

RESOLUTION NO. 2023-138

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND BEK COLLECTIVE FOR PROFESSIONAL SERVICES FOR THE MARINA GATEWAY SIGNS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the City Council approved a two-year CIP on October 5, 2021 (Resolution 2021-108). The City's Gateway Entry Sign Capital Program EDP 1809 budget is \$250,000. This funding is being provided by PG&E as mitigation fees for tree removal performed near their gas and electric facilities. The Airport's Gateway Entry Sign Capital Program 2103 budget is \$35,045. This funding is being provided by the Airport Enterprise Fund; and

WHEREAS, on August 17, 2022, city staff released a Request for Qualifications to provide design services for the Gateway Signs; and

WHEREAS, on October 19, 2022, staff received Statements of Qualifications from five firms. A review panel of three city staff members and one staff member from Program Management Services firm Wallace Group reviewed and ranked the qualifications of the five firms; and

WHEREAS, the proposing firms were ranked on their qualifications for 1) Understanding of the City's Goals; 2) Project Manager; 3) Familiarity with Locality; 4) Specific Management Approach; 5) Experience; 6) Organization; and 7) Reputation; and

WHEREAS, BEK Collective Inc. (BEK) was determined to be the most qualified proposer; and

WHEREAS, city staff in consultation with BEK agreed to refine the scope of work by removing items such as preparing construction documents for this project delivery phase; and

WHEREAS, on January 26, 2023, BEK submitted a revised proposal for performing public outreach and topographic mapping; preparing three schematic design options for both the City and Airport, engage in a second phase of community outreach meeting, and presentation at Planning Commission and City Council meetings; and

WHEREAS, approval of professional services agreement for the City of Marina Gateway Entry is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

WHEREAS, a draft agreement to retain BEK for the professional services in a not-to-exceed amount of \$74,032 is attached as "EXHIBIT A"; and

WHEREAS, the gateway entry sign design project to be delivered under the recommended contract is funded within the Capital Improvement Program (City Project No. EDP1809 and Airport Project No. 2103); and

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

1. Approve a professional services agreements between the City of Marina and BEK Collective Inc. for preparing a conceptual design for the primary points of entry into the City, and;
2. Authorize the City Manager to execute the agreement on behalf of the City and the Airport 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 10th day of December 2023, by the following vote:

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

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Medina Dirksen

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR GATEWAY SIGNAGE DESIGN SERVICES**

THIS AGREEMENT is made and entered into on _____, 2023, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and BEK Collective Inc., a California S Corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for gateway signage design services for the four gateways to the City and the one entry point to the Airport, hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. Consultant represents that it has the degree of specialized expertise contemplated within California Government Codes §§37103 and 53060 and holds all necessary licenses to practice and perform the services herein contemplated.
- D. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(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 "B" 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.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(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." 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.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2024, 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 on or by the date this contract is fully executed. 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 to perform the work in accordance with the approved schedule.

3. Compensation.

(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 Seventy-Four Thousand and Thirty Two Dollars (\$74,032) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or dispute items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the

Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the prior written authorization.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Public Works Director/City Engineer Mr. Brian McMinn who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Bianca E. Koenig as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Bianca E. Koenig.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors other than those set forth in Exhibit A section 2, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the payment, administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering

notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not

discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided

above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts

due Contractor for work or services provided under this Agreement.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance With Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., etc.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation

or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
City of Marina City Hall
211 Hillcrest Avenue
Marina, California 93933
Fax: (831) 384-9148

To Contractor: Bianca E. Koenig
BEK Collective Inc.
PO Box 708
Cayucos, CA 93430
Email: Bianca@bekcollective.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. It is understood and agreed to by the Contractor and the City that they cannot, and will not, claim Force Majeure based on an economic downturn of any type. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. **Construction. References. Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

33. **Time.** Time is of the essence in this contract.

34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR

By:

By:

Name: _____
Layne Long
Its: City Manager

Name: _____
Bianca E. Koenig
Its: Principal Landscape Architect

Date: _____

Date: _____

Approved as to form:

By: _____
City Attorney

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January 26, 2023

Proposal for Professional Services for

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina, Public Works Department
211 Hillcrest Avenue
Marina, CA 93933
bmcminn@cityofmarina.org

Re: Marina Gateway Signs

Project Understanding

The Gateway Entry Signs project provides an opportunity to establish a welcoming signal for visitors and pride of place for residents. The City of Marina has a lot to be proud of– surrounded by the beauty of the natural environment, from oak woodlands to the sea, and brought to life with passionate and active citizen groups. The diverse and committed City leadership exemplifies great clarity of values and the courage to voice objecting opinions, but with grace and compassion.

The City of Marina (City) is seeking Consultant services for facilitating community engagement, public meetings/presentations, and conceptual design of primary entry points into the City. Gateway Sign locations include four (4) primary entry points into the City as well as the entry to the airport for a total of five (5) signage locations (See Exhibit A). The four City entry points will be similar in style materials, but the airport may have some unique attribute or feature specific to the airport. The gateway signs are located at or near the following intersections:

1. Blanco Road at Reservation Road
2. Reservation Road at Highway 1
3. Del Monte Boulevard at Reindollar Avenue
4. Imjin Parkway at Highway
5. Reservation Road and Imjin Road (Airport Entry Sign)

Scope of Work

TASK 1 – PUBLIC ENGAGEMENT AND PRE-DESIGN

1.1 - Pre-design Meeting and Site Visit

Consultant to plan and coordinate site walk and design kick-off meeting with the City. The pre-design meeting is an opportunity to:

- Connect with City staff and key stakeholders for an overview of the project.

- Assess and document visible site conditions in more detail.
- Attend a City tour to confirm understanding of regional character, unique sense of place, and design preferences.
- Clearly communicate and confirm understanding of project goals and priorities.
- Prepare a project schedule to help keep team accountable and on track.

Consultant will document the meeting in the form of site photos, aerial plan mark-ups, meeting minutes, and as applicable, include action items with responsible party and target due dates.

1.2 - Preliminary Sign Design

Based on currently available base maps and Google Earth imagery, and notes from site meeting, Consultant will prepare preliminary base maps, curate sample imagery for signs and materials, and prepare preliminary design boards to help envision potential design theme, style, and size options for Gateway sign design.

1.3 - Public Engagement

Based on preliminary design sketches, sample imagery, and conceptual-level base plans, Consultant to facilitate a public community outreach event to obtain preliminary feedback and preferences from key stakeholders and the local community. This could be a pop-up tent/booth at a large community gathering or coordinated with a scheduled, special event. Final location and timing to be determined.

Consultant to coordinate with City for preparation of public engagement event with one (1) flier/invitation, two (2) presentation boards, and materials to help advertise and facilitate feedback. Presentation boards to include photos of existing signs and materials/elements representative of the City of Marina, to receive feedback from the community.

Keys to success for Public Engagement:

- Work with City representatives to determine goals for public participation and intended level of impact on decision making.
- Meet people where they are. Utilize existing platforms and connector organizations found on Facebook and Next Door. Design non-permanent pop-ups at plazas, businesses and/or community events.
- Maintain consistent, transparent, authentic, and sustained communication.
- Plan, prepare, and conduct the work expeditiously, but not hastily. Public projects find success when they move at the speed of trust.

TASK 1 - DELIVERABLES:

- One (1) Site Visit/Meeting and Minutes
- Project Schedule
- Two (2) 24" x 36" Presentation Boards with Design/Material/Theme Options
- One (1) Public Engagement Flier, Facilitation & Meeting

TASK 2 – SCHEMATIC DESIGN**2.1 - Topographic Mapping and Data Procurement**

Based on feedback and information gathered from Phase 1, Consultant to identify the limit of work and necessary survey area for each of the five (5) gateway signage locations. Detailed field survey data to be obtained for all Gateway Sign locations. Quality base information provides a necessary foundation for design. Consultant will retain the services of Gray Electrical Consulting + Engineering, CORP to provide professional electrical engineering services for conceptual planning of electrical service requirements to support signage locations. Services include dry utility provider facility verification (i.e. map request), consulting, and review. Consultant will retain the services of Whitson Engineers to provide a field survey to determine existing conditions, available Right-of-Way boundary references, and project control. This task may include some or all of the following ground features:

- Locating of record Right-of-Way monumentation to relate boundary to improvements.
- Locating existing signs or improvements, tree trunks, grade breaks and hardscape improvements.
- Surface evidence of utilities or other underground lines (sewer, storm drain water, electric, cable TV, telephone)
- Plot underground alignments of utilities if plans are available.

2.2 - Schematic Design

Based on updated base and data procurement information, Consultant to prepare three (3) schematic design options for City Gateway signs and three (3) schematic design options for the Airport sign location for a total of six (6) conceptual, full color sign elevations, and imagery to depict material/finish options. Sign elevation options may vary in scale and style. In coordination with three (3) elevation options, fifteen (15) schematic design plans will be prepared to identify approximate limit of work, proposed improvements, and opportunities/constraints with existing trees, structures, setbacks to travel lanes, line of sight restrictions, and/or utilities as they relate to each sign option. Understanding the City's commitment to water savings and preservation of native

trees and landscaping, plans will include areas for tree protection, supplemental planting, irrigation, and preliminary plant palette only where appropriate.

2.3 - Public Engagement

Based on outreach and feedback from Task 1, up-to-date survey information, and three (3) concept options, Consultant to engage in the second phase of community meetings/events for public review and feedback. This will include a second, public and interactive community meeting, as well as formal presentations at scheduled Planning Commission and City Council meetings.

TASK 2 - DELIVERABLES:

- Topographic Survey, Preliminary Utility Coordination & Right-of-Way Determination
- Six (6) Gateway Sign Elevation Options (with two (2) revisions included)
- Fifteen (15) Gateway Sign Schematic Plans (with two (2) revisions included)
- Five (5) 24" x 36" Presentation Boards with Design Options
- One (1) Public Engagement Flier, Facilitation & Meeting
- Attend/Present Public Agency Meetings (Planning Commission and City Council; Two (2) Total)

Additional Services

The following professional services are not included in this proposal but can be coordinated or included as a sub-consultant, pending further discussion and agreement with the City.

- Traffic Control
- Website Hosting, Design, and Development
- Arborist Services
- Agency Application/Permit Processing/Fees
- Site Specific, Three-Dimensional Renderings/Photo Simulations
- Marking Utility Locations On-Site

Fees

Fees for Professional Services outlined above shall be billed monthly on a time and materials basis, not to exceed the amount of \$74,032. Should we reach this amount, approval, in advance, must be given by Client for additional fees.

Billing

Billing shall be on a monthly basis. Direct costs such as printing, travel over 50 miles, materials, photography, sub-consultants, and other non-wage expenses are considered reimbursable and are billed at cost plus 10%.

Signature

Name



Date

01/26/2023

Bianca E. Koenig, PLA, CA Lic. No. 5081
BEK COLLECTIVE INC
Landscape Architects are licensed by the State of California

Date

EXHIBIT B

Sign Locations (approximate)

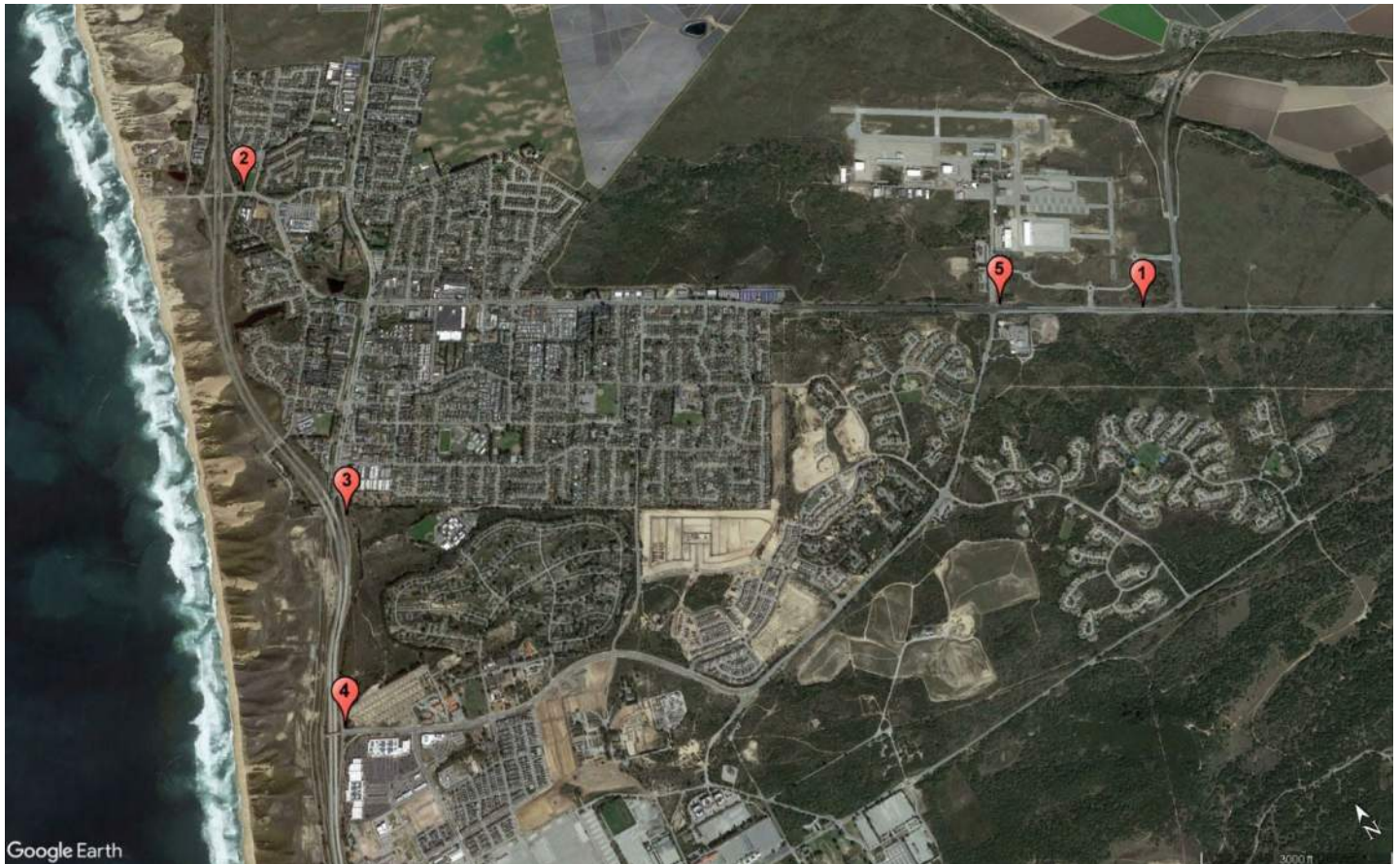


EXHIBIT B

BUDGET SUMMARY

MARINA GATEWAY SIGNAGE DESIGN SERVICES

Professional Consulting Services

City of Marina, CA

EXHIBIT A

		Landscape Architecture & Design Services								Civil Engineering and Surveying Services						Structural		Electrical Engineering Services				Direct Reimb. Costs	Service Fee (10%)	TOTAL	
		BEK COLLECTIVE INC						RMA (Irrigation)		WHITSON ENGINEERS						SSG, LLP		GECE CORP							
		PM/Owner B.Koenig/B.Maran		Sr. Designer J. Koenig/Feld		Designer		PM/Owner Chris Mitchell		Principal Andy Hunter		Land Surveyor. Chuck Pugh		1-Person Field Crew		PM/Owner Michael Parolini		PM/Owner Heather Gray		Utility Coordinator					
		\$165		\$125		\$95		\$150		\$240		\$175		\$210		\$210		\$200		\$152					
Task	Description	hours	cost			hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	cost	cost	hours	cost
TASK 1	PUBLIC ENGAGEMENT AND PRE-DESIGN																								
1.1	Pre-Design Meeting and Site Visit	6	\$990	0	\$0	4	\$380	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$250	\$25.00	10	\$1,645
1.2	Preliminary Sign Design	12	\$1,980	32	\$4,000	12	\$1,140	4	\$600	4	\$960	4	\$700	0	\$0	4	\$840	8	\$1,600	12	\$1,824	\$0	\$652.40	92	\$14,296
1.3	Public Engagement	24	\$3,960	12	\$1,500	12	\$1,140	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$500	\$50.00	48	\$7,150
	TASK 1 Subtotal	42	\$6,930	44	\$5,500	28	\$2,660	4	\$600	4	\$960	4	\$700	0	\$0	4	\$840	8	\$1,600	12	\$1,824	\$750	\$727	150	\$23,091
TASK 2	SCHEMATIC DESIGN																								
2.1	Topographic Mapping and Data Procurement	1	\$165	0	\$0	0	\$0	0	\$0	2	\$480	30	\$5,250	32	\$6,720	0	\$0	0	\$0	0	\$0	\$150	\$1,260.00	65	\$14,025
2.2	Schematic Design	48	\$7,920	72	\$9,000	90	\$8,550	0	\$0	2	\$480	5	\$875	0	\$0	0	\$0	0	\$0	0	\$0	\$150	\$150.50	217	\$27,126
2.3	Public Engagement	24	\$3,960	24	\$3,000	24	\$2,280	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$500	\$50.00	72	\$9,790
	TASK 2 Subtotal	73	\$12,045	96	\$12,000	114	\$10,830	0	\$0	4	\$960	35	\$6,125	32	\$6,720	0	\$0	0	\$0	0	\$0	\$800	\$1,461	354	\$50,941
	Project Subtotal	115	\$18,975	140	\$17,500	142	\$13,490	4	\$600	8	\$1,920	39	\$6,825	32	\$6,720	4	\$840	8	\$1,600	12	\$1,824	\$1,550	\$2,188	504	\$74,032
GRAND TOTAL																								\$74,032	

Notes:

1) Fees quoted in this proposal will remain valid for 90 days from the submittal date.

2) Reimbursable costs service fee at 10%.

3) Subconsultant service fee at 10%.

4) Survey Field Crew Rate based on Prevailing Wage Rates.

5) Fees do not include drilling permits, encroachment permits, or traffic control.



CITY OF MARINA

GATEWAY ENTRY SIGNS
FEE SCHEDULE

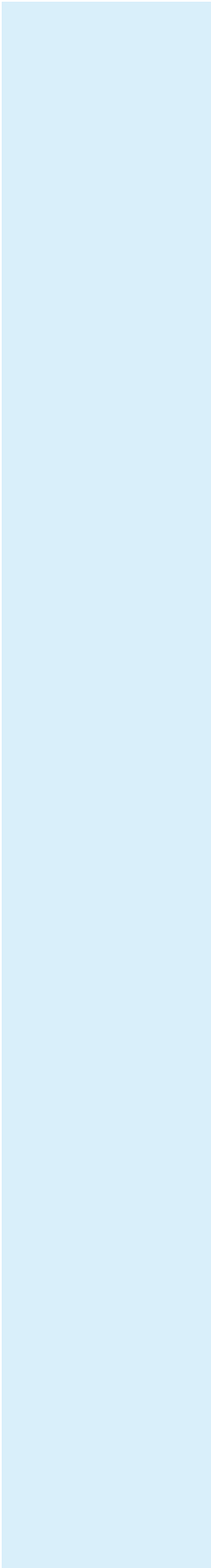
SUBMITTED BY



OCTOBER 19, 2022

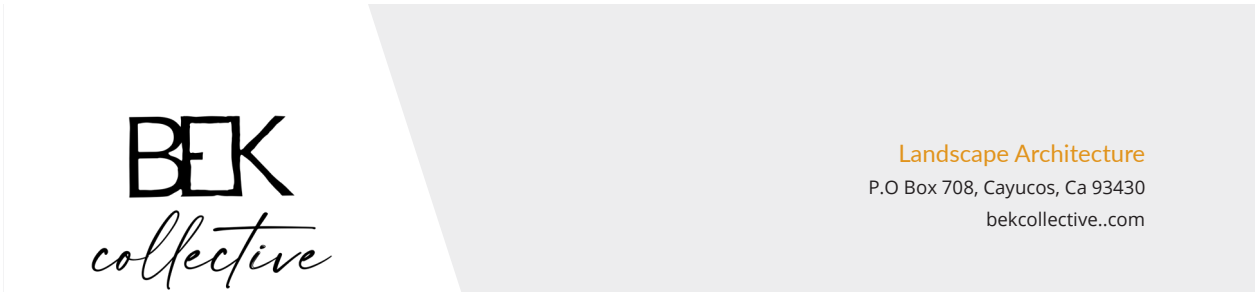
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HOURLY RATE
SCHEDULES



HOURLY RATE SCHEDULE

CATEGORY	HOURLY RATE
Landscape Architect or Principal	\$165.00/hr
Senior Designer/Technician	\$125.00/hr
Designer/Technician	\$95.00/hr
Administrator	\$85.00/hr

REIMBURSABLES

Professional Services by Others	Cost Plus 10%
Material, Postage, Reproduction, Phone	Cost Plus 10%
Mileage	Current Federal Rate



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer / Surveyor	\$ 165.00
Associate Engineer / Surveyor	\$ 150.00
Assistant Engineer / Surveyor	\$ 130.00
Senior Engineering / Survey Technician	\$ 125.00
Engineering / Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness / Court Hearing	\$ 325.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00
Reimbursables	
Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2020

#41



Structural Engineering

811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401

ssgse.com

HOURLY RATE SCHEDULE

Position	Rate
Principal Structural Engineer	\$210 / hr
Principal Engineer	\$200 / hr
Senior Structural Engineer	\$160 / hr
Structural Engineer	\$145 / hr
Senior Project Engineer	\$135 / hr
Project Engineer	\$125 / hr
Staff Engineer	\$115 / hr
Production (CAD) Operator	\$90 / hr
Production (CAD) Technician	\$75 / hr
Administrative Professional	\$50 / hr
Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost (Mileage, Travel, Printing, Shipping, Etc.)	

Michael E. Parolini, PE,, SE
 SSG Structural Engineers, LLP
 michael.parolini@ssgse.com
 M | 805.391.7819
 O | 805.439.211



Irrigation Consulting

2760 Camino Diablo, Walnut Creek, CA 94597

rmairrigation.com

HOURLY RATE SCHEDULE

CATEGORY	HOURLY RATE
Principal Designer	\$150.00
Design Assistant	\$125.00
Draftsman	\$100.00
Fieldwork	\$ 75.00
Clerical	\$150.00
	\$ 75.00

Chris Mitchell, Irrigation Consultant, Vice President
Russell D. Mitchell & Associates, Inc. (RMA)
cmitchell@rmairrigation.com
925.939.3985



Electrical Consulting + Engineering

2529 Professional Parkway, Suite A
P.O Box 368, Santa Maria, CA 93456
gececorp.com

GECE Rate Schedule - Engineering Services	
Engineering	
Professional Electrical Engineer	\$174
Expedited Professional Electrical Engineering Services	\$190
Sr. Electrical Designer	\$150.00
Electrical Designer	\$126.50
Drafting	
Sr. Electrical Drafting Technician (3-D Modeling for Electrical Systems)	\$110
Electrical Drafting Technician	\$95
Project Management / Project Controls / Administrative	
Utility Coordinator	\$131.75
Electrical Project Manager	\$126.50
Secretarial	\$68.50
Equipment / Services	
Reproduction, Postage, and Shipping	Cost + 10%
Airfare, Lodging, and Travel Expenses	Cost + 15%
Mileage	\$0.56 / mile
AutoCAD File Issuance (As Built Purposes), < 30 sheets	\$75 / sheet
AutoCAD File Issuance (As Built Purposes), > 30 sheets	\$55 / sheet
Overtime rates are 1.5 times the hourly rate, when services are provided beyond 8 hours in a given workday. These rates are subject to change by GECE every 12-month period on the anniversary of the execution of this proposal.	

Heather A. Gray, Electrical Engineer, Owner, Principal
Gray Electrical Consulting+ Engineering
805.361.0525

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EXHIBIT C - INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available,

through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess

liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the City. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other

November 29, 2023

Item No. **13d**

Honorable Mayor and Members
the Marina City Council

City Council Meeting of
of December 5, 2023

CITY COUNCIL TO ADOPT RESOLUTION NO. 2023-, APPROVING A PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND BEK COLLECTIVE FOR PROFESSIONAL SERVICES FOR THE MARINA GATEWAY SIGNS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2023-, approving a professional services agreement between the City of Marina and BEK Collective Inc., **EXHIBIT A**, for preparing conceptual designs for the primary points of entry into the City and the Airport, and;
2. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The City Council approved a two-year CIP on October 5, 2021 (Resolution 2021-108). The City's Gateway Entry Sign Capital Program EDP 1809 budget is \$250,000. This funding is being provided by PG&E as mitigation fees for tree removal performed near their gas and electric facilities. The Airport's Gateway Entry Sign Capital Program 2103 is \$35,045. This funding is being provided by the Airport Enterprise Fund.

The proposed gateway signage provides a unique identity for the City and helps directs motorists to the Airport. Gateway sign locations include four (4) primary entry points into the City as well as the entry to the airport for a total of five (5) signage locations. The four City entry points will be similar in style materials, but the airport may have some unique attribute or feature specific to the airport. The possible gateway sign locations are at or near the following intersections:

1. Blanco Road at Reservation Road
2. Reservation Road at Highway 1
3. Del Monte Boulevard at Reindollar Avenue
4. Imjin Parkway at Highway 1
5. Reservation Road and Imjin Road (Airport Entry Sign)

To facilitate the design process, the City issued a Request for Qualifications (RFQ) to design professionals to submit qualifications for the gateway signage design services. Ultimately the envisioned services would support construction contracts to be awarded by the City Council for furnishing and construction of gateway signage. The City regularly enters into various professional services contracts during the course of business to support delivery of capital improvements.

On August 17, 2022, city staff released a Request for Qualifications to provide professional services for the design of City of Marina Gateway Entry Signs.

ANALYSIS:

On October 19, 2022 staff received Statements of Qualifications from five firms shown in the table below. A review panel of three city staff members and one staff member from Program Management Services firm Wallace Group reviewed and ranked the qualifications of the five firms. The firms were ranked on their qualifications for 1) Understanding of the City's Goals; 2) Project Manager; 3) Familiarity with Locality; 4) Specific Management Approach; 5) Experience; 6) Organization; and 7) Reputation.

Proposer	Final Ranking
BEK Collective Inc.	1
Verde Design	2
Graphic Solutions	3
Wald, Ruhnke & Dost Architects, LLP	4
EMC Planning Group	5

As shown in the table above, BEK Collective Inc. (BEK) was determined to be the most qualified proposer. BEK is able to provide the professional services requested. Bianca Koenig, the Project Manager from BEK, has performed similar work for the Sea Haven Development and a sub-consultant to for the City of Marina Dr. Martin Luther King Jr Sculpture Garden and is currently working on the landscape design for the Del Monte Boulevard medians. BEK's team includes partnering with Whitson Engineers, SSG Structural Engineers, Gray Electrical Consulting + Engineering, and Russell D. Mitchell & Associates for the proposed project design outlined in the RFQ.

Upon discussion with BEK, City staff agreed to refine the scope of work by removing items such as preparing construction documents for this project delivery phase. Therefore, the proposed revised scope of work being considered here would include the following:

1. Performing early public engagement, and
2. Preparing preliminary designs to bring to a community outreach meeting, and
3. Topographic mapping of the preferred locations, and
4. Preparing three schematic design options for both the City and Airport, and
5. Engage in a second phase of community outreach meeting, and
6. Presentation at Planning Commission and City Council meetings.

On January 26, 2023, BEK submitted a revised proposal for performing the work outlined above. Staff is recommending that the City enter into an agreement with BEK Collective to provide preliminary design and community outreach services.

ENVIRONMENTAL COMPLIANCE:

The approval of professional services agreement for the City of Marina Gateway Entry is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

FISCAL IMPACT:

The gateway entry sign design project to be delivered under the recommended contract is funded within the Capital Improvement Program (City Project No. EDP1809 and Airport Project No. 2103). The estimated cost to provide schematic designs for entry signs to the City and to the Airport is a not-to-exceed amount of \$74,032 which is 30 percent of the project budget.

The combining of the city and airport gateway entry signs design effort is deemed mutually beneficial to both entities since many of the activities, such as community outreach, could be performed simultaneously. Since four out of five of the design sites would be for the City, it is recommended that incurred project costs be shared between the City and Airport so that the City assumes 80 percent of the costs and 20 percent of the costs be assumed by the Airport.

CONCLUSION:

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

Respectfully submitted,

Elvira Morla-Camacho, P.E., QSD
Project Management Services
Wallace Group

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