

RESOLUTION NO. 2024-30

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE ENGINEERING SERVICES FOR THE PROPOSED WIDENING OF IMJIN PARKWAY BETWEEN RESERVATION ROAD AND IMJIN ROAD, AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, 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 October 4, 2016, the City Council adopted Resolution No. 2016-142, Approving agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway in the amount of \$2,173,520, and;

WHEREAS, at the regular meeting of February 5, 2019, the City Council adopted Resolution No. 2019-14, approving Amendment No. 1 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California in the amount of \$150,312.95 for a total amended contract amount of \$2,323,832.95. This amendment included expansion for environmental, geotechnical and landscaping design, and;

WHEREAS, at the regular meeting of November 5, 2019, the City Council adopted Resolution No. 2019-115, approving Amendment No. 2 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California in the amount of \$179,052 for a total amended contract amount of \$2,502,884.95. This amendment included additional engineering and environmental work, and;

WHEREAS, at the regular meeting of October 20, 2020, the City Council adopted Resolution No. 2020-137, approving a new agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California in the amount of \$254,056.00. This amendment included additional engineering and environmental work, and;

WHEREAS, at the regular meeting of December 14, 2021, the City Council adopted Resolution No. 2021-136, approving Amendment No. 1 to the agreement for bid and construction design support services in the amount of \$421,259.00, and;

WHEREAS, the original scope of work for the contract included engineering design support to accomplish environmental and right-of-way clearance as well as bid support during the project's bid advertisement period. Since the execution of the contract, the project design has undertaken various design changes per the environmental approval process as well as value engineering in coordination with the Contractor's execution of the project, and;

WHEREAS, staff has reviewed the scope of services and has concluded the need for expanded design support for construction to execute the project effectively. These services include revised landscaping and irrigation design, retaining wall design, and other design services to support the Project's environmental clearance conditions and address construction progress needs, and;

WHEREAS, should the City Council approve this request, adequate funding is available for the Kimley Horn design support services of \$155,245 in the Capital Improvement Program project account R46B (#401) Imjin Widening Project through funding from \$20.25 Million in SB1 State Grant funds, \$18.25M in Regional Measure X funds, and \$2M in Development Impact Fee funds.

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

1. Approve Amendment No. 2 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services to complete the plans for widening of Imjin Parkway between Reservation Road and Imjin Road;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
3. Authorize the City Manager to execute the agreement 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 2nd day of April 2024, by the following vote:

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

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**SECOND AMENDMENT TO AGREEMENT
FOR ENGINEERING SERVICES FOR THE
IMJIN PARKWAY WIDENING PROJECT**

THIS SECOND AMENDMENT (“Second Amendment”) to the Agreement for Engineering Services for the Imjin Parkway Widening Project is made this ____ day of _____, by and between the CITY OF MARINA, a municipal corporation (“CITY”) and KIMLEY- HORN AND ASSOCIATES, INC., a North Carolina corporation (“CONSULTANT”) registered to do business in California. CITY and CONSULTANT are sometimes referred to herein collectively as the “Parties.”

Recitals

- A. On December 14, 2020, CITY and CONSULTANT entered into the Agreement for Engineering Services for the Imjin Parkway Widening Project (the “Agreement”) for CONSULTANT to prepare topographic survey and preliminary engineering to acquire the necessary NEPA and CEQA approvals, and to provide the CITY with accurate design plans, specifications and cost estimates; and to perform professional and environmental services necessary to prepare all environmental documents, permit applications packages, right of way maps showing rights of way take, and temporary construction easements, project reports, plans specifications, and estimates in the amount of \$254,056.00.
- B. On January 4, 2022, CITY and CONSULTANT entered into Amendment No. 1 of the Agreement (“Amendment No. 1”) for CONSULTANT to prepare bid support documents, environmental clearance design support, and construction design revisions as needed in the amount of \$421,259.00.
- C. 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 \$155,245.00 to be furnished by the CITY.
- D. The CONSULTANT has prepared a document entitled “Scope and Compensation” with terms for the proposed Second Amendment of the Agreement (attached as “Exhibit B2” to this Second Amendment incorporated herein by reference).
- E. Only the numbered Articles of the Agreement which are being amended are set forth in this Second Amendment.

Terms & Conditions Amended

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

1. Exhibit “B2” to the Second Amendment is incorporated into the Agreement.

2. Section 2 “Term of Agreement & Commencement of Work” section (a) is amended to read in its entirety:

“(a) Unless otherwise provided, the term of this Agreement began on September 1, 2020 and shall expire on December 31, 2026, 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.”

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

“(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed Eight Hundred Thirty Thousand Five Hundred Sixty Dollars (\$830,560.00) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B, Exhibit B1 & Exhibit B2 and incorporated herein by this reference.”

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

This Second Amendment is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment consists of three (3) pages.

(Attestation & Approval follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Agreement for Agreement for Consulting Services for Engineering Services for the Imjin Parkway Widening Project on the date and year first written above.

CITY OF MARINA

KIMLEY-HORN AND ASSOCIATES,
INC. a North Carolina corporation

By: _____
Layne Long
City Manager

By: _____
Name: _____
Its: _____

Date: _____ 2024

Date: _____ 2024

ATTEST: Per Resolution 2024-

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B2

SCOPE AND COMPENSATION

Scope of Services

Task 1 – Additional Planting and Irrigation Plans (MMP)

As requested, MMP will perform additional planting and irrigation design services as outlined below:

Planting

- Create one (1) new LP sheet to accommodate the oak tree replacement mitigation measure within Sea Haven Park and adjacent to the Imjin Parkway right-of-way.
- Update Plant Legend
- Submit for City review comments and provide responses.

Irrigation

- Create one (1) new IP sheet to accommodate the new oak tree replacement within Sea Haven Park and adjacent to the Imjin Parkway right-of-way.
- Update Water Budget Calculations.
- Submit for City review comments and provide responses.
- Submit to MCWD for review and approval.

Task 2 – Retaining Wall Design (New Masonry Wall)

Kimley-Horn will design a masonry retaining wall to avoid the new Seaside bird's beak plants and will include the retaining wall design in the previously-prepared plans. We assume the wall will be approximately 96 feet long and will follow Caltrans standard plans.

Task 3 – Design Support During Construction (DSDC)

The Kimley-Horn team will continue to coordinate with and provide support to the City during construction. We assume this task to occur over 25 months. We anticipate participating in weekly construction meetings with the City, construction manager (CM), and contractor for the duration of the project that were not previously assumed in our scope of services.

Due to the extended duration of project support in advance of the contractor NTP and construction activities commencing, additional design support effort has been expended that was beyond our original assumptions. Therefore, additional miscellaneous DSDC effort is requested.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

Schedule

This proposal assumes our services will continue through the end of construction, anticipated to be early 2026.

Compensation, Fees and Expenses:

Kimley-Horn will perform the services in Tasks 1 - 3 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Additional Environmental Services During Design	\$ 14,050
Task 2	Revisions to Final Construction Documents	\$ 11,925
Task 3	Design Support During Construction	\$120,600
	Escalation	\$ 8,045
	Subconsultant Markup (5%)	\$ 625
	Maximum Fee	\$155,245



CITY OF MARINA
IMJIN PARKWAY WIDENING PROJECT
DSDC Amendment No. 1 - COST PROPOSAL
February 2024

		Project Manager Daniel Carley	Sr. Tech. Advisor John Pulliam	Sr. Professional II	Sr. Professional II	Professional	Analyst	Project Support			MMP	Total Proposal
Task	HOURLY BILLING RATE	\$310.00	\$310.00	\$310.00	\$277.00	\$230.00	\$175.00	\$182.00	Total Hours	Total Labor Cost		
1.0	ADDITIONAL PLANTING AND IRRIGATION PLANS	5							5	\$ 1,550	\$ 12,500	\$ 14,050
	Additional Planting and Irrigation Plans	5							5	\$ 1,550	\$ 12,500	\$ 14,050
2.0	RETAINING WALL DESIGN (NEW MASONRY WALL)	5			25	15			45	\$ 11,925	\$ -	\$ 11,925
	Retaining Wall Design and Plans	5			25	15			45	\$ 11,925	\$ -	\$ 11,925
3.0	ADDITIONAL DESIGN SUPPORT DURING CONSTRUCTION	220		80		120			420	\$ 120,600	\$ -	\$ 120,600
	Weekly PDT/Construction Meetings	120							120	\$ 37,200	\$ -	\$ 37,200
	Additional Miscellaneous DSDC	100		80		120			300	\$ 83,400	\$ -	\$ 83,400
		230		80	25	135			470	\$134,075.00	\$12,500.00	\$146,575.00
	Total Other Direct Costs									\$8,669.50		\$8,669.50
	Escalation									\$ 8,045	\$ -	\$ 8,045
	Direct Expenses (hotel, mileage, food, etc.)									\$ -	\$ -	\$ -
	Subconsultant Markup (5%)									\$ 625	\$ -	\$ 625
	TOTAL									\$ 142,745	\$ 12,500	\$ 155,245

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN
CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF
SALINAS, CALIFORNIA, TO PROVIDE ENGINEERING SERVICES
FOR THE PROPOSED WIDENING OF IMJIN PARKWAY BETWEEN
RESERVATION ROAD AND IMJIN ROAD, AUTHORIZE THE
FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING
AND BUDGETARY ENTRIES, 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. 2024-, approving Amendment No. 2 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services to complete the plans for widening of Imjin Parkway between Reservation Road and Imjin Road;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

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Salinas, California in the amount of \$254,056.00. This amendment included additional engineering and environmental work.

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ANALYSIS:

The original scope of work for the contract included engineering design support to accomplish environmental and right-of-way clearance as well as bid support during the project's bid advertisement period. Since the execution of the contract, the project design has undertaken various design changes per the environmental approval process as well as value engineering in coordination with the Contractor's execution of the project.

Staff has reviewed the scope of services and has concluded the need for expanded design support for construction to execute the project effectively. These services include revised landscaping and irrigation design, retaining wall design, and other design services to support the Project's environmental clearance conditions and address construction progress needs.

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available for the Kimley Horn design support services of \$155,245 in the Capital Improvement Program project account R46B (#401) Imjin Widening Project through funding from \$20.25 Million in SB1 State Grant funds, \$18.25M in Regional Measure X funds, and \$2M in Development Impact Fee funds.

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:

Nourdin Khayata, P.E.
Interim Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina