

RESOLUTION NO. 2023-33

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO.1 TO THE AGREEMENT BETWEEN THE CITY OF MARINA AND HARRIS AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE IMJIN PARKWAY IMPROVEMENT PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of September 18, 2018, the City Council adopted Resolution No. 2018-111, approving a Senate Bill 1 Local Partnership Program Baseline Agreement to receive grant funding amounting to \$19 million for the Marina-Salinas Multimodal Corridor – Imjin Parkway Widening Project, and;

WHEREAS, at the regular meeting of the California Transportation Commission of October 13-14, 2021, the Commission approved the allocation for locally administered Senate Bill 1 Local Partnership Program funds for the construction of the project, and;

WHEREAS, at the regular meeting of November 2, 2021, the City Council adopted Resolution No. 2021-116, approving advertising and call for bids for Imjin Pkwy Widening Project, and;

WHEREAS, at the regular meeting of December 14, 2021, the City Council adopted Resolution No. 2021-137 approving an agreement between City of Marina and Harris and Associates, Inc. of Salinas, California, to provide construction management services for the Imjin Parkway Improvement Project, and;

WHEREAS, since contract execution, Harris and Associates have been supporting the City's preconstruction coordination with various project elements not included in their original scope of work including coordination with the California Department of Fish and Wildlife (CDFW) regarding the project's Incidental Take Permit (ITP) and subsequent submittal packages. Along with this additional scope of work, the consultant has provided additional support through their subconsultant teams with regards to Biological, Geological and Paleontological monitoring per the projects Mitigation Monitoring & Reporting Plan (MMRP) , and;

WHEREAS, full execution of all requirements per the MMRP, the ITP mitigation requirements and additional support required by Staff from the consultant team is included in the proposed contract amendment scope ("**Exhibit A**") , and;

WHEREAS, should the City Council approve this request, adequate funding is available for the additional construction management and inspections services amendment of \$85,314 for a total contract total of \$3,593,355.42 in the Capital Improvement Program project account EDR1808-R46B (#401) Imjin Widening Project.

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

1. Approve Amendment No.1 to the agreement between the City of Marina and Harris and Associates, Inc. of Salinas, California, to provide construction management services for the Imjin Parkway Improvement Project;
2. Authorize 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 4th day of April 2023, by the following vote:

AYES: COUNCIL MEMBERS: Visscher, McCarthy, Biala, Medina Dirksen, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSTRUCTION MANAGEMENT
AND CONSTRUCTION SUPPORT SERVICES
FOR THE IMJIN PARKWAY WIDENING PROJECT**

THIS FIRSTAMENDMENT (“First Amendment”) to the Agreement for Construction Management and Construction Support Services for the Imjin Parkway Widening Project is made this ____ day of _____, by and between the CITY OF MARINA, a municipal corporation (“CITY”) and HARRIS AND ASSOCIATES, INC., a California corporation (“CONSULTANT”). CITY and CONSULTANT are sometimes referred to herein collectively as the “Parties.”

Recitals

- A. On January 26, 2022, CITY and CONSULTANT entered into the Agreement for Construction Management and Construction Support Services for the Imjin Parkway Widening Project (the “Agreement”) for CONSULTANT to perform preconstruction activities such as a constructability review of the project bid documents, providing community outreach, and to perform professional and environmental services necessary to during construction to fulfill all permitting and contract requirements in the amount of \$3,508,042.00.
- 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 include additional services to be performed by CONSULTANT and additional compensation in the amount of \$85,314.00 to be furnished by the CITY.
- C. The CONSULTANT has prepared a document entitled “Imjin Parkway Widening Project: Additional Construction Management Scope” with terms for the proposed First Amendment of the Agreement (attached as “Exhibit 1” to this First Amendment incorporated herein by reference).
- D. Only the numbered Articles of the Agreement which are being amended are set forth in this First Amendment.

Terms & Conditions Amended

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

- 1. Exhibit “A1” and “B1” to the First Amendment is incorporated into the Agreement.
- 2. Section 1 “Scope of Work” sub-section (a) is amended 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” and Exhibit “A1” attached hereto (“Scope of Work”) and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.”

3. Section 1 “Scope of Work” sub-section (e) is amended to read in its entirety:

“(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit “A” and Exhibit “A1”. Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.”

4. Section 2 “Term of Agreement & Commencement of Work” is amended to read in its entirety:

“(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2025, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval, and;

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form, and;

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto, and;

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project upon full execution of this agreement. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A and Exhibit A1, and to perform the work in accordance with the approved schedule.

5. Section 3 “Compensation” sub-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 in an amount not to exceed Three Million Five Hundred Ninety-Three Thousand Three Hundred Fifty-Six Dollars (\$3,593,356.00) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B & Exhibit B1 and incorporated herein by this reference.”

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

This First Amendment is executed in two (2) duplicate originals, each of which is deemed to be an original. This First Amendment consists of pages (4) pages.

(Attestation & Approval follow)

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Agreement for Agreement for Construction Management and Construction Support Services for the Imjin Parkway Widening Project on the date and year first written above.

CITY OF MARINA

CONSULTANT

By: _____
Layne Long
City Manager

By: _____
Name:
Its:

Date: _____ 2023

Date: _____ 2023

ATTEST: Per Resolution 2023-

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A1

ADDITIONAL SCOPE OF SERVICES

Project Coordination and Management

Task 170: Pre-construction Coordination (primarily ITP and “Lands Package”)

- Harris has provided [and will continue to provide] resources for review/evaluation of environmental documents as they relate to construction, attended inter-agency meetings as requested, and provide coordination between various entities involved in obtaining the ITP permit and completion of the “Lands Package” required by the ITP.

Deliverables: Meeting agendas, meeting minutes, and comments for document reviews.

Task 180 – Pre-Construction Biological Efforts

- The project Mitigation Monitoring & Reporting Plan (MMRP) contains several measures that require action prior to the Notice to Proceed. Denise Duffy & Associates will be performing this work; more detailed scope and estimated costs are attached.
 - Task 181 – Pre-Construction Biological Surveys
 - Task 182 – Monterey Spineflower Survey & Reporting
 - Task 183 – Tree & Vegetation Replacement Plan

Deliverables: Draft and final reports detailing findings and compliance with applicable permit requirements

Task 190: Paleontological Efforts

- The project Mitigation Monitoring & Reporting Plan (MMRP) contains several measures that require a report & plan be developed prior to the Notice to Proceed. Pacific Paleontology will be performing this work; detailed scope and estimated costs are attached.
 - Task 191 – Paleontological Evaluation Report, Monitoring Plan, and Employee Training
 - Task 200 – Paleontological Monitoring during mass grading

Pre-Construction Deliverables: Final Paleontological Evaluation Report, Monitoring Plan and Employee Training Materials.

Construction Deliverables: Field monitoring reports

EXHIBIT B1

**CITY OF MARINA
IMJIN PARKWAY WIDENING PROJECT
PRE-CONSTRUCTION ADDITIONAL CM SCOPE
FEE ESTIMATE**

TASK	TASK	DESCRIPTION	ESTIMATED COST
170		Pre-construction coordination	\$ 25,000.00
180		Pre-Construction Biological Efforts (per MMRP)	
	181	Pre-construction Biological Surveys	\$ 17,852.00
	182	Monterey Spineflower - survey and required reporting	\$ 9,128.00
	183	Tree & Vegetation Replacement Plan	\$ 18,934.00
190	190	Paleontological Efforts (per MMRP)	
	191	Paleontological Evaluation Report, Monitoring Plan, & Employee Training	\$ 6,400.00
	192	Paleontological Monitoring*	\$ 8,000.00
	Total		\$ 85,314.00

* Estimated based on monitoring 100 days of mass grading - excludes treatment of major fossil finds, fees associated with curation, etc.

City of Marina Imjin Parkway Improvement Project (PLN 160374) – Pre-Construction Compliance Scope of Work

To: Dana Van Horn, Harris and Associates, Inc.
Date: July 19, 2022
Client: City of Marina (City)
From: Matt Johnson, Denise Duffy & Associates (DD&A)
Ref: 2022-07
Subject: Scope of Work and Cost Estimate for Pre- and Post-Construction Compliance Imjin Parkway Improvements Project

Denise Duffy & Associates (DD&A) is currently under contract with Harris and Associates, Inc. (Harris) to provide environmental compliance services support for the construction phase of the City of Marina's Imjin Parkway Improvement Project (project). Harris and DD&A conducted a review of the Mitigation Monitoring and Reporting Program (MMRP) for the project to determine the responsible party for each of the Mitigation Measures. As a result of this analysis, it was determined that DD&A would prepare a Scope of Work (SOW) and Cost Estimate for all Mitigation Measures associated with the pre-construction phases of the project that were outside of DD&A's existing Scope of Work. This Scope of Work would be the responsibility of a contracted biologist and/or restoration contractor. This document provides the SOW and Cost Estimate for environmental compliance and mitigation monitoring services for the project. Where appropriate, this SOW identifies the various project deliverables that will be completed for clarification purposes. This SOW includes compliance with the Final Initial Study Mitigated Negative Declaration (MND) and the MMRP for the project approved by the City of Marina (City).

Task 1 Pre-Construction

Task 1.1 Pre-Construction Biological Surveys

Pre-construction clearance surveys shall be conducted by a qualified biologist for component-specific species and habitats as directed by the MMRP. Survey methodology will be consistent with the requirements of the environmental documentation. Pre-construction survey reports describing the results of the surveys will be provided to the project proponents prior to any ground disturbing activities. The report will include but will not be limited to:

- 1) a description of the species observed, if any;
- 2) map of the location, if observed; and
- 3) recommended avoidance and minimization measures, if applicable.

This task will involve periodic coordination and strategy calls with City and project partners to coordinate information exchange, discuss/refine project submittal information, and work with the internal team to address project needs.

- 1.1.1 Pre-Construction Surveys for Smith's Blue Butterfly (Mitigation Measure BIO-6).
- 1.1.2 Pre-Construction Surveys for Nesting Birds (Mitigation Measure BIO-6).

- 1.3.3 *Pre-Construction Surveys for Roosting Bats (Mitigation Measure BIO-6).*

Deliverables: Pre-construction survey reports (one draft and one final).

Task 1.2 Pre-Construction Monterey Spineflower Seed/Seedbank Collection, Preservation and Restoration

Prior to disturbance, Monterey spineflower seed/seedbank (through soil salvage) will be collected from plants in temporary impact areas. After construction is complete and no further impacts are anticipated, the contracted biologist will direct the broadcast and raking into the topsoil in the areas from which seed/seedbank was collected. The contracted biologist will direct this process, including identifying areas for seed/seedbank collection, identifying areas for seed/seedbank storage, and documentation of restoration of seed/seedbank. The contracted biologist will prepare a report documenting the entire process of seed/seedbank collection, preservation, and restoration.

Deliverables: Monterey Spineflower Temporary Impact Seed Collection and Restoration Report (one draft and one final).

Task 1.3 Tree and Vegetation Replacement Plan (TVRP)

Prior to the issuance of Notice to Proceed a contractor-supplied biologist/arborist/botanist will develop the Tree and Vegetation Replacement Plan (TVRP). The TVRP will include a locally native plant palette selected to blend with the existing native habitat types extant within the project corridor, to retain a visually unified corridor appearance, consistent with the Imjin Parkway Improvement Project Habitat Mitigation and Monitoring Plan (HMMP). The TVRP will implement required minimization planting per Chapter 29 (Highway Planting) of the Caltrans Project Development Procedures Manual and Chapter 900 (Landscape Architecture) of the Caltrans Highway Design Manual. The TVRP will be consistent with Mitigation Measure AES-4, AES-5, AES-8, AES-9, and EAS-11

Deliverables: TVRP (one draft and one final).

Cost Estimate

Attachment A provides the cost estimate to provide environmental services for the pre-construction phase of the project.

Attachment A

Cost Estimate

Cost Estimate for Imjin Parkway Improvements Project - Pre-Construction Compliance

		Labor Costs	Principal	Project Manager	Senior Environmental Planner/Scientist	Associate Planner/Scientist	Assistant Scientist	GIS Specialist	Graphics	Admin		Expenses		Task Total
			\$ 242	\$ 153	\$142	\$116	\$104	\$111	\$85	\$70			Subtask	
1.0	Pre-Construction Phase													\$ 45,914
1.1	Pre-Construction Biological Surveys	--	--	--	--	--	--	--	--	--		\$ -	\$ 17,852	
1.1.1	Pre-Construction Surveys for Smith's Blue Butterfly (Mitigation Measure BIO-6)	\$ 8,426	2	4	6	24	24	8	2	2		\$ 500		
1.1.2	Pre-Construction Surveys for Nesting Birds (Mitigation Measure BIO-6)	\$ 8,426	2	4	6	24	24	8	2	2		\$ 500		
1.1.3	Pre-Construction Surveys for Roosting Bats (Mitigation Measure BIO-6)	\$ 8,426	2	4	6	24	24	8	2	2		\$ 500		
1.2	Pre-Construction Monterey Spineflower Seed/Seedbank Collection, Preservation and Restoration	\$ 8,878	2	8	8	24	24	4	2	2		\$ 250	\$ 9,128	
1.3	Tree and Vegetation Replacement Plan (TVRP)	\$ 18,684	8	24	16	32	32	24	8	6		\$ 250	\$ 18,934	
	TOTAL		16	44	42	128	128	52	16	14		\$ 2,000		\$ 47,914



Contract Proposal

Paleontological Monitoring of the Imjin Parkway Project

Pacific Paleontology, PaPa, *A. Wayne Thompson*

Principal Paleontologist, City of Marina Lic. #041066653, DIR: PW-LR-100100699, SBE CA Certified #2030692

Prepared at the request of
Dana Van Horn, PE, SQD
Harris & Associates
Salinas, CA, c: 831-419-7234

28 March, 2023

Good morning Dana,

Please find below our Paleontological Monitoring Proposal to satisfy the City of Marina's MM CUL-1c MMRP requirements for the Imjin Parkway Project. We feel fortunate and grateful that we have been asked to provide this proposal and will adhere to our firm's highest Environmental Mission Statement standards in our growing relationship with you and Harris & Associates.

Should you have any questions, please do not hesitate to contact me.

With kind regards,

Wayne Thompson

Wayne Thompson

Contract Proposal

Paleontological Monitoring of the Imjin Parkway Project

Pacific Paleontology, PaPa, *A. Wayne Thompson*

Principal Paleontologist, City of Marina Lic. #041066653, **DIR**: PW-LR-100100699, CA Certified SBE #2030692

Project:

28 March, 2023

Imjin Parkway Widening Project
City of Marina
Monterey County, CA

This proposal has been prepared at the request of Ms. Dana Van Horn, PE, SQD, Senior Construction Manager for Harris & Associates. The Project Site Monitoring will be planned, performed, and directed by Pacific Paleontology staff. We have reviewed the MMRP, Bid Plans, Initial Study, Geotech Report, Bid Schedule, and the PIR (Paleontological Identification Report) by WRECO for this project. The Paleontological Evaluation Report (PER) and the Paleontological Mitigation Plan (PMP), including the Employee Paleontological Awareness Program (EPAP), for the Imjin Project have been completed by our staff in anticipation of upcoming earth moving activities and Site Monitoring going out to bid to seek the lowest bidding successful firm. Paleontological training pamphlets have been completed and sent % Dana VanHorn to your Salinas office.

<u>Component: MM CUL-1c</u> "The plan shall include...paleontological monitoring during ground-disturbing activities by a qualified paleontologist."	Cost, up to...
MM CUL-1c; Paleontological Monitoring	\$1,000.00/ 15-day billing cycle.

MM CUL-1c Paleontological Monitoring Task Breakdown: (Task Area 1a, b, c): Site Monitoring, (Task Area 2): Deployment of the Employee Paleontological Awareness Program, (Task Area 3): Lab work. For details of these three Task Areas, see below. All site monitoring is performed or supervised by Professional Paleontologist Mr. Thompson.

Kind regards,

Wayne Thompson

Wayne Thompson

***This cost proposal will not expire for the Imjin Parkway Expansion Project.**

PALEONTOLOGICAL MONITORING TASK BREAKDOWN:

City of Marina Imjin Parkway MMRP MM CUL-1c

Task Area 1a: Site Monitoring

Our proposal estimate here is based on 2X mobilizations per week and 6 small fossils found, extracted, prepared, identified, accessioned and cataloged for donation to an appropriate museum, university, or k-12 school for each 30-days of work, mobilizations being dependent upon where digging starts, the pace of excavation progress, the number of active excavation sites, and grading schedule components relative to critical deep digging points. For example, monitoring may be more concentrated than 2-3 days per week at the three large retaining wall footings (specifically footing numbers 1, 3, & 5) or if there are multiple active grading and trenching sites planned synchronously. It may also be less concentrated, dependant upon what stratigraphy is found sub-grade.

Due to the high paleontological significance of a nearby mammalian megafauna fossil site in Castroville, and because there is a high probability that the same group of strata as that discovery may occur at the Imjin Project Site, the paleontological sensitivity ranking for this project is high, as noted in the prior Windshield Survey of Allen, 2017, and in the Paleontological Monitoring Plan of Thompson, 2023. That site includes mammoths, mastodons, camels, and giant ground sloths in addition to fish, snakes, turtles, lizards, mollusks, microvertebrates, and other preserved creatures.

The paleontological sensitivity of the project area increases with depth below the surface as well, and borehole data down to 40.5-feet confirms this. Superficial sensitivity down to 5' is low in some areas, while in others the potential is higher. While revealing potential fossil-bearing silt layers of high paleontological significance in the boreholes, the original geotech study did not conclusively identify the known specific dark brown silty-clay strata that the mammalian megafauna fossils were discovered to be preserved in. Our expectation for the Imjin Project, then, is that there is a small chance for these older fossil-bearing layers to be uncovered, and because of this there is the potential for a significant discovery and thus paleontological sensitivity is high.

Our proposal here is thus initially in a “no-discovery condition”, lacking the needed additional stratigraphic information that is required to make a more precise assessment. This assessment will only be revealed through monitoring during grading and trenching. This Monitoring Proposal, nonetheless, includes the embedded cost for potentially recovering up to 6 small (6” X 6” X 6”) fossils discovered per 30-day cycle.

On larger projects like this, with a probability of limited fossils found, yet high paleontological sensitivity, we prefer to spread our monitoring out over longer periods of time, with more frequent, but shorter, daily spot checks initially until cessation of monitoring or discovery, limiting monitoring to less than half days; a few hours at a time. We do not at this time, with all the evidence and our background experience in the region, recommend full-day repeated monitoring without data-driven evidence to prove otherwise (found fossils/revealed dark clay-silt strata). If fossils/strata are found, monitoring will increase beyond 2X/week, and a cost adjustment proposal will be submitted. The likelihood of this is low, and as work progresses, we may enter upon cessation of monitoring through lack of evidence. Cessation of monitoring will also enter once all deeper grading is completed.

During these shorter visits to spot-check progress, we are maximizing our environmental monitoring efficiency by searching for excavated exposures of the potential fossil-bearing darker silt-clay strata, monitoring current deeper grading work, checking spoil piles, etc. These best management practices on the project site ensure that we can balance project needs with our high environmental protection standards. Additionally, with the deployment of our Employee Paleontological Awareness Program (EPAP), we can monitor much more effectively at these higher levels of efficiency knowing that protected resources can be conserved through recognition training for the on-site team at-large. If some of these exceptionally large fossilized creatures are discovered on site our strategy changes to build in more on-site time, related paleontological excavation equipment, and staff that go along with large fossil extractions and regular price point revision through addenda.

After completion of all the deeper excavation components of the project, such as retaining wall footings, deeper swales (2' and below) or other planned structures, the paleontological monitoring will enter cessation. The monitoring time may occasionally go up or down from projected in a 30-day cycle, for instance if the fossil-bearing strata is discovered but lacks fossils or if no fossil-bearing strata are exposed, respectively. A scenario in which the cost base would change up is if a single large or multiple small preserved fossils (over 6) were uncovered. In the event that there is no deep (2' or below) digging planned for a 30-day cycle, but will start again later, and thus no monitoring required, then there will be no charge for that cycle.

Task Area 1b: Site Monitoring, Supplies and Incidentals

Includes 6 small (6" X 6" X 6") fossils found, excavated, prepared, identified, accessioned and cataloged per 30-day cycle, and includes necessary supplies required by Professional Paleontologist in the performance of their duties; small hand tools (shovels, trowels, picks, hammers, chisels, dental picks, etc.), hand lenses, preservatives of various types, glues, whisk brooms, buckets, plaster-of-Paris, burlap, 2 X 4's, collecting bags, storage boxes, microfossil sampling equipment, preparation consolidants and adhesives, curation tools, field notebooks, data logs, and etc. If 6 small fossils are discovered, the proposal covers costs associated with all later lab fossil preparation and storage costs, space for the specimens, and supplies to prepare the fossils at Pacific Paleontology Labs in Monterey and/or Santa Cruz. A well-defined Cooperation and Assistance Contract, CAC, is recommended for this particular project and has previously been provided.

Task Area 1c: Site Monitoring, Management

Monitoring Management includes time for preparation of invoices, cost tracking, on-site record keeping, pre-construction meetings with contract engineers and other principals, billing and invoicing, preparation of written progress reports, stratigraphic mapping records, and other administrative responsibilities as required.

Task Area 2: Implementing the Employee Paleontological Awareness Program, EPAP

In-person on-site pre-construction training time with actual fossil mammoth/mastodon specimens is included and provided within this cost proposal. This is an important component. Personnel who have been visually entrained for specimen recognition are known to be far more effective at recognition of CEQA-protected local fossil color, texture, and shape properties, thus maximizing the chance of spotting critical resources. Proposal cost also assumes that the EPAP will also occur pre-grading using our remote access closed captioned environmental awareness video produced as a component of the Paleontological Mitigation Plan (PMP) that we are working on now. The environmental awareness training program is mandatory and attendance monitored. This cost line has been built in previously to the PMP and so is not part of this proposal. This proposal also does not include the Principal Paleontologist Scoping site visit component, which will occur over several days pre-grading, to surface search for fossils and identify any "hot spot" areas that may require greater attention during monitoring, and identifying any potential unrecognized surficial discoveries; this was already built into and included in our prior PMP contract proposal under which we are working now.

Task Area 3: Lab Work

Our on-site monitoring proposal also includes all fossil specimen preparation and lab analysis of up to 6 small (6" X 6" X 6") fossils collected during each 30-day cycle, including any potential consolidation for long-term museum storage, accessioning and cataloging, photography, professional identification to the lowest taxonomic level, storage, transport, and donation. This may include performing microvertebrate and other alluvial faunal and floral analyses from ancient lacustrine, fluvial, and potentially marine environments preserved in the area. Standard microscopy techniques will be employed using a #100 (149 μ m) and a #230 (63 μ m) and other regulated brass sieves as well as larger wood-framed sifting screens for larger microfossil material. Any microvertebrate fossil analysis that is needed will be carried out using a trinocular Motic SMZ-168 dissecting microscope equipped with a light ring and digital camera for specimen photography. A standard metal picking

tray with a 000 brush will be employed for any smaller material, however there is a low probability for this, and so cm-grid rubber picking mats will also be employed for any potential larger microvertebrates. Museum donation of discovered fossils is standard practice in most excavations + (See Pg. 5 below).

Should you have any questions please do not hesitate to contact me so that we can accommodate.

With kind regards,

Wayne Thompson



*Allen, James. 2017 (December). Imjin Parkway Improvement Project Paleontological Identification Report. Walnut Creek, CA: WRECO.

+Important notice:

In the event that the museum accepting any found fossils has charges on their end for accepting and curating donations (they typically do) those charges are not included here in this proposal. Be aware, if those fossils are of large mammals, such as Mammoths, Mastodons, and Giant Ground Sloths that have been found nearby, or a large number of smaller fossils, these charges may be quite significant. If fossils are discovered in the Project Area, we can provide a cost estimate from the museum at that time. We have close professional working relationships with all the major California paleontological museums developed over many decades of paleontological work in field, lab, and research and will choose the appropriate repository for any potential fossils recovered on a case-by-case basis:

- 1. The University of California Berkeley Museum of Paleontology, current Research Associate position.*
- 2. The California Academy of Sciences, Department of Geology, current Research Associate position.*
- 3. The Santa Cruz Museum of Natural History, current Paleontological Collections Advisor Position.*
- 4. The Pacific Grove Museum of Natural History.*
- 5. The L.A. County Museum of Natural History, Divisions of Vertebrate and Invertebrate Paleontology.*

At the same time, however, fossil donation depends on the paleontological significance of the discovery, and since Pacific Paleontology works closely with the Monterey/Santa Cruz k-16 educational community through its non-profit arm, these fees can potentially be mitigated for non-significant fossils through our educational outreach program with fossils for local school and student projects whenever possible.

March 28, 2023

Item No. **10g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 4, 2023

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING AMENDMENT NO.1 TO THE AGREEMENT BETWEEN THE
CITY OF MARINA AND HARRIS AND ASSOCIATES, INC. OF SALINAS,
CALIFORNIA, TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES
FOR THE IMJIN PARKWAY IMPROVEMENT PROJECT, AND AUTHORIZE
THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF
THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, approving Amendment No.1 to the agreement between the City of Marina and Harris and Associates, Inc. of Salinas, California, to provide construction management services for the Imjin Parkway Improvement Project;
2. Authorize the City Manager to execute the Amendment on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of September 18, 2018, the City Council adopted Resolution No. 2018-111, approving a Senate Bill 1 Local Partnership Program Baseline Agreement to receive grant funding amounting to \$19 million for the Marina-Salinas Multimodal Corridor – Imjin Parkway Widening Project.

At the regular meeting of the California Transportation Commission of October 13-14, 2021, the Commission approved the allocation for locally administered Senate Bill 1 Local Partnership Program funds for the construction of the project.

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At the regular meeting of December 14, 2021, the City Council adopted Resolution No. 2021-137 approving an agreement between City of Marina and Harris and Associates, Inc. of Salinas, California, to provide construction management services for the Imjin Parkway Improvement Project.

ANALYSIS:

Since contract execution, Harris and Associates have been supporting the City's preconstruction coordination with various project elements not included in their original scope of work including coordination with the California Department of Fish and Wildlife (CDFW) regarding the project's Incidental Take Permit (ITP) and subsequent submittal packages. Along with this additional scope of work, the consultant has provided additional support through their subconsultant teams with regards to Biological, Geological and Paleontological monitoring per the projects Mitigation Monitoring & Reporting Plan (MMRP).

Full execution of all requirements per the MMRP, the ITP mitigation requirements and additional support required by staff from the consultant team is included in the proposed contract amendment scope (**“Exhibit A”**).

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available for the additional construction management and inspections services amendment of \$85,314 for a total contract total of \$3,593,355.42 in the Capital Improvement Program project account EDR1808-R46B (#401) Imjin Widening Project.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina