traffic Signal Maintenance	HSR 2012	\$200,000
14	Sea Haven Communit Park	QLP 2016	\$50,000
15	Preston Park Planning	QLP 2020	\$50,000
16	Stockade Demolition	TBD	\$2,050,000
CIP Totals			\$13,230,000

Wallace Group, Inc. Program Management Total \$592,853

ACIP			
1	Airport Building 504 Improvements	461	\$345,000
2	Airport Fuel Farm - Fuel Tank Replacement	480 / HSA18D4	\$300,000
3	Airport Pavement Maintenance	2003	\$274,000
4	Airport Building 533 Improvements	2004	\$175,000
5	Airport Building 524 Improvements	2006	\$140,000
6	Backup Power to Airport Fuel Farm	2008	\$36,000
7	Airport Building 510 New Roof	2102	\$105,000
8	Airport Gateway Sign	2103	\$35,000
9	Airport Storm Drain Mitigation	403	\$74,701
ACIP Totals			\$1,484,701

Wallace Group, Inc. Program Management Total \$110,843

Exhibit B - Rate Schedule

Exhibit A Standard Billing Rates



Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 90
Designer/Technician I - IV	\$ 95 - \$125
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$135
Senior GIS Technical Specialist	\$145
Associate Engineer I - III	\$ 115 - \$135
Engineer I - IV	\$145 - \$160
Senior Engineer I - III	\$170 - \$180
Director	\$185
Principal Engineer/Consulting Engineer	\$215
Principal	\$230

Surveying Services:

Associate Survey Technician	\$ 95	
One-Person Survey Crew	\$160	\$195
Two-Person Survey Crew	\$215	\$290
Three-Person Survey Crew	\$275	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III	\$145 - \$155	
Senior Land Surveyor I - III	\$160 - \$170	
Director	\$185	

Planning Services:

Associate Planner I - II	\$ 95 - \$105
Planner I - IV	\$128 - \$152
Senior Planner I - III	\$155 - \$165
Director	\$175

Landscape Architecture Services:

Associate Landscape Designer I - II	\$ 90 - \$100
Designer I - IV	\$110 - \$128
Landscape Architect I - IV	\$130 - \$145
Senior Landscape Architect I - III	\$147 - \$161
Director	\$165

Construction Management / Field Inspection Services:

Construction Office Tech I-III	\$ 95 - \$115	
Construction Inspector I - II	\$120 - \$135	\$155 - 160
Senior Construction Inspector	\$145	\$165
Assistant Resident Engineer I - II	\$140 - \$145	
Resident Engineer I - III	\$150 - \$160	
Senior Resident Engineer	\$170	
Director	\$180	

Public Works Administration Services:

Project Analyst I - IV.....	\$110 - \$140
Senior Project Analyst I - III	\$145 - \$155
Senior Environmental Compliance Specialist I - III.....	\$160 - \$170

Support Services:

Office Assistant.....	\$ 85
Project Assistant I - III	\$ 90 - \$100

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

***Prevailing Wage:**

State established prevailing wage rates may apply to some services and those rates are subject to change.

"Exhibit A-1"

CONTRACT AMENDMENT

Project Name: Program Management Services	CA No. 1
Client Name: City of Marina	Project/Phase No. 1585-0001
Attention: Brian McMinn	Date: March 26, 2021
Address: 211 Hillcrest Avenue, Marina, California, 93933	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed May 18, 2020. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

This amendment to the City of Marina Program Management Services is for managing the project delivery for the abatement and demolition of Phase 1: 47 wood barracks buildings and 31 duplex buildings, Phase 2: Six (6) wood barracks buildings and Phase 3: 13 barracks buildings. These buildings are at four areas in the City located at the former Fort Ord.

Also included is the preparation of plans, specifications and estimates, project bidding, engineering services during construction and closeout.

Below is the cost breakdown for this amendment:

PHASE 1:

1. Area 1 (City Park) ,47 buildings: \$292,350.00
2. Area 4 (Cypress Knoll), 31 duplex buildings: \$148,050.00
Total Phase 1: \$440,400.00

PHASE 2:

3. Area 2 (So of PBC Parcel) ,6 buildings: \$ 62,300.00

PHASE 3:

4. Area 3 (Eleventh Street), 13 buildings: \$106,850.00
Grand Total \$609,550.00

Proposal is based on the four areas to be delivered separately. If areas are bundled together cost will reduced. Cost breakdown is as shown Attachment A.

Revision(s) Represent:

- ☐ a change in previous instructions
☐ a change in Scope of Services
☒ other: Additional Work and Additional Funding

Revision(s) Fee:

- ☒ hourly (time & materials) \$609,550.00
☐ progress billing: \$
☐ not-to-exceed w/o authorization: \$

Revision(s) will be invoiced as:

- ☐ increase to an item within the existing contract
☒ a new item added to existing contract

Issued by,

WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

Kari E. Wagner, PE C66026
Principal

612 Clarion Court

San Luis Obispo

California 93401

T 805 544-4011

F 805 544-4294

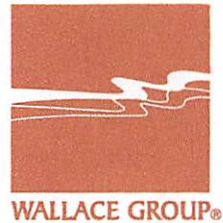
www.wallacegroup.us

Signature

Printed Name

Title

Date



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

"Exhibit A-2"

No.	Project Name	Proj Code (Finance)	Program Amount FY2019-2021	Program Amount FY2021-2023	Approved WG PMS Amount	PROPOSED PMS AMENDMENT CIP FY 2021-2023
1	Annual Street Resurfacing	APR1801	\$6,320,000.00	\$6,980,000.00	\$100,067.00	\$25,000.00
2	California Avenue Pedestrian Crossing Installation	HSR 2005	\$75,000	\$370,000	\$7,125.00	\$25,900.00
3	Glorya Jean Tate Park Pump Track and Restroom Improvements	QLP 2006	\$477,952	\$1,100,000	\$25,861.00	\$44,000.00
4	Salinas Avenue Widening(*)	EDR 1904	\$50,000	\$3,250,000	\$36,206.00	\$227,500.00
5	Sea Haven Community Park (*)	QLP 2016	\$750,000	\$400,000	\$1,056.00	\$40,000.00
6	Preston Park Upgrade	QLP 2113		\$1,500,000		\$90,000.00
7	Sports Center Rehabilitation	QLF2004	\$185,000	\$3,500,000		\$221,100.00
8	City of Marina Entry sign and Landscaping	EDP1809		\$250,000		\$25,000.00
9	Pool Rehabilitation	QLF 1902		\$7,045,000		\$40,000.00
10	City Council Chambers ADA and Media Broadcast Improvements	QLF 2002	\$425,000	\$60,000		\$48,500.00
11	Dunes Park Development	QLP 2017	\$500,000	\$9,400,000		\$200,000.00
12	Traffic signal ADA Upgrade	HSR2106		\$100,000		\$10,000.00
13	Glorya Jean Tate Park Improvements	QLP2119		\$660,000		\$66,000.00
14	Locke Paddon Park Maintenance & Pond Management	EDP1809		\$350,000		\$35,000.00
CIP Program Amount Total			\$21,177,952	\$35,430,000	\$1,202,409	\$1,098,000

"Exhibit A-2"

CITY OF MARINA AIRPORT CAPITAL IMPROVEMENT PROGRAM							
No.	Project Name	Proj Code (Finance)	Program Amount FY2019-2021	Program Amount FY 2021-2023	WG PMS Approved Amount	TOTAL PMS AMENDMENT CIP FY 2019-2021	TOTAL PMS AMENDMENT CIP FY 2021-2023
1	Airport Pavement Maintenance	2003	\$275,334	\$179,000	\$20,246		\$14,320
2	Airport Building 533 Improvements	2004	\$175,925	\$475,000	\$12,931		\$46,358
5	Airport Building 510 New Roof	2102	\$220,243		\$7,758	\$23,958.68	
6	Airport Storm Drain Mitigation	403		\$74,701	\$5,520	\$2,231.29	
7	Airport Bldg 507 Improvement	2201		\$115,000			\$23,000
8	Aiport Bldg 510 Improvements	2202		\$75,000			\$15,000
9	Airport Bldg 520 Improvement	2203		\$65,000			\$13,000
10	Airport Airfield Safety Improvements	2205		\$100,000			\$20,000
11	Airport Bldg 514 Improvement	2301		\$25,000			\$5,000
12	Airport Bldg 518 Improvement	2302		\$30,000			\$15,000
13	Airport Bldg 526 Improvement	2303		\$30,000			\$15,000
14	Airport Landscape Improvement	2304		\$80,000			\$12,000
Airport CIP Program Amount Total				\$1,283,701.00		\$26,189.97	\$164,358.07

March 10, 2022

Item No. **8g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of March 15, 2022

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING AMENDMENT NO. 2 TO THE PROGRAM MANAGEMENT
SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND
WALLACE GROUP, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AMENDMENT 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. 2022-, approving Amendment No. 2 to the Program Management Services between the City of Marina and Wallace Group (WG), to add to the scope of work for the program management services for multiple projects defined under the Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP). **“Exhibit A-2”**
2. Increase the contract limit amount by \$1,288,548.04 for a total contract limit of \$2,601,794.04.
3. Authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The City Council approved a two-year CIP and ACIP on June 18th, 2019. Program appropriations in the FY 19-20 and FY 20-21 budgets brings the CIP to \$58,923,848 in 35 projects and the ACIP to \$5,007,993 in 16 projects.

On April 7, 2020, the City Council passed Resolution No. 2020-30, approving a professional services agreement between the City of Marina and Wallace Group for Program Management Services for projects in the CIP.

On May 18, 2020, the City and Wallace Group entered into the Agreement for Program Management Services (the “Agreement”) to provide program management services pertaining to various City projects including, but not necessarily limited to, the Capital Improvement Program and the Airport Capital Improvement Program, for the City. The term of the Agreement ends on June 30, 2023, and compensation to the contractor under the Agreement was provided on a time and materials basis not to exceed \$703,696.

On June 15, 2021, the First Amendment was issued to provide further Program Management Services related to hazardous material abatement and removal of blighted buildings. In the First Amendment, the Section (A) of the Article 1 “Scope of Work” and the Section (a) of the Article 3 “Compensation” from the Agreement were deleted and replaced to increase the compensation cap into \$1,313,246.00.

According to the increase/changes in the scope of work related to the CIP and ACIP projects, City

has received a cost proposal from Wallace Group attached hereto as “Exhibit A-2”, for the issuance of the Second Amendment to the Agreement for Program Management Services to increase the total compensation cap into \$2,601,794.04. “Exhibit A-2”

ANALYSIS:

On November 16, 2021, the City Council approved allocating \$51,930,00 and \$9,549,000 in the FY 22 and FY 23 budgets for the CIP projects, respectively. Also, the approved budgets for ACIP projects for the FY 22 and FY 23 are \$1,511,635 and \$1,997,600, respectively. Based on this approval, the scope of work for CIP and ACIP projects is expanded for FY 22-23.

The City regularly enters into various professional services contracts during the course of business to support delivery of capital improvements. A program management services contract with a consulting firm is one method to increase the capacity for managing and delivering capital improvements.

Wallace Group has the experience to provide program management services including bid document preparation, permitting, project bidding and engineering services during construction. Approval of the additional scope of work and associated increase in fee limit of \$1,288,548.04 to the Program Management Services contract is an expeditious and cost-effective way for the City to manage and complete the CIP and ACIP projects.

FISCAL IMPACT:

Authorization of the work scope change to the Program Management Services contract between the City of Marina and Wallace Group is estimated to cost the City \$1,288,548.04. These costs are anticipated in the multiple projects defined under CIP and ACIP. Sufficient funding is available in CIP and ACIP funding.

CONCLUSION:

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

Respectfully submitted,

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina