

RESOLUTION NO. 2025-95

A RESOLUTION OF THE CITY COUNCIL OF MARINA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO WALLACE GROUP OF SAN LUIS OBISPO, CA FOR CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE SERVICES FOR DESIGN OF PHASE 2 OF THE CITY PARK AT THE DUNES; 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

WHEREAS, the City of Marina has prioritized the development of the City Park at the Dunes to provide a comprehensive recreational space for its residents; and

WHEREAS, the City Council previously approved a Capital Improvement Project (CIP) (QLP 2017) with a budget of \$22,600,000 for all phases of construction related to the City Park at the Dunes; and

WHEREAS, the City initially engaged Wallace Group of San Luis Obispo, CA, for engineering and land surveying services for Phase 1 on May 6, 2025, and found their performance to be exceptional; and

WHEREAS, Wallace Group has demonstrated the expertise and familiarity with the project scope necessary to successfully complete Phase 2 design work; and

WHEREAS, the continued engagement of Wallace Group for Phase 2 will ensure project continuity, quality, and efficiency;

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

1. Authorize a professional services agreement with Wallace Group of San Luis Obispo, CA for civil engineering and landscape architecture services, in an amount not to exceed \$250,407.00 for the design of Phase 2 of the City Park at the Dunes.
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 August 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 CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE
SERVICES**

THIS AGREEMENT is made and entered into on August 6, 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 "Consultant." City and Consultant are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

A. City desires to retain Consultant to:

Provide civil engineering and landscape architecture services for Phase 2 of the City Park at the Dunes Project, hereinafter referred to as the "Project."

B. Consultant represents that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.

C. City desires to retain Consultant 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 Consultant agree to the following terms and conditions:

1. Scope of Work.

(a) Consultant 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 Consultant, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Consultant shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Consultant shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Consultant in writing within sixty days of discovery. Should Consultant fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Consultant 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) Consultant 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 Consultant and will furnish all information data, records and reports existing and available to City to enable Consultant to carry out work outlined in Exhibit "A." Consultant 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 Consultant which were furnished to the City by a third party. Consultant shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Consultant 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 August 6, 2025 and shall expire on June 30, 2027, 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 Consultant by the person or persons authorized to bind the Consultant 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) Consultant shall commence work on the Project on or by August 7, 2025. This Agreement may be extended upon written agreement of both parties. Consultant 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 Consultant 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 Consultant in an amount not to exceed Two Hundred Fifty Thousand Four Hundred and Seven Dollars (\$250,407.00) in accordance with the provisions of this Section and the Fee 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 Consultant 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) Consultant will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Consultant 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 72-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Consultant 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 Consultant 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 Consultant.

(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 Consultant at the time of termination may be adjusted to cover any additional costs

to the City because of the Consultant's default. If after the termination for failure of Consultant to fulfill its contractual obligations, it is determined that the Consultant 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 Consultant. Not later than the effective date of such termination or suspension, Consultant 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 Consultant 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 Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Consultant 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) Consultant 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) Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Consultant, 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. Consultant 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, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Consultant 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 Consultant utilizes any subconsultants, consultants, persons, employees or firms having applicable expertise to assist Consultant in performing the services under this Agreement, Consultant shall obtain City's prior written approval to such employment. Consultant's contract with any subconsultant shall contain a provision making the subcontract subject to all provisions of this Agreement. Consultant 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 consultants 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 subconsultants. Negligence of subconsultants 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 subconsultant in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subconsultants for performance of any professional service under this Agreement.

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

7. Skill of Employees. Consultant 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 Consultant may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Consultant 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 Consultant that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Consultant'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 Consultant, or any subconsultant of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Consultant 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. Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant, Consultant 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 Consultant's

deliverables is waived against Consultant unless City has given Consultant prior written notice of the changes and has received Consultant's written consent to such changes.

10. Conflict of Interest.

(a) Consultant 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 Consultant's performance of services under this Agreement. Consultant 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 subconsultant without the express written consent of the City Manager. Consultant 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. Consultant shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Consultant 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. Consultant 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. Consultant 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 Consultant and its subconsultants 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, Consultant 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. Consultant shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Consultant 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, Consultant 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 Consultant, its officers, employees, agents and sub-consultants. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify and Consultant shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Consultant 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 Consultant'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 Consultant'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, in the performance of professional services provided to the city. 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 as adjudicated by a court of competent jurisdiction, 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. Consultant 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 Consultant from its separate and distinct obligation to defend City. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every

subconsultant, sub tier consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance or subject matter of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant 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 Consultant has agreed to provide an immediate defense to any Indemnified Party, as provided above, Consultant, upon notice from the City, shall defend the Indemnified Party at Consultant'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. Consultant 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 Consultant 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 Consultant's indemnification of the City, Consultant 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. Consultant 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. Consultant'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 Consultant ninety days advance written notice of such change. If such change should result in substantial additional cost of the Consultant, 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 Consultant.

(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 Consultant'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, Consultant'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 Consultant.

(e) By signing this Agreement, Consultant 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 Consultant. The parties agree that Consultant, its officers, employees and agents, if any, shall be independent consultants with regard to the providing of services under this Agreement, and that Consultant'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 Consultant 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 consultant 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. Consultant 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 Consultant hereunder), against the Consultant'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. Consultant 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. Consultant 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, Consultant 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) Consultant 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 Consultant shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

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

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

To City: City Manager

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

To Consultant:

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 Consultant.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Consultant 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 Consultant'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. Consultant 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, Consultant 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

CONSULTANT

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

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

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

By: _____
 City Clerk

Approved as to form:

By: _____

City Attorney

DRAFT

INSERT EXHIBIT A

Section 1 (a)

- SCOPE OF WORK -

[Include Work Schedule if required.]

EXHIBIT B - INSURANCE

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subconsultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the City. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subconsultants

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

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: Dunes Park	CA No. 1
Client Name: City of Marina	Project/Phase No.
Attention: Ismael Hernandez	Date: July 29, 2025
Address: 211 Hillcrest Ave. 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 June 18, 2025. If approved, please return a signed copy of the Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

Wallace Group appreciates the opportunity to provide you with our proposal for Civil Engineering and Landscape Architecture services for the above-referenced project. Wallace Group is currently under contract for Phase 1 of the Dunes Project. The City is now requesting Wallace Group provide a design alternative to include Phase 2, the amphitheater. A conceptual design of the amphitheater was prepared by Verde Design, Inc. The City has requested Wallace Group to complete the design. Wallace Group will utilize the AutoCAD files provided by Verde Design, Inc. Based on our discussion, the following Scope of Services has been prepared for your consideration:

I. PROJECT UNDERSTANDING

The phase 2 portion of Dunes Park is the southwest corner of the site, adjacent to 7th Street and Sand Dune Ave, where an amphitheater is anticipated. The City contracted with Verde Design, Inc. to prepare concept plans. The layout of the amphitheater is based on the conceptual layout from Verde but wasn't taken to the 60% level (see figure 1 on the following page). Based on some rough order of magnitude costs that we developed for the phase 2 area (predicated on the Verde design), we estimate that the overall costs would be around \$2.7M.

Similar to the efforts on phase 1, Wallace Group will attempt to reduce the construction costs for the amphitheater design; however, this effort requires reconceptualizing the layout and design, requiring additional time and effort. In order to get the design to the current level of design of the phase 1 park, the team will need to work on the design and provide a revised conceptual layout for the City's review (at a proposed 35% design level), along with a 60% design layout to confirm the design and costs for the phase 2 area. We have separated this as a standalone task so that if the City would like, we could work on this effort first, before the City decides to proceed to full bid-ready plans. At a minimum, we would advise that the City advance the design to a 60% design level, as it would provide a better understanding of the tie-ins to the phase 1 park area and allow for rough grading and hydroseeding that is set near the proposed elevation. If the City decides to proceed with the design and add this to the bid set for phase 1, we will then work on the 95% design and a final design in order to get both projects out within the same bid set. This is indicated in the task 3 efforts of this CA proposal.

ASSUMPTIONS:

- Wallace Group assumes that there will be conceptual refinement changes needed in order to tie the amphitheater to the refined site plan.
- A Prefabricated Restroom Manufacturer will be selected, and that building structural design will be included in the restroom manufacturer's design.
- Electrical lighting and service will be done in an effort to be flexible and provide electrical tie-ins for audio equipment; however, no advanced AV equipment, lighting controls, or amplification will be provided.

CIVIL AND
TRANSPORTATION
ENGINEERINGCONSTRUCTION
MANAGEMENTLANDSCAPE
ARCHITECTUREMECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401T 805 544-4011
F 805 544-4294

www.wallacegroup.us

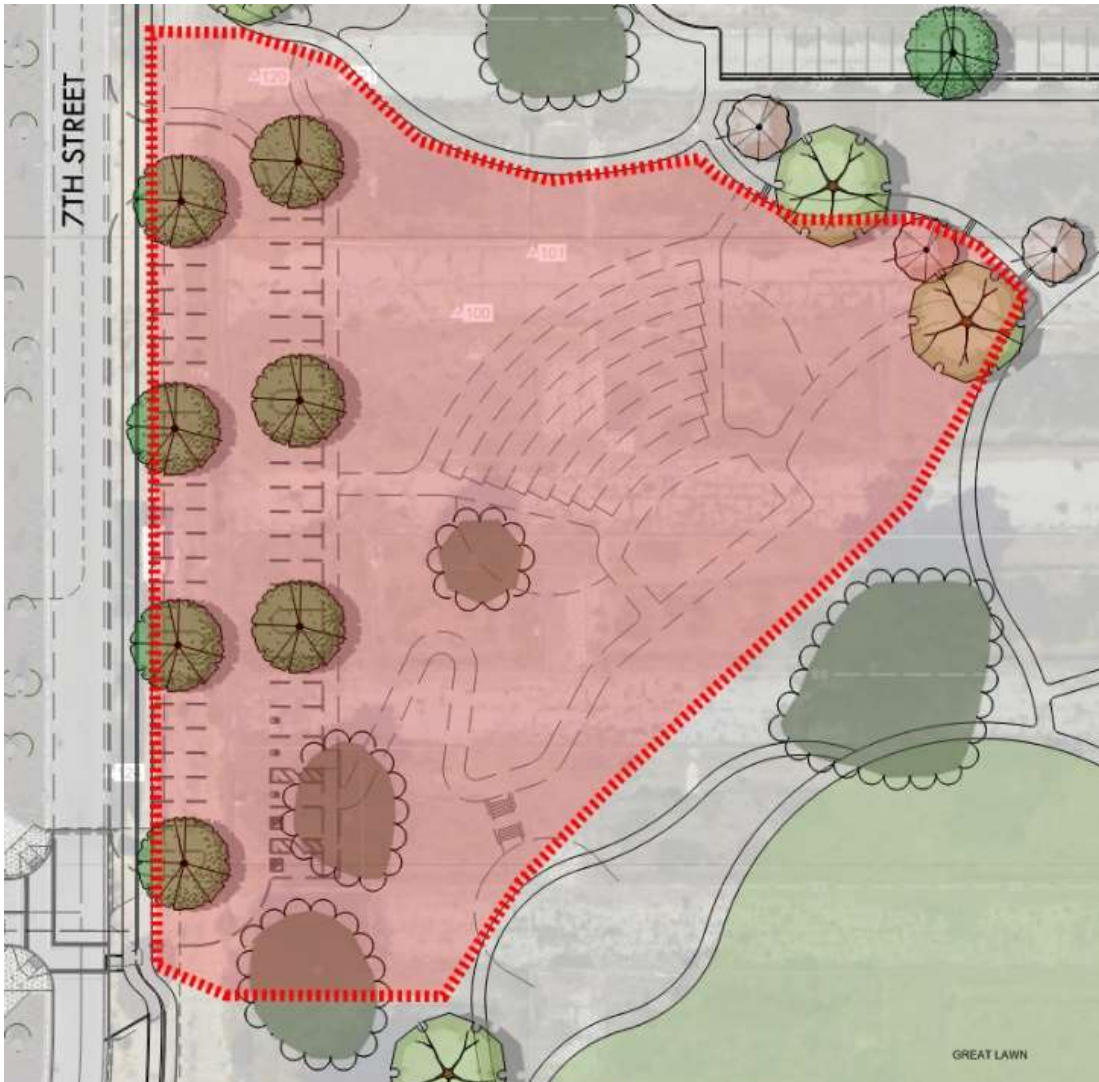


Figure 1 - Preliminary Layout (Prepared by Verde Design, Inc.)

II. SCOPE OF SERVICES

Note that the task numbers for this CA correlate to the prime contract. The new task included (task 2) is in place of the previous survey task number. However, Wallace Group will create a new task for this work under the prime contract so that it is billed separately.

Task 1: Project Management, QA/QC, Coordination and Meetings

Subtask 1.1 - Project Management and Administration

We approach project management and quality control as an integral and continuous thread from kick-off through implementation. This task includes project management for internal team coordination needs and coordination with the City of Marina. This task includes project setup, coordination, budget/schedule monitoring, and invoicing. This task is budgeted based on a design and bid phase schedule of 12 months.

Subtask 1.2 - Meetings

Wallace Group will attend two (2) focused meetings regarding the conceptual design of the amphitheater to go over the design with the City at the schematic design and 65% (design development) submittals.

We have scheduled meetings for the phase 1 work of the park; however, we assume that there will need to be additional time dedicated to the review of the phase 2 work during these meetings. Therefore, we are scoping in an additional thirty (30) minutes per meeting for this work. This includes two (2) web conference progress meetings with City staff and the Project Team to review the project progress and to discuss project status via phone or web conference for each submittal phase (95% and 100%).

Subtask 1.3 - Quality Assurance / Quality Control (QA/QC)

Our team will provide QA/QC will be provided following the 60%, 95% and 100% Construction Documents, including Plans, Specifications, and Engineer's Estimate (PS&E).

Task 1 Deliverables:

- Attend two (2) web conference meetings with City at 35% schematic design and 60% design development
- Additional time (30-minutes) for the web conference meetings with City at 95%, and 100% milestones to discuss the phase 2 work

Task 2: Preliminary Design

Subtask 2.1 - 35% Schematic Design:

The schematic design will deliver a final design for the review and input by the City. The plan sheets will be a total of four (4) sheets at 24" x 36", with no details. The schematic design package will include:

- Schematic Site Plan
- Schematic Utilities Plan
- Schematic Grading/Drainage Plan
- Schematic Amenities Layout Plan
- Schematic Landscape Planting Plan

The purpose of the schematic plans is to establish a better understanding of the potential cost estimate of the phase 2 work. Included in the schematic design package will be an itemized engineer's opinion of probable construction cost for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the City for budgeting purposes.

It's assumed that City approval will be needed in order to advance to the 60% design.

Subtask 2.2 - 60% Design Development:

Based on the City's acceptance of the schematic design, Wallace Group will provide the following improvement plans for 60% submittal. We anticipate approximately 15 sheets to be provided as a Bid Alternative to Phase 1 improvements. Improvement Plans are estimated to consist of (30"x42", PDF). Plans will be submitted to the City of Marina. The following sheets are assumed to be needed for the project:

- Site Plan (1-sheet)
- Horizontal Control Plan (1-sheets)
- Grading and Drainage Plan (1-sheet)
- Site Cross Sections (1-sheet)
- Utility Plan (1-sheet)

- Construction Details (2-sheets)
- Site Amenities Plan and Details (2-sheets)
- Planting Plan and Details (1-sheet)
- Irrigation Plan and Details (1-sheet)
- Electrical Plans and Details (2-sheets)
- Structural Plans and Details (2-sheet)

Below is a description of each of the anticipated plans in more detail:

Site Plan:

The site plan set will show the location of surface improvements, such as asphalt, concrete, sidewalks, ramps, site amenities, etc. Vehicular and pedestrian access will be shown on the site plan. Wallace Group will show the ADA path of travel based on coordination with the City of Marina. Signage and striping will be included as a part of the Site Plan.

Horizontal Control Plan:

The horizontal control plan set will provide line and curve data for the curbs and site improvements. Site dimensions and reference to survey coordinates and/or monuments will be included.

Grading and Drainage Plan:

The grading and drainage plan set will utilize the topographic survey data to create a finish grade surface. Plans will show elevations and slopes of sidewalks, flatwork, and landscape areas. The proposed storm drainage system will be shown including inlets, storm drain pipes and applicable drainage features. Grades and indications for an accessible path of travel will be provided to the buildings and accessible amenities.

Site Cross Sections:

The site cross sections will be provided and will show proposed grading across the site and conformance to existing grades at the property lines. Retaining wall profiles will be provided where needed.

Utility Plan:

The utility plan set will provide the layout for the proposed sanitary sewer and water needed to serve the project. The Phase 1 park improvements will provide stubs for water and sewer lines for the future Phase 2 park improvement for connection if needed. No main line extensions within the right of way will be required. Design of other dry utilities including but limited to gas, telephone, cable, tv, internet, etc. are not anticipated.

Construction Details:

Construction details will include City of Marina standard details along with other agency specified details applicable to the project. Project specific details will be included as well.

Site Amenities Plan:

The site amenities plan set will include site amenities showing the location of surface improvements such as concrete jointing, concrete finishes, and site amenities (i.e. restroom, benches, picnic tables, trash receptacles, etc.).

Planting Plan:

The planting plan set will include planting layouts, notes, and details for all planting areas within the site per City of Marina standards.

Irrigation Plan:

The irrigation plan set will include irrigation equipment types, layout, and water demand calculations as required for landscape water efficiency ordinances, City review, and per MCWD requirements. The system will be designed for connections to the phase 1 mainline water source and notes and equipment will be added to accommodate recycled water service. The irrigation plans assume that the recycled water point of connection is available for use with adequate pressure. MWELO calculations and forms will be provided.

2.3 Engineer's Estimate of Probable Construction Costs (60%)

Based on consolidated written comments from the City of Marina and MCWD on the 60% Engineer's Estimate, we will update the engineer's estimate of probable construction costs. This will include project quantities and estimated unit costs in PDF and Excel file format. Wallace Group will recommend additive alternatives if the estimated costs exceed the available funding.

2.4 Specifications (60%)

We will provide a specification outline for the work based on using CSI MasterSpec format to be incorporated as Technical Provisions with the City's standard front-end documents.

Task 2 Deliverables:

- One (1) final schematic design package (pdf)
- One (1) 60% design development package (pdf)

Task 3: Construction Documents

3.1 Construction Plans (95%)

Based on the City's acceptance of the 60% design, Wallace Group will provide the improvement plans for 95% submittal. The plans will follow the description of the sheets described in Task 2 above.

3.2 Engineer's Estimate of Probable Construction Costs (95%)

Based on consolidated written comments from the City of Marina and MCWD on the 60% Engineer's Estimate, we will update the engineer's estimate of probable construction costs. This will include project quantities and estimated unit costs in PDF and Excel file format. Wallace Group will recommend additive alternatives if the estimated costs exceed the available funding.

3.3 Specifications (95%)

Based on consolidated written comments from the City of Marina and MCWD on the 60% Specifications, we will update specifications for the work based on using CSI MasterSpec format to be incorporated as Technical Provisions with the City's standard front-end documents.

3.4 Stormwater Control Plan

A stormwater control plan (SWCP) will be prepared in accordance with the City of Marina requirements and the Regional Water Quality Control Board Post Construction Stormwater Requirements (PCRs) for phase one of the project. The phase two area will be added to the SWCP to complete a single SWCP for the entire project. The site will be divided into preliminary drainage management areas and stormwater control measures will be implemented to manage post-developed runoff. The project is located in Water Management Zone 4 and we anticipate the project will require PR-1 through PR-3. We anticipate the project will not require peak flow management (PR-4) performance requirements as it is not located in WMZ 1-3, 6 & 9.

Flood control design (storms larger than PCR requirements) are not included in the stormwater design. The SWCP will be provided with the 95% Construction Documents.

3.5 Drainage Report

Wallace Group will prepare the drainage report prepared to include the storm drain infrastructure and drainage features in accordance with the City of Marina Public Works standards for phase one of the project. The phase two area will be added to the Drainage Report to complete a single Drainage Report for the entire project.

3.6 Stormwater Pollution Prevention Plan

Wallace Group will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project for phase one of the project. The phase two area will be incorporated into the SWPPP to provide a complete SWPPP for the entire project. The Erosion Control Plans and the Drainage Design Report prepared in Tasks 3.1 and 3.5 will be the basis for the SWPPP Site Map, Stormwater Run-on and Run-off Calculations, and Risk Level Assessment.

3.7 Stormwater Operations and Maintenance Manual

Preparation of an Operations and Maintenance Manual addressing Storm Water facilities management, monitoring and inspections, landscape and irrigation maintenance, inspection requirements for common areas and site-specific information regarding the Homeowner's Association responsibilities will be prepared for phase one of the project. The phase two area will be incorporated into the Stormwater Operations and Maintenance Manual to provide a complete Stormwater Operations and Maintenance Manual for the entire project.

3.8 Electrical Design & PG&E Coordination

Otto Electrical will provide Electrical Design Plans, which shall include complete detailed design drawings and photometrics analysis and exhibit of initial phase site lighting for installation of parking lot lighting, lighting along pathways, electric power provisions to the new prefabricated restroom building At grade power and audio/visual boxes or receptacles at stage (excluding specification of any A/V equipment), spare conduits are routed for future A/V use, upsized light poles at back of amphitheatre with receptacles, and step lights at the amphitheatre. Electrical plans will be included in the construction document sets for schematic design (30%), design development (60%), 95% and Final design. Division 26 Specifications, Title 24 Compliance Forms, Probable Cost Estimate for electrical infrastructure and Bid and Construction support are included.

3.9 Structural Design

Murphy Structural Engineers will provide structural scope for various site retaining walls, foundation and anchorage design for light poles, foundation design review for the prefabricated band stand (structural design assumed to be provided by manufacturer), and foundation design and anchorage for pre-engineering/prefabricated manufactured restroom. The restroom building will be designed by a licensed engineer and reactions will be provided for design of the foundation and anchorage including reactions for individual load cases, conventional slab on grade with shallow foundations will be an acceptable foundation system in accordance with geotechnical investigations.

Murphy Structural Engineers will produce design drawings, calculations and related specifications for the structural design elements as required. Structural plans will be included in the construction document sets for the design development (60%), 95% and Final design and will include an Overall Site Plan, Shade Structure Foundation Plan, Restroom Foundation Plan, Structural Details and General Structural Notes.

3.10 Construction Plans (100%)

After receiving consolidated written comments from the City of Marina and MCWD on the 95% Plans, Wallace Group will finalize the plan set for the submittal of the 100% Construction Document package. The plan set will include the same sheet count as described in the 95% submittal.

3.11 Engineer's Estimate of Probable Construction Costs (100%)

Based on consolidated written comments from the City of Marina on the 95% Engineer's Estimate, we will finalize the engineer's estimate of probable construction costs. This will include project quantities and estimated unit costs in PDF and Excel file format. Wallace Group will recommend additive alternatives if the estimated costs exceed the available funding.

3.12 Specifications (100%)

Based on consolidated written comments from the City of Marina on the 95% Specifications, we will finalize for the work based on using CSI MasterSpec format to be incorporated as Technical Provisions with the City's standard front-end documents.

Task 3 Deliverables:

- Construction Documents, Specifications, and Estimates at:
 - 95%
 - 100%
- Drainage Report
- SWCP (PDF)
- SWPPP (PDF)
- Stormwater Operations & Maintenance Manual (PDF)

Task 4: Bid Support

4.1 Bid Phase Services

Included in this proposal, Wallace Group will provide up to twenty (20) hours of technical and design support services for the project during the Bidding Phase of the Construction Package:

- Assist with preparing a bid package including the bidder's list and descriptions, plans, and specifications for phase 2.
- Respond to questions during the bidding process as well as supporting City lead addendums.

4.2 Electrical Bid Phase Services

Included in this proposal, Otto Electrical will provide up to six (6) hours of technical and design support services for the project during the Bidding Phase of the Construction Package:

- Assist with preparing a bid package including the bidder's list and descriptions, plans, and specifications for phase 2.
- Respond to questions during the bidding process as well as supporting City lead addendums.

4.3 Structural Bid Phase Services

Included in this proposal, Murphy Structural Engineering will provide up to six (6) hours of technical and design support services for the project during the Bidding Phase of the Construction Package:

- Assist with preparing a bid package including the bidder's list and descriptions, plans, and specifications for phase 2.
- Respond to questions during the bidding process as well as supporting City lead addendums.

Task 4 Deliverables:

- Respond to contractor questions and RFI's pertaining to Phase two (up to 8 hours)
- Assist the City with the preparation of addenda (up to 4-hours)
- Prepare minor plan and/or specification revisions pertaining to Phase two (up to 8 hours)

III. SCHEDULE

Wallace Group proposes the following general timeline:

- Conceptual Plan - 3 weeks from NTP
- 65% Submittal - 5 weeks from receipt of comments from City
- 95% Submittal - 6 weeks from receipt of comments from City
- 100% Bid ready - 8 Weeks from receipt of comments from City

The timeline above does not include the City's staff review time for each submittal. Estimated 100% submittal January 2026.

IV. TO BE PROVIDED BY THE CLIENT

- Arborist Report

V. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Any items not specifically identified in the above scope of work

VI. PROJECT FEES

Wallace Group will perform the services denoted in 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 **\$250,407** without receiving written authorization from the Client.

Revision(s) Represent:

- ☐ a change in previous instructions
- ☐ a change in Scope of Services
- ☐ other:

Revision(s) Fee:

- ☒ hourly (time & materials) \$
- ☐ progress billing: \$
- ☒ not-to-exceed w/o authorization: \$250,407

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/Director of Water Resources
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

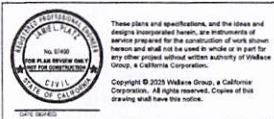
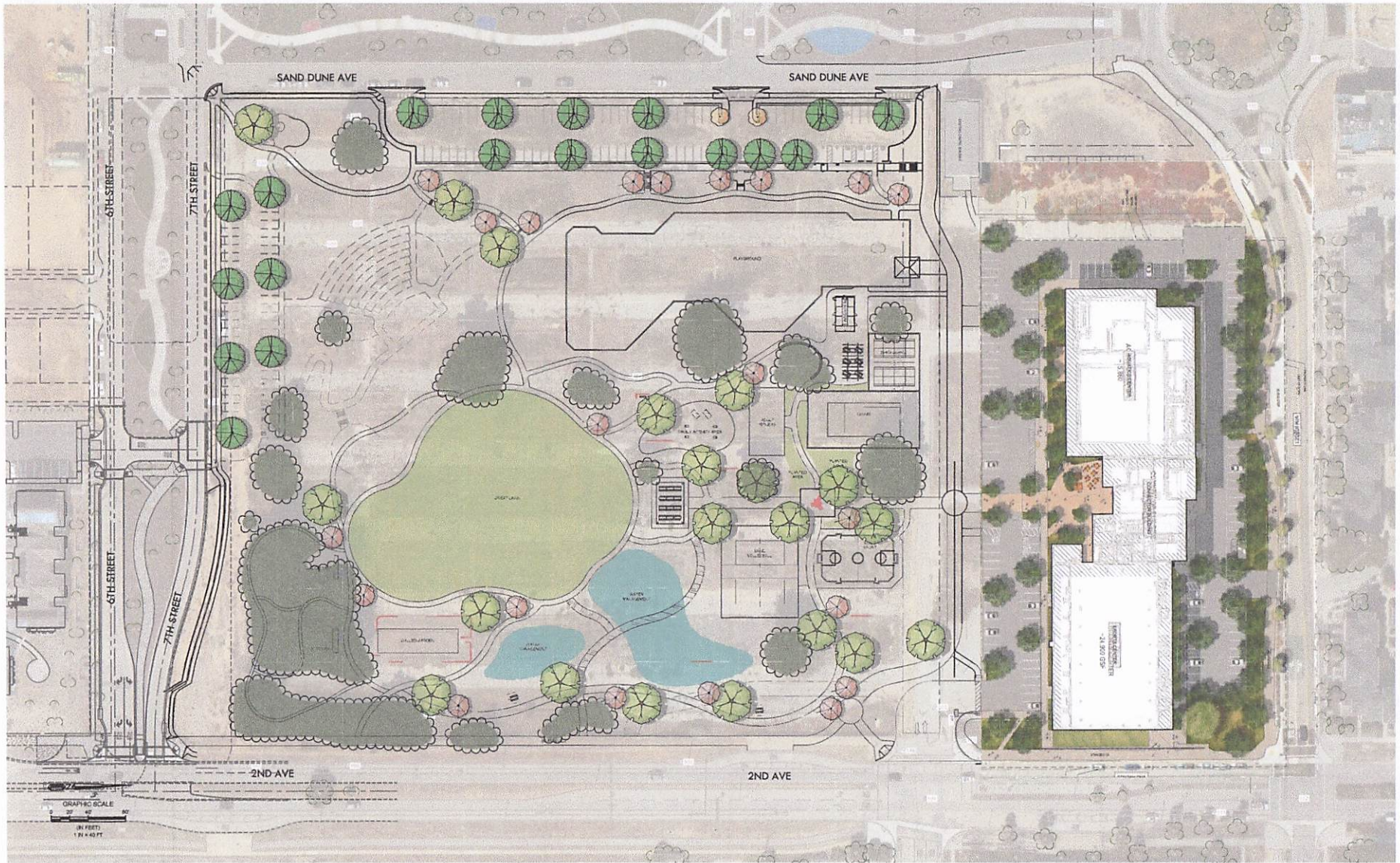
Signature

Printed Name

Title

Date

Wallace Group Team Resource Estimate for the City of Marina Dunes Park - CA#1															BUDGET SUMMARY	
PHASE / TASK No.	TASK DESCRIPTION	PRINCIPAL	DIRECTOR	SENIOR ENGINEER II	ASSOCIATE ENGINEER III	DIRECTOR OF LANDSCAPE ARCHITECTURE	SENIOR LANDSCAPE ARCHITECT III	LANDSCAPE ARCHITECT IV	LANDSCAPE DESIGNER	OTTO ELECTRIC	MURPHY STRUCTURAL	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$	
		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	Cost	HRS			
	RATE	\$280	\$228	\$210	\$160	\$195	\$178	\$163	\$140							
1	PROJECT MANAGEMENT															
1.1	Project Management & Administration			16		6							22	\$4,530	\$4,530	
1.2	Meetings			16		8						\$45	24	\$4,920	\$4,965	
1.3	QA/QC	4	12			8							24	\$5,416	\$5,416	
2	PRELIMINARY DESIGN															
2.1	30% Schematic Design & Estimate			16	80	8	4	24	24				156	\$25,704	\$25,704	
2.2	DD Plans (60%)		2	24	120	8	16	24	60				254	\$41,416	\$41,416	
2.3	Engineer's Estimate (60%)		1	4	16	4	2	6					33	\$5,742	\$5,742	
2.4	Specification Outline (60%)		1	10		2	1	4					18	\$3,548	\$3,548	
3	CONSTRUCTION DOCUMENTS															
3.1	Construction Plans (95%)		2	24	120	8	24	40	110				328	\$52,448	\$52,448	
3.2	Engineer's Estimate (95%)		2	4	8	2	1	4					21	\$3,796	\$3,796	
3.3	Specifications (95%)		1	12		4	2	6					25	\$4,862	\$4,862	
3.4	Stormwater Control Plan		2	4	30								36	\$6,096	\$6,096	
3.5	Drainage Report		2	12	48								62	\$10,656	\$10,656	
3.6	Stormwater Pollution Prevention Plan		1	6	16								23	\$4,048	\$4,048	
3.7	Stormwater Operations and Maintenance Manual		1	4	12								17	\$2,988	\$2,988	
3.8	Electrical Design & PG&E Coordination									78			78	\$17,140	\$17,140	
3.9	Structural Design										28		28	\$3,280	\$3,280	
3.10	Construction Plans (100%)		4	16	48	6	8	40	60				189	\$30,649	\$30,649	
3.11	Engineer's Estimate (100%)		1	4	8	2	1	4					20	\$3,568	\$3,568	
3.12	Specifications (100%)	1	1	8		6	2	8					26	\$5,018	\$5,018	
4	BID SUPPORT															
4.1	Bid Assistance		2	24		8		12					46	\$9,012	\$9,012	
4.2	Electrical Bid Assistance									6			6	\$1,300	\$1,300	
4.3	Structural Bid Assistance										6		6	\$820	\$820	
	SUB-TOTALS	5	35	204	506	80	61	172	254	84	34	\$60	1,442		\$247,017	
	WALLACE GROUP LABOR COSTS	\$1,400	\$7,980	\$42,840	\$80,960	\$15,600	\$10,858	\$28,036	\$35,560							\$224,417
	WALLACE GROUP DIRECT COSTS															\$60
	SUBCONSULTANT DIRECT COSTS										\$18,440	\$4,100			\$22,540	
	DIRECT COSTS OVERHEAD @														15%	\$3,390
	TOTAL															\$250,407



CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

SCALE:
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS
0 1 2

REV.	DATE	DESCRIPTION OF REVISIONS	BY
1			
2			
3			
4			
5			

LANDSCAPE CONCEPT	
DRAWING NO.	
OF SHEETS	

August 1, 2025

Item No. **10g(5)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 6, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO
WALLACE GROUP OF SAN LUIS OBISPO, CA FOR CIVIL
ENGINEERING AND LANDSCAPE ARCHITECTURE SERVICES FOR
DESIGN OF PHASE 2 OF THE CITY PARK AT THE DUNES; 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.**

REQUEST:

It is requested that the City Council consider adopting Resolution No. 2025-__:

1. Authorizing a professional services agreement with Wallace Group of San Luis Obispo, CA for civil engineering and landscape architecture services in an amount not to exceed \$250,407.00 for the design of Phase 2 of the City Park at the Dunes.
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 prioritized enhancing its public park offerings to improve community recreation and quality of life. The City Park at the Dunes is a key component of this initiative, planned as a 13.5-acre public space featuring amenities such as restrooms, walking paths, tennis and pickleball courts, beach volleyball, a multi-sport court, a fitness court, and an inclusive playground designed to accommodate children of all abilities.

A Capital Improvement Project (CIP) (QLP 2017) was previously approved by the City Council, allocating \$22,600,000 for all phases of construction related to the City Park at the Dunes.

The City initially engaged Wallace Group on May 6, 2025, to provide engineering and land surveying services for Phase 1. Given their successful performance and expertise, staff recommends continuing our partnership with Wallace Group for the upcoming Phase 2 design work which will include an outdoor amphitheater, second restroom facility for the park, and additional parking.

ANALYSIS:

Wallace Group has demonstrated a high level of competence and professionalism in delivering Phase 1 services, including land surveying, grading, and preliminary design efforts. Their familiarity with the project scope, site conditions, and community needs makes them the most qualified firm to execute the detailed design and engineering work required for Phase 2.

Engaging Wallace Group for Phase 2 will ensure continuity, efficiency, and quality in project delivery. Their proven track record supports the City's goal of developing a comprehensive recreational space that meets the community's needs and adheres to all regulatory and safety standards.

FISCAL IMPACT:

The total fiscal impact for the staff report is estimated at \$250,407. This amount will be financed through funds already allocated in the Capital Improvement Project QLP 2017. This ensures no additional financial burden on the city budget, allowing the project to progress as intended.

EXHIBITS:

Exhibit A – Professional Services Agreement with Wallace Group.

Exhibit B – Wallace Group Proposal and Scope of Services for design of Phase 2 of the City Park at the Dunes

Exhibit C – City Park at the Dunes Working Conceptual Drawing

Respectfully submitted,

Ismael Hernandez
Public Works Director
City of Marina

Layne Long
City Manager
City of Marina