

RESOLUTION NO. 2025-36

A RESOLUTION OF THE CITY COUNCIL OF MARINA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO WALLACE GROUP OF SAN LUIS OBISPO, CA FOR PROGRAM MANAGEMENT SERVICES FOR VARIOUS PROJECTS IN THE CAPITAL IMPROVEMENT PROGRAM (CIP) AND AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP); AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUGETARY ENTRIES

WHEREAS, the City of Marina has engaged with Wallace Group for program management services since May 18, 2020, under an initial 3-year contract which has been extended twice, resulting in a total agreement duration of 5 years, with the current extension set to expire on June 30, 2025; and

WHEREAS, this partnership has been instrumental in the successful completion of various capital improvement projects that have benefitted the City, including but not limited to Gloria Jean Tate Improvements Phase 1, two large blight removal projects, and Preston Park Improvements Phase 1; and

WHEREAS, Wallace Group is currently managing ongoing projects such as Preston Park Phase 2 Improvements, Gloria Jean Tate Phase 2 Improvements, City Park at the Dunes, and the Sportsplex & Aquatics Center Project; and

WHEREAS, the continued partnership with Wallace Group is essential for the successful implementation of the City's Capital Improvements Programs and the effective execution of remaining projects identified in the Scope of Work; and

WHEREAS, the City's Public Works staff have worked diligently to bring many projects in-house, resulting in a proposed contract deduction of \$589,710, which will allow for a revised budget of \$855,169 for the remaining work; and

WHEREAS, the extension of the professional services agreement from July 1, 2025, to June 30, 2026, will ensure the continued support and oversight necessary for the completion of vital projects while fostering cost-effective management;

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

1. Adopt Resolution No. 2025- authorizing a professional services agreement with Wallace Group of San Luis Obispo, CA for program management services beginning July 1, 2025, in an amount not to exceed \$855,169.00 for various projects in the Capital Improvement Program (CIP) and the Airport Capital Improvement Program (ACIP).
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of May 2025 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

**CITY OF MARINA
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into on July 1, 2025, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and *Wallace Group*, a *California 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:

Program Management Services for various projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP), 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. 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 "A" 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, seismic, geologic, 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 July 1, 2025 and shall expire on June 30, 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.

(b) Contractor shall commence work on the Project on or by July 1, 2025. 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 in an amount not to

exceed Eight Hundred Fifty-Five Thousand, One Hundred Sixty-Nine Dollars (\$855,169.00) in accordance with the provisions of this Section.

(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 disputed 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.

(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.

(f) There shall be no charge for transportation within Monterey, Santa Cruz and San Benito Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

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, Ismael Hernandez, 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, Kari Wagner, 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.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, 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 payment for, administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. 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.

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 and its subcontractors shall comply with the applicable laws of the United States of America, the State of California and the City prohibiting discrimination and harassment. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of gender, gender expression, gender identity, genetic characteristics, sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), mental disability, age, marital status, denial of family and medical care leave and denial of pregnancy disability leave, sexual orientation, military/veteran status and any other characteristics protected by state or federal law. 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 provisions of this Section 12(a) in all subcontracts related to this Agreement.

13. Indemnification.

(a) Other than in the performance of design 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, immediately defend (with independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials and agents (collectively "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 duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Contractor shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Contractor of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals.. The Contractor's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification 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 by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless 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 Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in direct proportion to the indemnified party's proportionate percentage of fault. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Professional shall satisfy its indemnification obligations and reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

(c) 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. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party unrelated to design professional services does not relieve Contractor from its separate and distinct obligation to defend City. 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 provide an immediate defense to any Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend the Indemnified Party at Contractor's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, 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. Contractor may submit a claim to the City for reasonable defense costs (including attorney's and expert fees) incurred in providing a defense of any Indemnified Party to the extent such defense costs arise under principals of comparative fault from the Indemnified Party's active negligence, recklessness or willful misconduct.

(e) This obligation to indemnify and defend, 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 "B" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, executed 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) be endorsed to protect City as an additional insured for commercial general and business auto liability; (2) provide City prior notice of cancellation; 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.

This Agreement shall not constitute, and it is not intended to constitute, either party as an employer, employee, agent, partner or legal representative of the other party for any purpose, or give either party any right to supervise or direct the functions of the other party. Except as specifically provided herein, neither party shall have authority to act for or obligate the other party in any way or to extend any representation on behalf of the other party. Each party agrees to perform under this Agreement solely as an independent contractor and neither party shall have any right, power, or authority, nor shall they represent themselves as having any authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other party for any purpose. Each party agrees not to permit its employees or agents to do anything that might be construed or interpreted as acts of the other party.

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 must be in good standing and registered with the California Department of Industrial Relations in accordance with California labor Code section 1725.5 and 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.

(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 (Title 5 of the Marina Municipal Code) for which a business license tax is prescribed and assessed at the rate of two-tenths percent of gross receipts, in accordance with the provisions therein. 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
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To Contractor:

Fax (____) _____

The parties may agree in writing to receive notice by email. 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 except that an economic downturn of any type shall not be a justifiable cause for the failure to meet their respective obligations under this Agreement. 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 work days. 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: _____
 Name: _____
 Its: _____
 Date: _____

By: _____
 Name: _____
 Its: _____
 Date: _____

Attest: (Pursuant to Reso: 20____ - ____)

By: _____
 City Clerk

Approved as to form:

By: _____
 City Attorney

INSERT EXHIBIT A

Section 1 (a)

- SCOPE OF WORK -

[Include Work Schedule if required.]

EXHIBIT B - INSURANCE

Contractor 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 Contractor, 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 Contractor 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 Contractor provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If Contractor 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 Contractor. 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 Contractor 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 Contractor'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, Contractor'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 Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

Contractor 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 Contractor'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

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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 Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor 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, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor 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 Contractor'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

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor 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 special circumstances.

CONTRACT AMENDMENT

Project Name: CIP Program Management Services	CA No. 4
Client Name: City of Marina	Project/Phase No. 1585-0001-00
Attention: Ismael Hernandez	Date: March 17, 2025
Address: 211 Hillcrest Avenue, Marina, California, 93933	



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

Description and Purpose of the Revision(s)

This amendment No. 4 includes the following changes:

This deductive contract amendment is for a reduction in scope resulting from numerous City of Marina projects that are completed, on hold, or transferred to alternate sources of management per City direction, so that the remaining funds may be unencumbered and returned to the City.

Attachment A is a list of all projects included in the Program Management services contract. Per Attachment A, projects marked with an X in the Close out column have been reconciled, and the projects will be closed out. These projects are no longer actively managed by Wallace Group under this contract unless directed by the City to reopen.

Conversely, projects not marked with an X in the Close out column remain under active Wallace Group Program Management. Budgets have been updated to allow for adequate support for the City for the upcoming year. We have also created a new phase 9999 that will include \$150,000 contingency. This contingency will only be accessed under approved written direction from the City.

Additionally, this contract amendment will extend the current Program Management Services contract one year to June 30, 2026.

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Contract Budget Summary:

		Total Contract	Program Management	Airport PM
Original Contract	5/8/2020	\$ 703,696	\$ 592,853	\$ 110,843
CA #1	6/15/2021	\$ 609,550		
CA #2	3/22/2022	\$ 1,288,548	\$ 1,098,000	\$ 190,548
CA #3	2/9/2024	\$ 599,738		
Contract Total		\$ 3,201,532		
Airport PM Contract		\$ 301,391		
Program Management Contract		\$ 2,900,141		
Subsequent to CA #4				
CA #4 (Deductive)	3/2025	\$ (589,710)		
Contract Total		\$ 2,611,822		
Airport PM Contract		\$ 301,391		
Program Management Contract		\$ 2,310,431		

Revision(s) Represent:

- () a change in previous instructions
(x) a change in Scope of Services
() other: Additional work and funding

Revision(s) Fee:

- () hourly (time & materials)
() progress billing: \$
(x) not-to-exceed w/o authorization:
(\$589,710)

Revision(s) will be invoiced as:

- (x) decrease to an item within the existing contract
() a new item added to existing contract

Issued by,

WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

Kari E. Wagner, PE C66026

Principal

612 Clarion Court

San Luis Obispo

California 93401

T 805 544-4011

F 805 544-4294

www.wallacegroup.us

Signature

Printed Name

Title

Date

1585-0001-00 Program Management Contract Details						
City Project #	WG Project Name	Total Budget	Budget Spent To Date	Updated Deltek Budget	Remaining Available Budget	Close out
	0001 Do Not Use		\$ 9,595	\$ 9,595	\$ -	X
APR1801	1801 Annual Street Resurfacing	\$ 230,558	\$ 230,551	\$ 230,551	\$ -	X
EDP1809	1809 Entry Sign and Landscaping	\$ 25,000	\$ 22,862	\$ 32,862	\$ 10,000	
EDF 1810	1810 City Hall Annex Permit Cnt Recon	\$ 475	\$ 475	\$ 475	\$ -	X
QLP1901	1901 Del Monte Blvd. Median	\$ 2,500	\$ 2,850	\$ 2,850	\$ -	X
QLF1902	1902 Pool Rehabilitation	\$ 40,000	\$ 238	\$ 238	\$ -	X
EDR1904	1904 Salinas Ave. Widening	\$ 263,706	\$ 52,808	\$ 52,808	\$ -	X
QLF2002	2002 City Council Chambers ADA	\$ 6,067	\$ 6,067	\$ 6,067	\$ -	X
APF2003	2003 Vince DiMaggio Bldg Rain Gutter	\$ 1,847	\$ 2,611	\$ 2,611	\$ -	X
QLF2004	2004 Sports Center Rehabilitation	\$ 221,100	\$ 35,161	\$ 221,100	\$ 185,939	
HSR2005	2005 CA Ave Pedestrian Crossing	\$ 33,742	\$ 33,741	\$ 33,741	\$ -	X
QLP2006	2006 Gloria Jean Tate Park Restroom &PT	\$ 98,204	\$ 98,349	\$ 98,349	\$ -	X
QLP2007	2007 Dunes Barracks Stabilization	\$ 15,625	\$ 15,625	\$ 15,625	\$ -	X
EDF2008	2008 Arts Village Bldng Stabailization	\$ 110,833	\$ 13,779	\$ 110,883	\$ 97,104	
EDF2010	2010 Duplex Housing Renovation	\$ 33,250	\$ 1,500	\$ 1,500	\$ -	X
HSR2011	2011 Streetlight Replacement	\$ 31,500	\$ 17,981	\$ 17,981	\$ -	X
HSR2012	2012 Traffic Signal Maintenance	\$ 32,000	\$ 16,198	\$ 32,000	\$ 15,802	
QLP2016	2016 Sea Haven Community Park	\$ 41,056	\$ 520	\$ 41,056	\$ 40,536	
QLP2017	2017 Dunes Park Development	\$ 200,000	\$ 87,987	\$ 200,000	\$ 112,013	
QLP2018	2018 Equestrian Center Development	\$ 71,778	\$ 108,544	\$ 108,544	\$ -	X
QLP2020	2020 Preston Park Planning	\$ 5,803	\$ 6,634	\$ 6,634	\$ -	X
APF2021	2021 Fire Station 3 Reroof & Cleanup	\$ 3,981	\$ 3,981	\$ 3,981	\$ -	X
HSF2101	2101 Stockade Demolition	\$ 81,317	\$ 81,685	\$ 81,685	\$ -	X
HSF2102	2102 Blight Removal	\$ 460,000	\$ 328,537	\$ 328,537	\$ -	X
HSR2106	2106 Traffic Signal ADA	\$ 90,000	\$ 15,399	\$ 15,399	\$ -	X
	2109 Cardoza Neighborhood Storm Drain	\$ 12,000	\$ 1,574	\$ 1,574	\$ -	X
	2112 Windy Hill Park Playground	\$ 110,000	\$ 19,771	\$ 19,771	\$ -	X
QLP2113	2113 Preston Park Upgrade	\$ 131,000	\$ 60,098	\$ 131,000	\$ 70,902	
	2115 Imjin Parkway & California Intersection	\$ 145,800	\$ -	\$ -	\$ -	X
	2116 Reindollar Ave/California Avenue	\$ 120,000	\$ 184	\$ 184	\$ -	X
QLP2119	2119 Gloria Jean Tate Park Improvements	\$ 66,000	\$ 128,717	\$ 150,000	\$ 21,283	
QLP2122	2122 Locke Paddon Park & Pond	\$ 35,000	\$ 22,832	\$ 22,832	\$ -	X
	2126 Downtown Vitalization Implementation	\$ 180,000	\$ 28,410	\$ 180,000	\$ 151,590	
New Phase 9999	Contingency			\$ 150,000	\$ 150,000	
Proposed Deductive Change Order				\$ 589,710		
		\$ 2,900,141	\$ 1,455,263	\$ 2,900,141	\$ 855,169	
				CA #4 TOTAL	\$ (589,710)	

**CITY OF MARINA
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into on May 18 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Wallace Group, A California Corporation, a California 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 program management services for various projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP), hereinafter referred to as the "Project."
- B. Contractor represents 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 "A"** 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.

(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, including those of the City's consultants and contractors, 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 June 30, 2023, 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 _____, 2020. 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 Seven Hundred Three Thousand Six Hundred Ninety-Six (\$703,696.00). in accordance with the provisions of this Section and the Hourly Rates and Reimbursables Schedule 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 Kari Wagner, P.E., A.M., ASCE, Principal, 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: Ms. Kari Wagner (Project Manager)

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 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 and subject to the limitations 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 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, provided, however, in no event shall the cost to defend charged to a design professional exceed the design professional's proportionate percentage of fault. 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.

(f) The act of the City in furnishing inaccurate information or City's omission by failing to furnish material information in the possession of or subject to the control of the City to Contractor which act or omission is reasonably relied upon by Contractor shall be deemed "active" for purposes of this section 13.

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 contractor registration, 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

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

To Contractor: The Wallace Group, a California Corporation, Inc.

612 Clarion Court
San Luis Obispo, California 93406
Fax: (805) 544-4294

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.

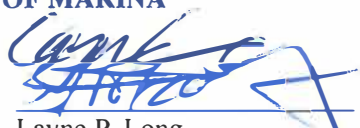
32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

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

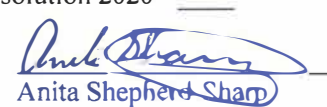
34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this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

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the dates set forth below.

CITY OF MARINA

By: 
 Name: Layne P. Long
 Its: City Manager
 Date: 5/11/20

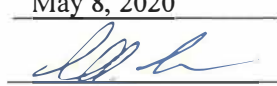
Attest:
 Per Resolution 2020 - 30

By: 
 Anita Shepherd Sharp
 Deputy City Clerk

CONTRACTOR

The Wallace Group, A California Corporation

By: 
 Name: Kari Wagner, PE C66026
 Its: Principal
 Date: May 8, 2020

By: 
 Name: Tom Zehnder, PE C72702
 Its: Principal
 Date: May 8, 2020

Approved as to form:

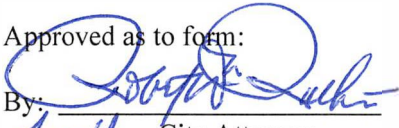
By: 
for the City Attorney

EXHIBIT A

SCOPE OF WORK FOR PROJECT MANAGEMENT

(Section 1.(a))

Include list of subcontractors to be utilized in Section 2 of Exhibit A.

- To be provided -

EXHIBIT B

HOURLY RATES and REIMBURSABLES SCHEDULE

(Section 3.(a.))

-To be provided-

EXHIBIT C – Insurance**(Section 14.(a))**

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. 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. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be

following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession is required, in a form and amount approved by the City Attorney and Risk Manager. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 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. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's

request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

u) City reserves the right to modify the insurance requirements set forth herein in accordance with the terms of any specific Service Order issued as provided by the Agreement.

March 31, 2020

Brian McMinn
Public Works Department
City of Marina
211 Hillcrest Avenue
Marina, California 93933

Subject: City of Marina Program Management Services

Dear Mr. McMinn:

Wallace Group appreciates the selection of our company to provide the City of Marina Program Management, Design, Construction Management and Inspection Services for the FY '19 - '20 and FY '20 - '21 Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP).

Based on March 14, 2020 meeting discussion, cost proposal for Design, Construction Management and Inspection will be submitted on a project by project basis, therefore are not included in this scope of work. Attached are Wallace Group's cost proposals (Exhibits 1 and 2) for the Program Management Services for your consideration.

The following provides an overview of our program management approach to implement the delivery of CIP and ACIP projects listed in Exhibits 1 and 2.

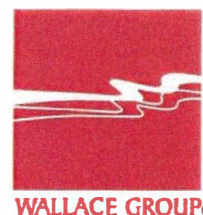
SCOPE OF SERVICES FOR PROGRAM MANAGEMENT

Wallace Group is able to provide the following program management services based on the various phases of a project, and on the specific needs of each project. Note, each project will be unique and may or may not require all items identified and additional tasks may be identified based on other project specifics. Wallace Group will work with the City to confirm the specific tasks for each project that are desired by the City prior to proceeding.

Wallace Group will open up a new phase for each project, and task for each of the five phases identified below to track budgets separately. Budgets will be based on a percentage of the construction contract to start, but may be required to be adjusted based on the complexity of the project as the project moves through the various phases. Wallace Group will alert the City on specific projects when the program management budget reaches 75% of the estimated task value.

Phase 1 - Program Management Set up and Pre-Bid phase:

- 1.1 Project document management set up.
- 1.2 Project review and evaluation, scope refinement, project prioritization and cost Control.
- 1.3 City kick-off and update meetings with the City.
- 1.4 RFQ / RFP writing. Projects identified by the City to be designed by current City on-call consultants, request for cost proposal will be issued.
- 1.5 Review design consultant and/or professional services cost proposals.
- 1.6 Prepare notice to proceed and coordinate with the City for administration and project accounting.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

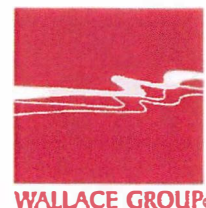
WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Phase 2 - Project Design Phase

- 2.1 Coordinate meeting with design consultants and /or professional services contractors.
- 2.2 Coordination and meetings with City and stakeholders.
- 2.3 Environmental review acquisition.
- 2.4 Permit preparation and acquisition.
- 2.5 Review design submittals at 30%, 60% and 90%.
- 2.6 Review 100% bidding documents and acquire City signatures and approval for Bidding.
- 2.7 Review and process consultant progress payments.

Phase 3 - Bidding Phase

- 3.1 Prepare bidder's list.
- 3.2 Upload bidding documents to the ebidboard and send bidding documents to Builders Exchange.
- 3.3 Conduct pre-bid meetings.
- 3.4 Coordinate with design consultant for RFI response.
- 3.5 Prepare and distribute Addendum.
- 3.6 Follow up phone calls to bidders.
- 3.7 Review and evaluate bids and notify the City.
- 3.8 Assist the City in evaluating bid protest.
- 3.9 Write staff report for award of construction contract.
- 3.10 Prepare notice to proceed/award and coordinate with the City for administration and project accounting.

Phase 4 - Construction Phase

- 4.1 Acquire cost proposal for Construction Management and Inspections (CM&I).
- 4.2 Review and evaluate CM&I proposal.
- 4.3 Prepare notice to proceed/award and coordinate with the City for administration and project accounting.
- 4.4 Attend pre-construction meeting.
- 4.5 Process contractor progress payments in coordination with CM.
- 4.6 Evaluate change orders in coordination with CM and make recommendations to the City.
- 4.7 Attend final inspection.
- 4.8 Coordinate ribbon cutting ceremony, if needed.

Phase 5- Close-out Phase

- 5.1 Prepare project record close out.
- 5.2 Prepare and file Notice of Completion.

Project tracking will be updated weekly and update meetings with the City is every two weeks or as required. Project tracking updates will include relevant project status, cost estimates update, schedule, permitting updates and construction updates. Assist City staff and attend City Council and Commission meetings as needed. WG will assist in providing documents for City website updates by the others.

PP20-6871
City of Marina
March 31, 2020
Page 3 of 4



Deliverables: Project by project basis, example of deliveries are follows.

- Preparation of agenda minutes from meetings
- Staff Reports
- Notice to Proceed or Notice of Award
- Final plans and specifications and record drawings, completed by others.
- Notice of completion

SCHEDULE

- Project tracking spreadsheet will include a target completion dates for design and construction.
- Detailed schedule for design for each project will be submitted.
- Construction timeline for each project will be submitted.

TO BE PROVIDED BY THE CLIENT

- Record Drawings.
- Library of City documents, design standards, specifications and other project related documents.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this proposal:

- Project Design (to be provided under separate contract, or by others)
- Environmental study and review
- Construction Management and Inspection (to be provided under separate contract, or by others)

PROJECT FEES:

Wallace Group will perform the Program Management services for the City of Marina FY '19 - '20 and FY '20 - '21 Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP) of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$592,853 and \$110,843 for the City of Marina CIP and ACIP, respectively, without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

PP20-6871
City of Marina
March 31, 2020
Page 4 of 4



TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we will perform the work in accordance with mutually agreed terms based on the December 2019 provided sample contract. If this proposal meets with your approval, please let us know, and we will facilitate conforming the provided sample contract to the project. Please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Elvie Camacho.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us
Attachments
kc: PP20-6871, 2019, std
Exhibits 1 & 2
Exhibit A

Signature

Printed Name

Title

Date

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
CIP and ACIP projects to be Consultant Managed

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

Wallace Group, Inc. Program Management Total

\$592,853

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

Wallace Group, Inc. Program Management Total

\$110,843

Exhibit B - Rate Schedule

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Prevailing Wage*

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

Surveying Services:

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

Planning Services:

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

Landscape Architecture Services:

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

Construction Management / Field Inspection Services:

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

Public Works Administration Services:

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

Support Services:

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

Additional Professional Services:

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

Direct Expenses:

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

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

Invoicing and Interest Charges:

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

Right to Revisions:

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

***Prevailing Wage:**

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

**AMENDMENT No. 1 TO AGREEMENT
BETWEEN CITY OF MARINA
AND WALLACE GROUP FOR
PROGRAM MANAGEMENT SERVICES**

THIS FIRST AMENDMENT ("Amendment No. 1") to the Agreement for Program Management Services pertaining to City projects and to provide on-call support services for the City on an as-needed basis as determined by the City Engineer is made this June 15, 2021 2021, by and between the City of Marina, a California charter city ("CITY") and Wallace Group Inc., a California Corporation ("CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein collectively as the "Parties."

Recitals

- A. On May 18, 2020, CITY and CONTRACTOR entered into the Agreement for Program Management Services (the "Agreement") to provide program management services pertaining to various City projects, including, but not necessarily limited to, the Capital Improvement Program and the Airport Capital Improvement Program, for the City. The term of the Agreement ends on June 30, 2023, and compensation to the CONTRACTOR under the Agreement was provided on a time and materials basis not to exceed \$703,696.
- B. The Agreement provides it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to increase the total annual compensation limit to provide additional compensation for program management services related to hazardous material abatement and removal of blighted buildings.
- C. Only the numbered Articles of the Agreement which are being amended are set forth in this Amendment No. 1.

Terms & Conditions Amended

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

- 1. Article 1 "Scope of Work" Section (a) is deleted and replaced to read in its entirety:

"(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibit "A"** and **Exhibit "A-1"** attached hereto ("Scope of Work") and by this reference made a part hereof. The Contractor shall be available to perform services under this Agreement as needed during the term of the Agreement. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion."

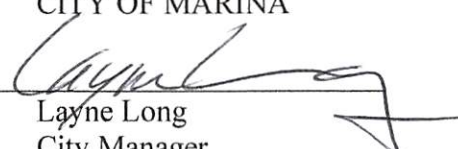
2. Article 3 "Compensation" Section (a) is deleted and replaced to read in its entirety:

"(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor on a time and materials basis in an amount not to exceed One Million Three Hundred Thirteen Thousand Two Hundred and Forty-Six Dollars (\$1,313,246.00). in accordance with the provisions of this Section and the attached hereto as **Exhibit B** and incorporated herein by this reference."

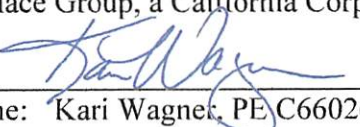
All other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment No. 1 may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterpart may be delivered by facsimile, electronic mail (including pdf. or any electronic signature complying with the U.S. ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code 1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes. This Amendment No. 1 consists of two (2) pages.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement for CONTRACTOR to provide program management services pertaining to City projects and development, including hazardous material abatement and blighted building removal, and to continue to provide support services for the CITY on an as-needed basis as determined by the City Engineer on the date(s) and year written below.

CITY OF MARINA
By: 
Layne Long
City Manager

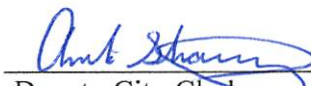
Date: JUNE 15, 2021

Wallace Group, a California Corporation
By: 
Name: Kari Wagner, PE C66026
Its: Principal

Date: May 10, 2021

(Attestation & Approval follow)

ATTEST:

By: 
Deputy City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

CONTRACT AMENDMENT

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

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

Description and Purpose of the Revision(s)

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

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

Below is the cost breakdown for this amendment:

PHASE 1:

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

PHASE 2:

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

PHASE 3:

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

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

Revision(s) Represent:

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

Revision(s) Fee:

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

Revision(s) will be invoiced as:

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

Issued by,

WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

Kari E. Wagner, PE C66026
 Principal

612 Clarion Court

San Luis Obispo

California 93401

T 805 544-4011

F 805 544-4294

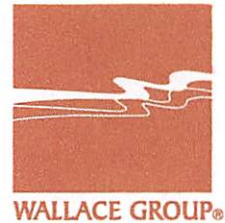
www.wallacegroup.us

Signature

Printed Name

Title

Date



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

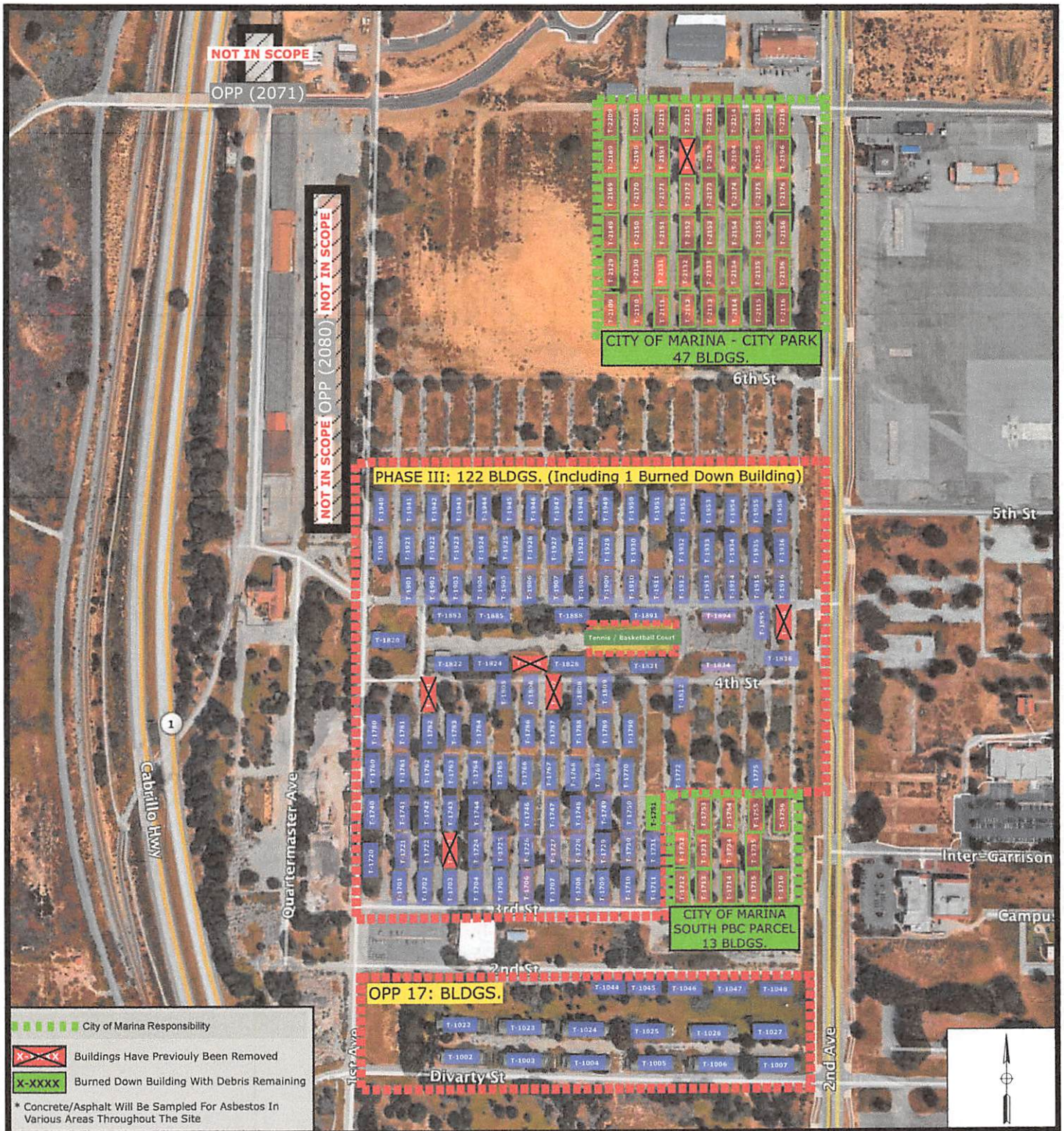
WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



DATE PREPARED:

3/8/21

SOURCE:

Google Earth

REVISION:

DRAWN BY:

PKM

PROJECT NO:

1585-001-00 and 1585-003

SCALE:

NTS

City of Marina
Building (Blight) Removal



DATE PREPARED:

3/8/21

SOURCE:

Google Earth

REVISION:

DRAWN BY:

PKM

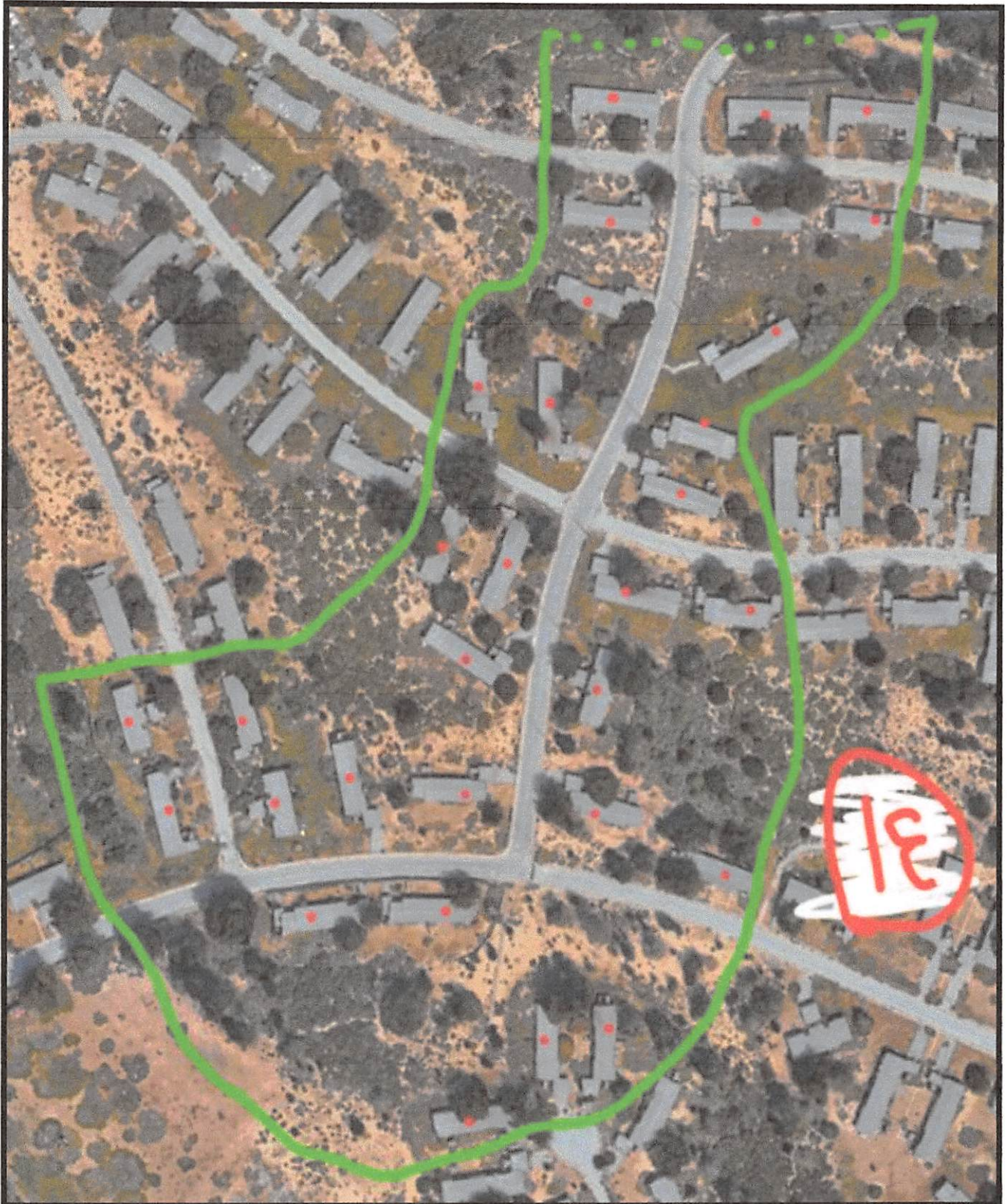
PROJECT NO:

1585-001-00 and 1585-003

SCALE:

NTS

City of Marina
Building (Blight) Removal



DATE PREPARED:

3/23/21

SOURCE:

Google Earth

REVISION:

DRAWN BY:

PKM

PROJECT NO:

1585-001-00 and 1585-003

SCALE:

NTS

City of Marina
Building (Blight) Removal
Duplex Buildings (31)
Cypress Knoll

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

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement for Program Management Services pertaining to City projects and to provide on-call services for the City on an as-needed basis as determined by the City Engineer is made this March 22, 2022, by and between the City of Marina, a California charter city ("CITY") and Wallace Group, a California Corporation ("CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein collectively as the "Parties."

Recitals

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

Terms & Conditions Amended

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

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

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

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

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

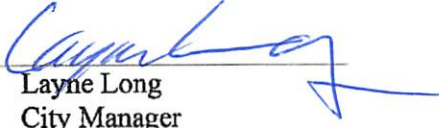
All other terms and conditions of the Agreement shall remain in full force and effect.

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

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

CITY OF MARINA

Wallace Group, a California Corporation

By: 

By: 

Layne Long
City Manager

Name: Kari Wagner, PE C66026
Its: Principal

Date: March 22, 2022

Date: March 21, 2022

(Attestation & Approval follow)

ATTEST:

By: 

Deputy City Clerk

APPROVED AS TO FORM:

By: 
City Attorney ~~COUNSEL~~
FOR THE CITY

Exhibit A
CIP and ACIP projects to be Consultant Managed

Project Name	Proj Code (Finance)	Program Amount (\$)
CIP		
1 Annual Street Resurfacing	APR1801	\$6,320,000
2 Community Center Playground Seating and Amenities	HSP1803	\$15,000
3 Vince DiMaggio Building Rain Gutter Replacement	APF 2003	\$25,000
4 California Avenue Pedestrian Crossing Installation	HSR 2005	\$75,000
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15 Preston Park Planning	QLP 2020	\$50,000
16 Stockade Demolition	TBD	\$2,050,000
CIP Totals		
\$13,230,000		
Wallace Group, Inc. Program Management Total		
\$592,853		
ACIP		
1 Airport Building 504 Improvements	461	\$345,000
2 Airport Fuel Farm - Fuel Tank Replacement	HSR / HSA1804	\$300,000
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8 Airport Gateway Sign	2103	\$35,000
9 Airport Storm Drain Mitigation	403	\$74,701
ACIP Totals		
\$1,484,701		
Wallace Group, Inc. Program Management Total		
\$110,843		

Exhibit B - Rate Schedule

Exhibit A
Standard Billing Rates

Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 90	
Designer/Technician I - IV	\$ 95 - \$125	
Senior Designer I - III	\$138 - \$148	
GIS Technical Specialist	\$135	
Senior GIS Technical Specialist	\$145	
Associate Engineer I - III	\$ 115 - \$135	
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Principal Engineer/Consulting Engineer	\$215	
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Surveying Services:

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Planning Services:

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Landscape Architecture Services:

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Designer I - IV	\$110 - \$128	
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Senior Landscape Architect I - III	\$147 - \$161	
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Assistant Resident Engineer I - II	\$140 - \$145	
Resident Engineer I - III	\$150 - \$160	
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Public Works Administration Services:

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

Support Services:

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

Additional Professional Services:

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

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- travel expenses
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- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

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

Right to Revisions:

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

***Prevailing Wage:**

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

"Exhibit A-1"

CONTRACT AMENDMENT

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

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

Description and Purpose of the Revision(s)

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

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

Below is the cost breakdown for this amendment:

PHASE 1:

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

PHASE 2:

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

PHASE 3:

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

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

Revision(s) Represent:

- () a change in previous instructions
 () a change in Scope of Services

(x) other: Additional Work and Additional Funding () not-to-exceed w/o authorization: \$

Revision(s) Fee:

- (x) hourly (time & materials) \$609,550.00
 () progress billing: \$

Revision(s) will be invoiced as:

- () increase to an item within the existing contract
 (x) a new item added to existing contract

Issued by,

WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

Kari E. Wagner, PE C66026
 Principal

612 Clarion Court
 San Luis Obispo
 California 93401
 T 805 544-4011
 F 805 544-4294

www.wallacegroup.us

Signature

Printed Name

Title

Date



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
a California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

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"EXHIBIT A-2-00"

CONTRACT AMENDMENT

CIVIL AND
TRANSPORTATION
ENGINEERINGCONSTRUCTION
MANAGEMENTLANDSCAPE
ARCHITECTUREMECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

Project Name: CIP Program Management Services	CA No. 2
Client Name: City of Marina	Project/Phase No. 1585-0001-00
Attention: Brian McMin	Date: March 17, 2022
Address: 211 Hillcrest Avenue, Marina, California, 93933	

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

Description and Purpose of the Revision(s)

Program Management Services for CIP FY2021-2023 projects, See Attachment 1, list of projects in the amount of \$1,098,000.

Revision(s) Represent:

- () a change in previous instructions
 (x) a change in Scope of Services
 (x) other: Additional work and funding

Revision(s) Fee:

- (x) hourly (time & materials) \$1,098,000.00
 () progress billing: \$
 () not-to-exceed w/o authorization: \$

Revision(s) will be invoiced as:

- (x) increase to an item within the existing contract
 (x) a new item added to existing contract

Issued by,
WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

Kari E. Wagner, PE C66026
 Principal

612 Clarion Court
 San Luis Obispo
 California 93401
 T 805 544-4011
 F 805 544-4294
 www.wallacegroup.us

Signature

Printed Name

Title

Date

WALLACE GROUP
 A California Corporation

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 SAN LUIS OBISPO
 CALIFORNIA 93401

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Attachment 1
1585-0001-00

No.	Project Name	Proj Code (Finance)	Program Amount FY2019-2021	Program Amount FY2021-2023	Approved WG PMS Amount	PROPOSED PMS AMENDMENT CIP FY 2021-2023
1	Annual Street Resurfacing	APR1801	\$6,320,000.00	\$6,980,000.00	\$100,067.00	\$25,000.00
2	California Avenue Pedestrian Crossing Installation	HSR 2005	\$75,000	\$370,000	\$7,125.00	\$25,900.00
3	Glorya Jean Tate Park Pump Track and Restroom Improvements	QLP 2006	\$477,952	\$1,100,000	\$25,861.00	\$44,000.00
4	Salinas Avenue Widening(*)	EDR 1904	\$50,000	\$3,250,000	\$36,206.00	\$227,500.00
5	Sea Haven Community Park (*)	QLP 2016	\$750,000	\$400,000	\$1,056.00	\$40,000.00
6	Preston Park Upgrade	QLP 2113		\$1,500,000		\$90,000.00
7	Sports Center Rehabilitation	QLF2004	\$185,000	\$3,500,000		\$221,100.00
8	City of Marina Entry sign and Landscaping	EDP1809		\$250,000		\$25,000.00
9	Pool Rehabilitation	QLF 1902		\$7,045,000		\$40,000.00
10	City Council Chambers ADA and Media Broadcast Improvements	QLF 2002	\$425,000	\$60,000		\$48,500.00
11	Dunes Park Development	QLP 2017	\$500,000	\$9,400,000		\$200,000.00
12	Traffic signal ADA Upgrade	HSR2106		\$100,000		\$10,000.00
13	Glorya Jean Tate Park Improvements	QLP2119		\$660,000		\$66,000.00
14	Locke Paddon Park Maintenance & Pond Management	EDP1809		\$350,000		\$35,000.00
CIP Program Amount Total			\$8,782,952	\$34,965,000	\$170,315	\$1,098,000

CONTRACT AMENDMENT

Project Name: Airport CIP Project Management	CA No. 2
Client Name: City of Marina	Project/Phase No. 1585-0001-01
Attention: Brian McMinn	Date: March 18, 2022
Address: 211 Hillcrest Avenue, Marina, California, 93933	

CIVIL AND
TRANSPORTATION
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PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

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

Description and Purpose of the Revision(s)

Amend for additional funding for Program Management Services for Airport CIP FY2019-2021 projects, See Attachment 2, list of projects in the amount of \$26,189.97

Program Management Services for Airport CIP FY2021-2023 projects, See Attachment 2, list of projects in the amount of \$164,358.07 for a total amount of \$190,548.04

Revision(s) Represent:

() a change in previous instructions

() a change in Scope of Services

(x) other: Additional funding for PMS for FY2019-2021.

Revision(s) Fee:

(x) hourly (time & materials) \$190,548.04

() progress billing: \$

() not-to-exceed w/o authorization: \$

Revision(s) will be invoiced as:

() increase to an item within the existing contract

(x) a new item added to existing contract FY2021-2023

Issued by,

WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

Kari E. Wagner, PE C66026

Principal

612 Clarion Court

San Luis Obispo

California 93401

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www.wallacegroup.us

Signature

Printed Name

Title

Date

WALLACE GROUP
A California Corporation612 CLARION CT
SAN LUIS OBISPO
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Note * this amount is inadvertently omitted on the Total Amount. Should additional funding to manage the project, a request for additional funding will be submitted

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

THIS THIRD AMENDMENT ("Third Amendment") to the Agreement for Program Management Services pertaining to City projects and to provide on-call services for the City on an as-needed basis as determined by the City Engineer is made this 9th day of February 2024, by and between the City of Marina, a California charter city ("CITY") and Wallace Group, a California Corporation ("CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein collectively as the "Parties."

Recitals

- A. On May 18, 2020, CITY and CONTRACTOR entered into the Agreement for Program Management Services (the "Agreement") to provide program management services pertaining to various City projects including, but not necessarily limited to, the Capital Improvement Program and the Airport Capital Improvement Program, for the City. The term of the Agreement ends on June 30, 2023, and compensation to the CONTRACTOR under the Agreement was provided on a time and materials basis not to exceed \$703,696.
- B. On June 15, 2021 the First Amendment was issued to provide further Program Management Services related to hazardous material abatement and removal of blighted buildings. In the First Amendment, the Section (a) of the Article 1 "Scope of Work" and the Section (a) of the Article 3 "Compensation" from the Agreement were deleted and replaced to increase the compensation cap to \$1,313,246.
- C. On March 22, 2022 the Second Amendment was issued to provide further Program Management Services for management of projects approved in the fiscal year 2021-2023 Capital Improvement and Airport Capital Improvement budgets. In the Second Amendment, the Section (a) of the Article 1 "Scope of Work" and the Section (a) of the Article 3 "Compensation" from the Agreement were deleted and replaced to increase the compensation cap to \$2,601,794.
- D. Parties now desire to further amend the Agreement through a Third Amendment to: (1) to provide further Program Management Services for management of projects approved in the fiscal year 2023-2025 Capital Improvement and Airport Capital Improvement budgets; (2) ratify performance from July 1, 2023 to the date of the execution of the amendment; (3) extend the term of the Agreement from July 1, 2023, through June 30, 2025; (4) replace Section (a) of the Article 1 "Scope of Work" and the Section (a) of the Article 3 "Compensation" of the Agreement to increase the compensation cap to \$3,201,532; and (5) otherwise, to continue the Agreement, as amended.
- E. The Agreement provides that it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to increase the total

annual compensation cap to provide additional compensation for program management and inspection services related to multiple projects under Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP), described in “Exhibit A-3.”

- F. Only the numbered Articles of the Agreement which are being amended are set forth in this Third Amendment.

Terms & Conditions Amended

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

1. Article 1 “Scope of Work” Section (a) is deleted and replaced to read in its entirety:

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in “Exhibit A”, “Exhibit A-1”, “Exhibit A-2”, and “Exhibit A-3” attached hereto (“Scope of Work”) and by this reference made a part hereof. The Contractor shall be available to perform services under this Agreement as needed during the term of the Agreement. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Works at its sole direction.

2. Article 2 - Term of Agreement

The Term of Agreement is amended to extend its term through June 30, 2025.

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

(a) “City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement, City shall compensate Contractor on a time and materials basis in an amount not to exceed **Three Million Two Hundred And One Thousand Five Hundred And Thirty-Two Dollars (\$3,201,532)** in accordance with the provisions of this Section and the attached hereto as “Exhibit B” and incorporated herein by this reference.”

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

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

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

CITY OF MARINA

Wallace Group, a California Corporation

By: _____

Layne Long
City Manager

By: _____

Name: Kari Wagner, PE C66026
Its: Principal

Date: _____

2024

Date: February 8, 2024

(Attestation & Approval follow)

Council Authorization (date): February 6, 2024
Resolution No. 2024-10

ATTEST:

By: _____

Deputy

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

Exhibit A
CIP and ACIP projects to be Consultant Managed

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

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

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

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

"Exhibit A-1"

CONTRACT AMENDMENT

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

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

Description and Purpose of the Revision(s)

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

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

Below is the cost breakdown for this amendment:

PHASE 1:

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

PHASE 2:

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

PHASE 3:

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

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

Revision(s) Represent:

() a change in previous instructions

() a change in Scope of Services

(x) other: Additional Work and Additional Funding () not-to-exceed w/o authorization: \$

Revision(s) Fee:

(x) hourly (time & materials) \$609,550.00

() progress billing: \$

Revision(s) will be invoiced as:

() increase to an item within the existing contract

(x) a new item added to existing contract

Issued by,

WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

Kari E. Wagner, PE C66026

Principal

612 Clarion Court

San Luis Obispo

California 93401

T 805 544-4011

F 805 544-4294

www.wallacegroup.us

Signature

Printed Name

Title

Date



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

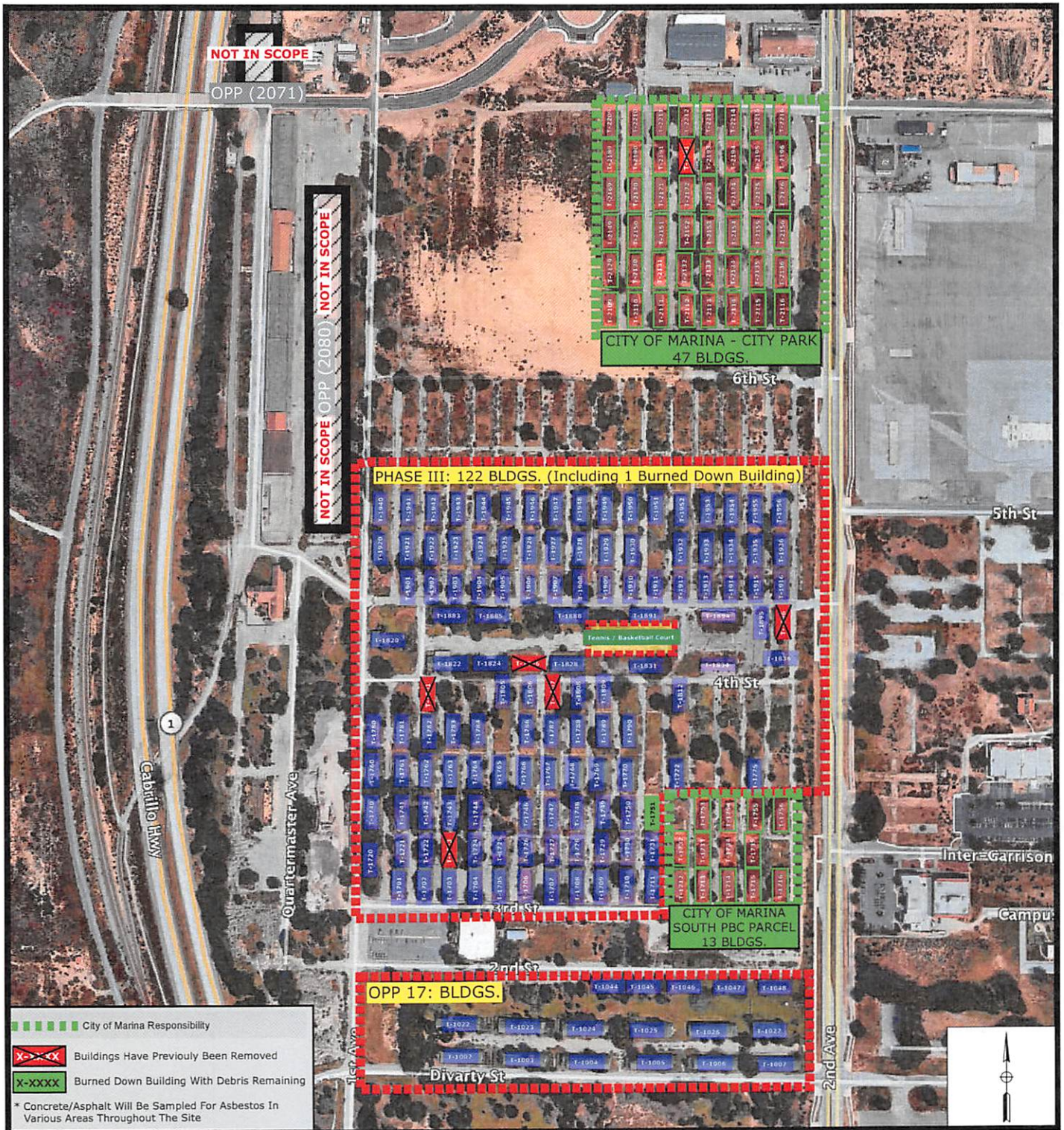
WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

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ATTACHMENT A



DATE PREPARED:
3/8/21

REVISION:

PROJECT NO:
1585-001-00 and 1585-003

SOURCE:

Google Earth

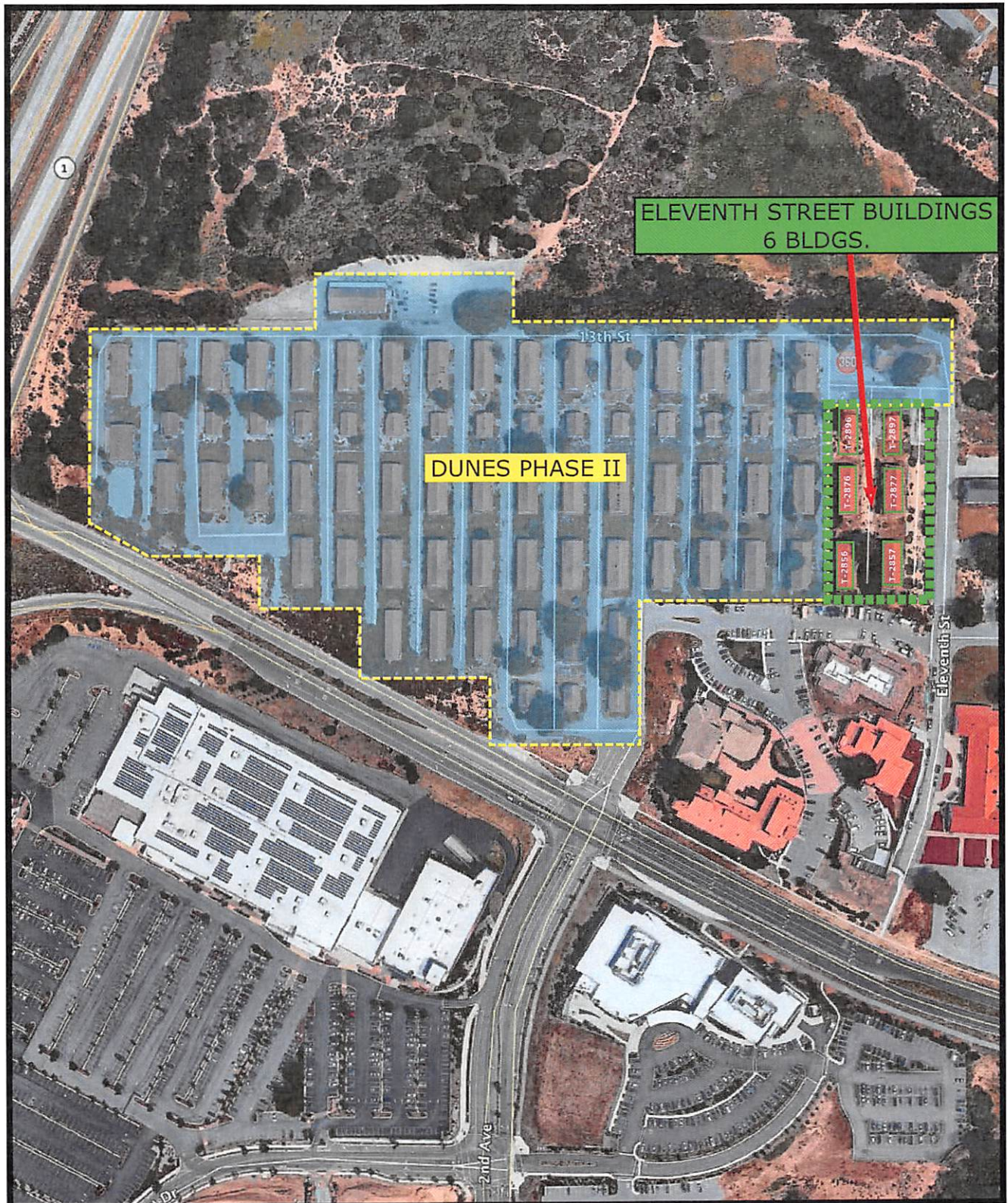
DRAWN BY:

PKM

SCALE:

NTS

City of Marina
Building (Blight) Removal



DATE PREPARED:
3/8/21

REVISION:

PROJECT NO:
1585-001-00 and 1585-003

SOURCE:

Google Earth

DRAWN BY:
PKM

SCALE:
NTS

City of Marina
Building (Blight) Removal



DATE PREPARED:
3/23/21

REVISION:

PROJECT NO:
1585-001-00 and 1585-003

SOURCE:

Google Earth

DRAWN BY:
PKM

SCALE:
NTS

City of Marina
Building (Blight) Removal
Duplex Buildings (31)
Cypress Knoll

"Exhibit A-2"

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

"Exhibit A-2"

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

CONTRACT AMENDMENT



CIVIL AND
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CONSTRUCTION
MANAGEMENT

LANDSCAPE
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MECHANICAL
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PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

Project Name: CIP Program Management Services	CA No. 3
Client Name: City of Marina	Project/Phase No. 1585-0001-00
Attention: Brian McMin	Date: January 4, 2024
Address: 211 Hillcrest Avenue, Marina, California, 93933	

For your information and use, Attachment 2 is the status report of all projects included in the project management services contract with Wallace Group.

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

Description and Purpose of the Revision(s)

This amendment No. 3 is for following changes:

1. For additional and reduction of funding for previously funded projects. See Attachment 1 for cost adjustments and justifications.
2. For inclusion of additional seven new projects (Blight Removal, 18 bldgs., Del Monte Blvd. Median Landscape Demonstration, Downtown Vitalization Implementation, Cardoza Neighborhood Storm Drain Assessment, Windy Hill Park Playground Upgrade, Imjin Parkway & California Avenue Intersection Improvements and Reindollar Avenue & California Avenue Improvements.) See Attachment 1 for fee proposal.

Revision(s) Represent:

- ☐ a change in previous instructions
☒ a change in Scope of Services
☐ other: Additional work and funding

Revision(s) Fee:

- ☒ hourly (time & materials) \$599,738.00
☐ progress billing: \$
☐ not-to-exceed w/o authorization: \$

Revision(s) will be invoiced as:

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

Issued by,
WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

Kari E. Wagner, PE C66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
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Signature

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Attachment 1

CITY OF MARINA CIP PROJECT PROGRAM MANAGEMENT SERVICES AMENDMENT NO. 3										
No.	Project Name	Proj Code (Finance)	Program Amount Prior Years	Program Amount FY2023-2025	Approved WG PMS Amount FY 2019-2021 (Original Contract) (C)	Approved PMS AMENDMENT 1 CIP FY 2019-2021 (C)	Approved PMS AMENDMENT 2 CIP FY 2021-2023 (C)	Proposed PMS AMENDMENT 3 CIP PREVIOUS FISCAL YEARS (A)	Proposed PMS AMENDMENT 3 CIP FY 2023-2025 (B)	NOTES
1	Annual Street Resurfacing	APR1801	\$6,980,000.00		\$100,061.00		\$25,000.00	\$105,491.00		1
2	City Hall and Annex Permit Center Reconfiguration	EDF 1810			\$41,800.00			(\$41,325.50)		
3	California Avenue Pedestrian Crossing Installation	HSR 2005	\$445,000		\$7,125.00		\$25,900.00	\$717.00		2
4	Glorya Jean Tate Park Pump Track and Restroom Improvements	QLP 2006	\$1,577,952		\$25,861.00		\$44,000.00	\$28,344.00		3
5	Dunes Barracks Stabilization	QLP 2007	\$330,000		\$34,833.00			(\$15,208.00)		
6	Fire Station 3 Reroof and Cleanup	APF 2021	\$550,000		\$25,861.00			(\$21,890.00)		
7	Salinas Avenue Widening(*)	EDR 1904	\$50,000	\$500,000	\$36,206.00		\$227,500.00			4
8	Traffic Signal Maintenance (*)	HSR 2012	\$200,000	\$120,000	\$14,778.00			\$17,222.00		5
9	Streetlight Replacement	HSR 2011	\$250,000	\$200,000	\$9,236.00			\$22,264.00		6
10	Preston Park Planning (*)	QLP 2020	\$50,000		\$50,000.00			(\$44,197.00)		
11	Preston Park Upgrade	QLP 2113	\$1,050,000	\$5,500,000			\$90,000.00	\$41,000.00		7
12	Blight Removal Project 2023 (City Park and Cypress Knolls)	HSF2101	\$4,100,000			\$609,550		(\$149,550.00)		10
13	Barracks Blight Removal (18 Bldg)	HSF2101	\$1,700,000							9,10
14	Stockade Demolition(**)	EDF2102	\$2,050,000		\$28,328.00			\$52,994.00		8
15	City Council Chambers ADA and Media Broadcast Improvements	QLF 2002	\$485,000				\$48,500.00	(\$42,433.32)		
16	Traffic signal ADA Upgrade	HSR2106	\$150,000	\$850,000			\$10,000.00	\$80,000.00		
17	Del Monte Boulevard Median Landscape Demonstration	QLP1901	\$25,000						\$2,500.00	9
18	Downtown Vitalization Implementation	EDC2126	\$1,300,000	\$500,000					\$180,000.00	9
19	Cardoza Neighborhood Storm Drain Assessment	*APR2109	\$120,000						\$12,000.00	9
20	Windy Hill Park Playground Upgrade	QLP2112	\$750,000	\$350,000					\$110,000.00	9
21	Irwin Parkway & California Ave Intersecto Improvements EDR 2115	EDR 2115	\$1,300,000	\$500,000					\$145,800.00	9
22	Reindollar Avenue & California Avenue Intersection Improvements	EDR2116		\$1,200,000					\$120,000.00	9
Sub total								\$29,438.18	\$570,300.00	
TOTAL Amendment No. 3									\$599,738	

NOTES:

WG Contract (CIP only) Includes: Original contract: \$592,853 , Amendment 1: \$609,550 and Amendment 2: \$1,098,000

A- This amendment is for additional scope of work and associated compensation of prior year approved projects

B- This amendment is for additional new projects

C- Only projects affected by the proposed Amendment No. 3 are shown on the list

1- This amendment is for additional scope of work and associated compensation. Additional work directed by the City included development of PS&E for slurry sealing, construction management and bidding and management of the Municipal Improvements OnCall Contracts

2- This amendment is for additional scope of work and associated compensation. The additional work is for coordination and procurement of arts for the controller cabinet.

3- This amendment is for additional scope of work and associated compensation. Additional compensation is due to grant application and longer construction due to delays (weather and additional work)

4- No additional compensation, reflects revised scope of work

5- This amendment is for additional scope of work and associated compensation. Additional funding FY2023-2025. The additional work includes preparation of bidding documents for an On Call Traffic Maintenance contractor.

6- This amendment is for additional scope of work and associated compensation. Additional funding FY2023-2025. The additional work includes construction management for the installation of poles and street lights assembly.

7- This amendment is for additional scope of work and associated compensation Additional funding FY2023-2025. The additional work includes project management during bidding, construction and close out phases.

8- This amendment is for additional scope of work and associated compensation. Additional work directed by the City included revision to the bidding documents, and construction management.

9- This amendment is for additional new projects and associated compensation. Funde FY 2023-2025

10- Cost for project management and preparation of bidding documents for the remaining 18 buildings is included on the original project HSF2101.



Standard Billing Rates

Engineering, Design & Support Services:

Assistant Designer/Technician	\$120
Designer/Technician I - IV	\$125/\$135/\$145/\$155
Senior Designer/Technician I - III	\$165/\$172/\$179
GIS Technical Specialist	\$160
Senior GIS Technical Specialist	\$170
Associate Engineer I - III	\$135/\$145/\$155
Engineer I - IV	\$170/\$175/\$180/\$185
Senior Engineer I - III	\$200/\$205/\$210
Director	\$220
Principal Engineer/Consulting Engineer	\$245
Principal	\$270

Surveying Services:

Party Chief	\$182
Party Chief (*Prevailing Wage)	\$250
Instrument Person	\$125
Instrument Person (*Prevailing Wage)	\$150
Associate Survey Technician	\$120
Survey Technician I - IV	\$135/\$140/\$150/\$155
Land Surveyor I - III	\$160/\$170/\$180
Senior Land Surveyor I - III	\$185/\$190/\$195
Director	\$220
Principal Surveyor	\$245
Principal	\$270

Planning Services:

Associate Planner I - II	\$110/\$120
Planner I - IV	\$140/\$150/\$160/\$170
Senior Planner I - III	\$175/\$180/\$185
Director	\$200
Principal Planner	\$210
Principal	\$270

Landscape Architecture Services:

Associate Landscape Designer I - II	\$105/\$115
Designer I - IV	\$120/\$125/\$130/\$135
Landscape Architect I - IV	\$140/\$145/\$150/\$155
Senior Landscape Architect I - III	\$160/\$165/\$170
Director	\$185
Principal Landscape Architect	\$210
Principal	\$270

Construction Management / Field Inspection Services:

Construction Inspector I - II.....	\$140/\$155
Senior Construction Inspector.....	\$160
Construction Inspector (*Prevailing Wage)	\$180
Construction Office Tech I-III.....	\$115/\$125/\$135
Assistant Resident Engineer I - II.....	\$165/\$170
Resident Engineer I - III	\$175/\$180/\$185
Senior Resident Engineer	\$195
Director	\$220
Principal Construction Manager.....	\$245
Principal.....	\$270

Public Works Administration Services:

Project Analyst I - IV	\$120/\$130/\$140/\$150
Senior Project Analyst I - III	\$155/\$160/\$165
Senior Environmental Compliance Specialist I - III	\$170/\$175/\$185

Support Services:

Office Assistant	\$110
Project Assistant I - III.....	\$120/\$125/\$135

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added.

Sample direct expenses include, but are not limited to the following:

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

Invoicing and Interest Charges:

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

May 1, 2025

Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 6, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO
WALLACE GROUP OF SAN LUIS OBISPO, CA FOR PROGRAM
MANAGEMENT SERVICES FOR VARIOUS PROJECTS IN THE
CAPITAL IMPROVEMENT PROGRAM (CIP) AND AIRPORT CAPITAL
IMPROVEMENT PROGRAM (ACIP); AND AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO EXECUTE CONTRACT DOCUMENTS
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO
MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025-, authorizing a professional services agreement with Wallace Group of San Luis Obispo, CA for program management services beginning July 1, 2025, in an amount not to exceed \$855,169.00 for various projects in the Capital Improvement Program (CIP) and the Airport Capital Improvement Program (ACIP).
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The City of Marina has maintained a successful partnership with Wallace Group since May 18, 2020, when the initial 3-year contract was executed. This contract has been extended twice, resulting in a total duration of 5 years, with the current extension set to expire on June 30, 2025. Throughout this period, Wallace Group has played a pivotal role in managing and executing numerous capital improvement projects within the city.

Notable projects completed under this partnership include:

- Gloria Jean Tate Improvements Phase 1
- Two large blight removal projects
- Preston Park Improvements Phase 1

Wallace Group is currently engaged in multiple ongoing projects, including Preston Park Phase 2 Improvements, Gloria Jean Tate Phase 2 Improvements, City Park at the Dunes, and the Sportsplex & Aquatics Center Project. Continued collaboration with Wallace Group is essential to ensure the successful completion of Marina's Capital Improvements Programs.

ANALYSIS:

The remaining projects outlined in the Scope of Work for the current agreement with Wallace Group are estimated at a budget of \$1,444,879. In an effort to reduce costs, Public Works staff have been actively working to bring many of these projects in-house. This proactive approach not only promotes efficiency but also represents a significant opportunity for financial savings for the City.

The proposed extension of the agreement will extend the contract term to June 30, 2026, while implementing a total contract deduction of \$589,710. This reduction reflects the ongoing efforts to scale back the scope of services provided by Wallace Group, facilitating an even further minimization of expenses to the City.

FISCAL IMPACT:

The financial implications of extending the partnership with Wallace Group include the proposed deduction of \$589,710 from the total contract value, resulting in a revised project budget of \$855,169 for the remaining work. This strategic adjustment will positively impact the City's financial resources, allowing for the effective allocation of funds to other priority areas and projects.

In summary, the extension of the professional services agreement with Wallace Group is not only aligned with the City's commitment to enhancing infrastructure and public spaces but is also structured to achieve cost-effectiveness and project efficiency. By continuing to work with Wallace Group, the City of Marina ensures the successful advancement of critical projects while maintaining fiscal responsibility.

EXHIBITS:

Exhibit A – Professional Services Agreement with Wallace Group.

Exhibit B – Wallace Group Proposal for Program Management Services

Exhibit C – Original and Subsequent Agreements with Wallace Group for Program Management Services

Respectfully submitted,

Ismael Hernandez
Public Works Director
City of Marina

Layne Long
City Manager
City of Marina