

RESOLUTION NO. 2025-105

A RESOLUTION OF THE CITY COUNCIL OF MARINA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO WITHERSRAVENEL, INC. FOR CITYWIDE FACILITY CONDITION ASSESSMENT AND ASSET MANAGEMENT CAPITAL LIFECYCLE MODELING; 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 is committed to improving its facilities and infrastructure maintenance programs to ensure efficient operations and effective service delivery; and

WHEREAS, the City Council approved Project # APF2319 City Facilities and Parks Maintenance Plan, with a budget of \$100,000 for the current fiscal year; and

WHEREAS, Public Works staff have researched and identified WitherRavenel Inc., a firm specializing in Facility Lifecycle Modeling and preventive maintenance software, as a qualified partner to support this initiative; and

WHEREAS, WitherRavenel has submitted proposals for a one-time Facility Condition Assessment and the first year of Asset Management Capital Lifecycle Modeling, with a total cost of \$82,529, which falls within the approved budget; and

WHEREAS, the combined assessment and modeling will provide critical data, planning tools, and preventive maintenance strategies to extend the lifespan of city facilities and parks; and

WHEREAS, the City Council supports the staff's recommendation to proceed with the agreement for these services.

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

1. Authorize a professional services agreement with WithersRavenel, Inc. for a Citywide Facilities Condition Assessment and Asset Management Capital Lifecycle Modeling beginning September 15, 2025, in an amount not to exceed \$82,529.00.
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 3rd day of September 2025 by the following vote:

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

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Liesbeth Visscher, Mayor Pro Tem

Anita Sharp, Deputy City Clerk

July 18, 2025

Ismael Hernandez
Public Works Director
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

**RE: Scope and Fee Proposal for Professional Services
Facility Condition Assessment
Marina, California
Project #25-0111-A
Sourcewell Purchasing Contract Number – 012524-WHR
<https://www.sourcewell-mn.gov/participating-agency/27263>**

Dear Mr. Hernandez,

WithersRavenel is pleased to provide this Scope and Fee Proposal for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this proposal, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel



Jon Mills
Strategic Sales Executive
jmills@withersravenel.com
Mobile. 919.500.9181

Attachment:

Scope and Fee Proposal for Professional Services

City of Marina

Scope and Fee Proposal for Professional Services

Facility Condition Assessment

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of City of Marina.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this proposal the following references shall apply:

1. City of Marina shall be known as the “Client” or “City”;
2. WithersRavenel shall be known as the “Consultant” or “WithersRavenel”;
3. The property and overall project shall be known as the “Project”;

The Client wishes for a Facility Condition Assessment of their Facility and Parks and Recreation assets.

B. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under this Proposal.

Task 1 - Capital Planning Facility Condition Assessment

Sub Task 1 – Facility Condition Assessment

As part of this work effort, Consultant will perform a lifecycle cost analysis of the existing building systems to include current capital investment, current operating costs, and future capital replacement costs. The analysis will also include risk analysis of existing building systems.

Facilities will be assessed by our assessment teams comprised of qualified architects, engineers and/or construction professionals. Our teams will include a professional to assess architectural and mechanical, electrical and plumbing components of your facilities.

Our teams will evaluate the condition and estimate the remaining service life for the purposes of renewal forecasting for the building systems shown below.

1. Exterior systems: Roof systems, Wall systems, Window systems, and Exterior door systems.
2. Interior systems: Wall systems, Interior door systems, Floor systems and Ceiling systems.
3. Heating, ventilation and air conditioning.
4. Electrical and electrical distribution systems: Branch wiring systems, Lighting systems and Service distribution system.
5. Plumbing systems: Plumbing fixture system, Sanitary sewer system and Domestic water distribution system.
6. Fire protection systems: Emergency lighting system, fire sprinkler and suppression system, fire alarm detection system and standpipe system
7. Elevator systems.
8. Site Systems: Vehicular and Pedestrian Pavements (Immediately adjacent to the facilities receiving services)

Assumptions

Client will provide mechanical room keys (when escorts are not available), floor plans, ladders and copies of maintenance logs as requested to support the project.

Definition of Data and Data Collection Standards

Consultant will assist in defining facility condition data standards and collection standards.

Consultant will also use these standards to assess and report conditions for the property elements noted above.

Digital Photographs

Digital photos will be captured and used for internal quality control purposes. Photos will be captured for building identification and documentation of asset and system conditions. Select photos will be used within the narrative reports; however, all photos will be made available through a Share Point site for the client's convenience.

Corrective Action Recommendations and Costing

Using our internal capital planning software budgets will be provided for deficient conditions identified during the facility condition assessment. Parametric cost estimates are based on nationally recognized estimating data such as RSMeans.

Deficiency Prioritization

We understand the reduction of the current backlog of maintenance items to be a multi-year task, and we must be able to assign a priority to each deficiency. Before data collection begins, Consultant will work with you to establish prioritization standards.

Data Analysis and Reports**Facility Condition Index (FCI)**

Consultant will develop an FCI to quantify the deficiencies in each building. Our data is used to report the relative condition of buildings using a ratio of needed repairs (NR) over current replacement value (CRV) for the facility condition index (FCI). This ratio will allow you to sort your facilities into a list of "worst first." This list will become a powerful document when planning and prioritizing remediation.

$$FCI = \left\{ \frac{\text{Needed Repairs}}{(CRV)} \right\} \times 100$$

Consultant will provide an FCI for current timeframe and an extended FCI for current plus five years for all facilities/sites in which the FCA is conducted.

Facility Renewal Forecasting

Long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable. As part of the facility renewal forecasting activities, Consultant will:

1. Analyze and model the rates of depreciation of each facility and report on the annual reinvestment rate to replace components as they exceed useful service life, and
2. Determine approximate replacement cost of each building component where cumulating of components will equal the replacement value of the building.

After the condition assessments are complete, Consultant will develop forecasts for the renewal of building systems through life-cycle analysis. These forecasts will assist in the creation of budgets for capital renewal. Additionally, they allow for the long-term projection of renewal cost. Future work

will be estimated by taking the cost of a particular system renewal and forecasting the date of renewal by determining the expected life.

Examples of capital renewal forecast data are shown below and on the following pages.

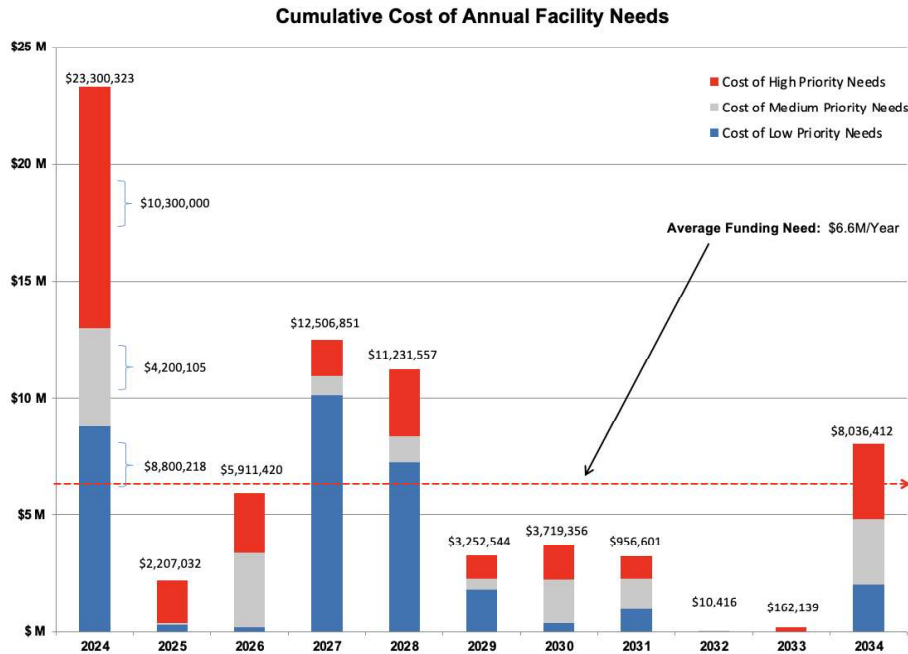
Capital Renewal Schedule (Tabular). This chart is an example of a tabular view of all of the current deficiencies together with a view of when the organization should budget for reinvestment in building systems as they approach their end of design life. The data is organized by building system following the UNIFORMAT structure.

Table 1. Sample Current and Forecasted Needs Summarized by System (Current + 5 years)

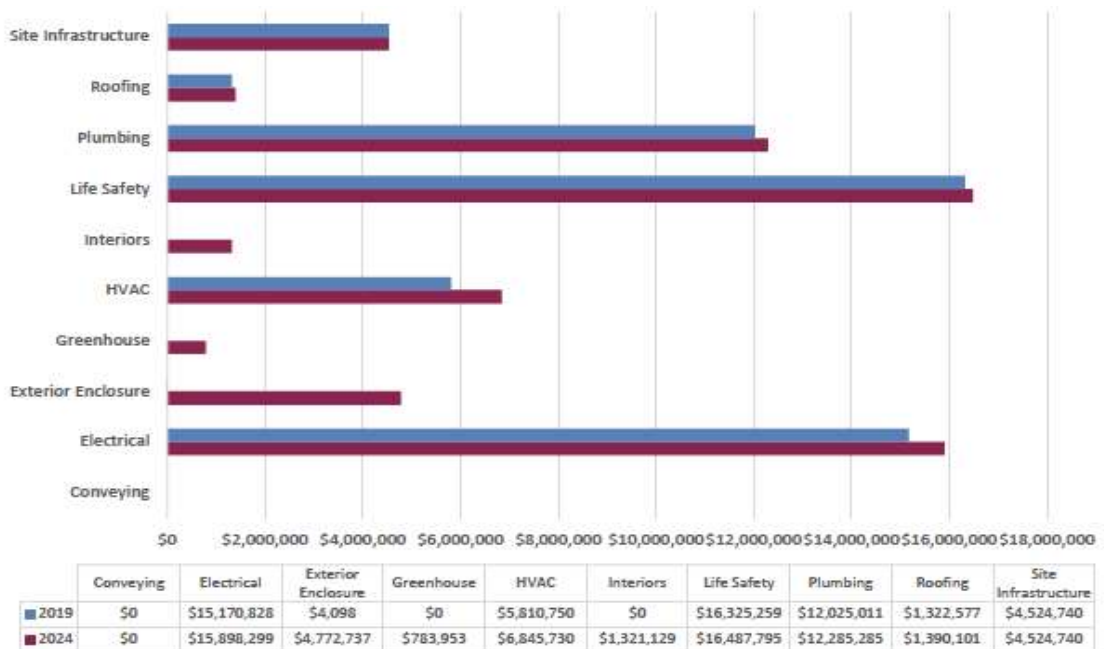
System	2024	2025	2026	2027	2028	2029
Needs by Year	\$21,282,581	\$807,548	\$242,118	\$5,741,521	\$331,765	\$4,960,827
Exterior Enclosure	\$2,312,018	\$0	\$94,499	\$92,827	\$17,274	\$70,633
Exterior Walls (Finishes)	\$468,513	\$0	\$0	\$0	\$0	\$43,928
Exterior Windows	\$1,254,078	\$0	\$81,959	\$1,710	\$0	\$0
Exterior Doors	\$457,757	\$0	\$0	\$91,117	\$17,274	\$1,626
Maintenance Roll-up Door	\$131,670	\$0	\$12,540	\$0	\$0	\$25,080
Roofing	\$571,445	\$37,643	\$0	\$110,381	\$0	\$10,383
Roof Coverings	\$571,445	\$37,643	\$0	\$110,381	\$0	\$10,383
Interior Construction	\$2,243,113	\$12,312	\$125,025	\$417,030	\$0	\$3,593
Interior Doors	\$1,713,068	\$0	\$117,674	\$294,799	\$0	\$0
Specialties	\$406,925	\$0	\$7,351	\$116,075	\$0	\$3,593
Toilet Partitions	\$123,120	\$12,312	\$0	\$6,156	\$0	\$0
Interiors	\$5,868,384	\$0	\$15,976	\$286,460	\$312,535	\$658,943
Ceiling Finishes	\$1,511,025	\$0	\$15,976	\$25,456	\$129,866	\$49,273
Floor Finishes	\$2,886,155	\$0	\$0	\$250,373	\$182,670	\$481,870
Wall Finishes	\$1,471,204	\$0	\$0	\$10,631	\$0	\$127,800
Plumbing	\$1,992,669	\$0	\$0	\$1,383,005	\$0	\$2,476,316

System	2024	2025	2026	2027	2028	2029
Domestic Water Distribution	\$123,038	\$0	\$0	\$365,305	\$0	\$297,300
Plumbing Fixtures	\$1,012,584	\$0	\$0	\$547,876	\$0	\$1,200,799
Sanitary Waste	\$857,047	\$0	\$0	\$469,824	\$0	\$978,217
HVAC	\$2,825,851	\$630,571	\$0	\$1,942,423	\$0	\$714,470
Controls and Instrumentation	\$11,375	\$275,345	\$0	\$157,174	\$0	\$45,836
Distribution System	\$2,151,767	\$355,226	\$0	\$1,783,340	\$0	\$602,476
Heat Generation	\$419,149	\$0	\$0	\$0	\$0	\$66,157
Terminal & Package Units	\$243,560	\$0	\$0	\$1,909	\$0	\$0
Fire Protection	\$1,805,532	\$80,023	\$0	\$423,374	\$0	\$46,164
Fire Alarms	\$1,011,043	\$80,023	\$0	\$423,374	\$0	\$0
Sprinklers & Standpipe	\$794,489	\$0	\$0	\$0	\$0	\$46,164
Electrical	\$2,958,355	\$0	\$0	\$1,086,020	\$1,955	\$443,947
Branch Wiring	\$1,087,732	\$0	\$0	\$555,234	\$1,955	\$144,183
Lighting	\$1,252,939	\$0	\$0	\$518,938	\$0	\$299,765
Service Distribution	\$560,115	\$0	\$0	\$558	\$0	\$0
Emergency Lighting and Signage	\$57,568	\$0	\$0	\$11,290	\$0	\$0
Equipment & Furnishing	\$135,864	\$0	\$6,619	\$0	\$0	\$536,377
Institutional Equipment	\$135,864	\$0	\$6,619	\$0	\$0	\$536,377
Site Infrastructure	\$569,350	\$47,000	\$0	\$0	\$0	\$0
Pedestrian Pavements	\$27,500	\$0	\$0	\$0	\$0	\$0
Vehicular Pavements	\$515,050	\$0	\$0	\$0	\$0	\$0

Capital Renewal Schedule (Bar Chart). This chart is an example of how to communicate final needs to all levels of the organization. At the time the assessment is complete, the total value of the deferred backlog is shown in the first bar. By assigning priorities, you can begin their planning efforts by prioritizing high, medium and low priority projects. This view of your overall capital renewal forecast also allows you to begin developing a project plan for the next 5, 10, 15, and 20 years. It also allows you to proactively group projects in a fashion to develop a more balanced level of investment and avoid large, unanticipated spikes in capital requirements.



Needs by system.



Consultant will work with you to establish performance goals for your portfolio of buildings. For example, you may choose performance goals based upon industry benchmarks for age, physical condition, and functional adequacy. These performance goals will be supported by an investment strategy based on priorities and criteria established to meet your goals.

Capital Planning, Project Planning and Packaging

For your project, Consultant will use your capital planning software to collect and manage the data associated with your facility condition assessment program.

The capital planning software will serve as a single repository for all asset-related data. Using software, Consultant will:

1. Determine the long-term system renewal costs and timing
2. Analyze the facility condition index (FCI) for assets

Outlined below is an example of how to view Facility Condition Index (FCI) data to determine relative status of condition of your facilities.

Facility Condition Index (FCI)*	General Description*
0 - 10	Facility new or well maintained (very good to good condition)
11 - 20	Facility is satisfactorily maintained (fair condition)
21 - 30	Facility is under maintained (poor condition)
31 - 60	Facility should be considered for significant renovation or possible replacement (critical condition - facility is still safe but may be more cost effective to replace than to maintain)

*FCI ranges and associated condition descriptions can be adjusted according to preference for the best representation of the portfolio.

Sample Summary of Findings.

Building Name	Age (Years)	Area (SF)	Total Needs 2020	Current Replacement Value	2020 FCI %	Total Needs 2025	2025 FCI %
Police / Fire	3 - 114	324,126	\$4,972,769	\$50,966,869	10	\$7,407,260	15
Administration	2 - 104	128,809	\$3,834,435	\$22,549,945	17	\$7,110,229	32
Library	3 - 44	131,719	\$1,193,650	\$20,298,583	6	\$2,454,187	12
Public Works	8 - 47	162,054	\$3,497,197	\$18,075,848	19	\$6,127,918	34
Totals:		746,708	\$13,498,051	\$111,891,244		\$23,099,594	

The Facility Condition Assessment includes the following locations:

FACILITY	GSF
Annex Building	3,420.00
Los Arboles Sports Complex (Leased)	910.00
Formerly Ft. Ord Pool	26,208.00
Church Building	3,816.00
Water City Sports Complex, Formerly Building # 2248	26,800.00
Gloria Jean Tate Park – Scout House	1,440.00
Community Center	6,597.00
Council Chambers	2,304.00
City Hall	6,115.00
Public Safety Building	12,474.00
Teen Center	3,552.00
Preston Park	1,668.00
Vince DiMaggio Park	2,483.00
Locke-Paddon Park	300.00
Marina Library	20,266.00
Gloria Jean Tate Park	1,440.00
Community Center	6,597.00
Vince DiMaggio Park	2,483.00
Marina Library	20,266.00

Sub Task 2 - Asset Inventory

An asset survey will be conducted for the purpose of noting remaining useful life of major building equipment. Consultant will provide an inventory of fixed, visible and accessible building equipment to include the following or as otherwise defined:

Heating, Ventilation and Air Conditioning (HVAC)

- Air-Handling, Condensing, Make-Up Air and Energy Recovery Units
- Boilers
- Chemical Feed Injection System
- Chillers
- Chilled and Hot Water Circulation Pumps (1HP or Greater)
- Cooling Towers and Cooling Tower Pumps
- Exhaust Fans (Rooftop Only)
- Furnaces, Heat Pumps and Package Units
- Mini Split Systems (Ductless Systems Captured as Single Item)
- Unit Heaters
- VAV Boxes, Fan Coil Units, and Unit Ventilators are collected at the individual level from client supplied drawings only.

Electrical

- Main Distribution Panel (Primary Service)
- Switchgear
- Motor Control Centers
- Emergency Generators (Mobile Units not Included)
- Automatic Transfer Switch
- Electric Door Systems (Exterior Doors Only)
- Emergency Lights and Lighted Exit Signs (System Level Only).

Equipment

- Trash Compactors (Permanently Installed – Client Owned)
- Laundry (Commercial Washers and Dryers)

Commercial Kitchen

- Broilers, Grills, Fryers
- Ovens, Stoves, Proofers and Warmers
- Refrigerators, Coolers and Freezers (Both Walk-In and Reach-In)
- Dishwashers
- Garbage Disposals
- Grease Traps (No Barcode Tag Applied)
- Large Appliances – Meat Slicers, Mixers, Microwaves, Commercial Toasters, Sheeters, etc.
- Exhaust Hoods

Plumbing

- Main Backflow Preventer (Includes Domestic and Fire)
- Domestic Water Booster Pumps (1 HP or Greater)
- Sump Pumps
- Domestic Hot Water Heaters (80 Gallons or Greater)
- Hot Water Storage Tanks

Life Safety/Security

- Fire Alarm Panel (Main Panel Only)
- Sprinkler System (System Level)
- Fire Suppression System (Kitchen and IT Based Systems)
- Fire Pump (Main and Jockey Pumps Greater than 1 HP)
- Fire Extinguishers and Automated External Defibrillators (System Level Only)
- Eyewash / Safety Showers (Permanently Installed)

Conveying

- Elevators

Exterior Enclosure

- Overhead Garage Door (Commercial Type Doors Only)
- Garage Door Openers (Commercial Type Openers Only)

Consultant will collect information noted on the equipment identification label when readily accessible, legible, and safe, such as:

1. Manufacturer, Model, and Serial
2. Capacities, Horsepower, and Voltage
3. Location by Building, Space, and Floor
4. Date Placed in Service
5. Asset Photos

Asset photos will be collected for internal Quality Control and Assurance purposes. Photos can be made available to the client at the end of the project via a Share Point site.

Asset will not be turned off, unplugged or moved around in an effort to locate manufacturer data plates. When data plates are not accessible, information will be notated as Unknown unless an identical asset has already been collected.

As part of this effort, our team will visibly inspect and verbally interview staff so that the following information can be provided as well:

- Asset Condition
- Asset Life Cycle, Estimated Remaining Service Life and Estimated Replacement Costs

Items collected as the System Level will be grouped into a single item within the asset inventory so that work can be tracked against it.

Sub Task 3 – Preventive Maintenance Schedules Development and Labor Resource Analysis

Preventive maintenance schedules will be developed and delivered in an Excel spreadsheet format for your use in the CMMS of record.

Services include providing basic set-up and steps are described below:

1. **Schedule Development:** We will generate the industry recommended schedules and corresponding frequencies related to the assets that have been collected as a part of the project.
2. **Review Process:** A teleconference will take place to review the required actions needed for finalization of the planned maintenance actions and selected scheduling sequence. Our technical team will review the planned maintenance schedules with your team and give step by step instructions on how to customize the schedules to fit your organizational needs and capabilities, including the selection of desired frequencies, start dates, schedules and technician designations. Along with the required work activities associated with the varying frequencies, our team will provide the time estimates required to complete these work activities.
3. **Template Delivery:** Upon concurrence of PM schedules, the Excel file will be provided as part of the deliverables. If an existing or identified CMMS system is available, we will work to provide the file in a format to be imported into the designated CMMS.
4. **Labor Resource Requirement Analysis:** A breakdown of the required hours to perform the required planned maintenance and an estimated number of resources needed to support reactive request will be provided. The analysis will include the required hours by labor trade classifications, e.g. HVAC, Electrical, Fire Protection / Life Safety, Conveying and Commercial Kitchen Equipment to perform the industry standard planned maintenance activities.

Task 2 - Asset Tagging

As part of this effort, our team will firmly affix an aluminum metal photo barcode tag to each asset individually collected as part of the asset inventory scope of work.

Task 3 - Parks Fixed Assets Assessment

Our team(s) will evaluate the physical condition by direct observation without disturbing normal operation and estimate the remaining service life for the purposes of renewal forecasting for the park structures and park assets shown below:

1. **Park Structures:** Includes the visual observation for the purpose of documenting current conditions of the park structures. Our teams will evaluate the concession stands, restrooms, shade structures, and pavilions associated with the parks.
2. **Playgrounds:** Includes the visual observation for the purpose of documenting current conditions of playgrounds. Our teams will evaluate the playground equipment for cracking, rusting, splintering, drainage issues within enclosure areas, and other typical deficiencies. This assessment does not take the place of recommended and often required certified safety inspections.
3. **Sports / Play Court Surfaces and Fixed Equipment:** Includes the visual observation for the purpose of documenting current conditions of play court surfaces. Our teams will evaluate the play court surfaces for cracking, heaving or damaged areas, drainage issues, deteriorated court markings, and other typical deficiencies. Additionally, Consultant will observe and assess court netting, goals, fencing, lighting, and other associated fixed assets.
4. **Parking Lots:** Includes the visual observation of for the purpose of documenting current conditions of the parking lots and parking lot lighting. Our teams will evaluate the parking lot surfaces for cracking, heaving or damaged areas, drainage issues, deteriorated pavement markings, and whether lighting is functioning as intended.
5. **Paved Pedestrian Walkways:** Includes the visual observation of for the purpose of documenting current conditions of the paved walkways. Our teams will evaluate the walkway surfaces for cracking, heaving or damaged areas, drainage issues, deteriorated pavement markings, and other deficiencies observed.
6. **Trails:** Includes the visual observation of for the purpose of documenting current conditions of the park trails. Our teams will evaluate the trails for evidence of erosion, root damage, damaged / deteriorated surfaces, drainage issues, and other deficiencies observed.
7. **Pools and Splash Pads:** Includes the visual observation of for the purpose of documenting current conditions of the pool or splash pad. Our teams will evaluate the condition of the pool decking, splash pads surfaces, drainage systems, pool slides, pool plaster, coping, tile, pool mechanical systems and fencing.
8. **Sport Fields and Features:** Includes the visual observation of for the purpose of documenting current conditions of the sport fields and their associated features. Our teams will evaluate the field surfaces, related fencing and gates, scoreboards, lighting systems, dugouts, bleachers, back stops, and scoring booths.
9. **Dog Parks:** Includes the visual observation of for the purpose of documenting current conditions of the dog park. Our teams will evaluate the condition of fencing, benches, shade structures, tables, and other fixed assets within the dog park area.
10. **Irrigation Systems:** Our teams will evaluate the irrigation systems associated with the parks and the sport fields by interviewing essential personnel regarding condition. Consultant will provide asset information related to the controllers for population of the software.
11. **Other Park Assets:** Includes the visual observation of for the purpose of documenting current conditions of park assets. Our teams will evaluate the barbeque grills, picnic tables, benches, lighting systems, trash / recycling cans, main park signage, bike racks, horseshoe

pits, bocce ball courts, drinking fountains, disc golf baskets, skate parks, and exercise stations.

Consultant will collect information noted on the asset identification labels (where present) such as:

- Manufacturer
- Model / Serial Number
- System and Subsystem (Uniformat Level II Classification and Type)
- Quantity and Unit of measure
- Date put in service (if available)
- Lifecycle and Condition
- Remaining useful life and Estimated Replacement Cost
- Barcode Tag Information (Only if Barcode Tagging Services are Purchased)
- Latitude and Longitude Coordinates (Only if Geo-Location Services are Purchased)
- Notes

The Park Facility Condition Assessment includes the following locations:

Park Name
Los Arboles Sports Complex (Leased)
Gloria Jean Tate Park
Teen Center Skate Park
Preston Park
Vince DiMaggio Park
Locke-Paddon Park
Windy Hill Park

C. Deliverables

A summary of the deliverables is outlined below:

1. **Facility Condition Assessment Report** – The assessment findings will be entered into the preferred capital planning software application. A written report explaining the conditions of your facilities will be generated to summarize findings at the portfolio and building levels. Initial reports and spreadsheets submitted to the owner will be considered a draft and subject to review/approval.

Twenty-Year Capital Renewal Schedule – A summary of deferred maintenance items will be generated from the capital planning software providing the priority and cost associated with each need. Also included is a twenty-year capital renewal schedule detailing forecasted needs for each location and overall portfolio.

2. **Excel File – Asset Inventory** – The asset inventory will be delivered in an Excel file format and if an existing CMMS is in place, then we will work to prepare the file in a format to be uploaded into CMMS Software.

3. **Excel File – Preventive Maintenance Schedules** – The PM schedules will be delivered in an Excel file format and if an existing CMMS is in place, then we will work to prepare the file in a format to be uploaded into CMMS Software.
 - a. Labor Resource Requirement Analysis – The labor analysis will be provided in an excel table format and will include a breakdown of the required hours to perform the required planned maintenance and an estimated number of resources needed to support reactive request will be provided. The analysis will include the required hours by labor trade classifications, e.g. HVAC, Electrical, Fire Protection / Life Safety, Conveying and Commercial Kitchen Equipment to perform the industry standard planned maintenance activities.
4. **Excel File – Parks Asset Inventory** – The asset inventory will be delivered in an Excel file format and if an existing CMMS is in place, then we will work to prepare the file in a format to be uploaded into CMMS Software.

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Proposal (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. The exclusions are described below but are not limited to the following:

- a. Unless otherwise specified in Scope of Services, evaluation of current practices, policies, procedures, or personnel for the purposes of performance or other improvements.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Provide client representative(s) for communications and decisions.
2. Provide any information needed to complete the Project not specifically addressed in the Scope of Services.
3. Client shall use best efforts to identify all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a change to the task list.
4. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant.
5. Provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
6. Provide at least a 24-hour notice cancellation if required members for any scheduled meeting cannot attend allowing for cancellation/re-scheduling to keep the project on schedule.
7. Consultant will host any required meetings using online screen sharing software (Webex, Zoom, MS Teams, or similar). The Client is responsible for ensuring remote access for all Client participants.
8. Client is responsible for reviewing all reports and documentation.
9. Any legal representation requiring an attorney at law.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Price	Sourcewell Discount	Fee
1	Facility Condition Assessment	\$18,500.00	3%	\$17,945.00
2	Asset Tagging	\$2,100.00	3%	\$2,037.00
3	Parks Fixed Asset Assessment	\$6,900.00	3%	\$6,693.00
TOTAL				\$26,675.00

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task as accomplished during the billing period. Payment is due upon receipt of invoice.
2. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

G. Acceptance

This agreement is valid 60 days from the date transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Marina. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

CITY OF MARINA

 Digitally signed by Becca Ruffin
Date: 2025.07.18 16:34:41 -04'00'

Signature Date

Signature Date

Becca Ruffin
Name

Name

Product Manager
Title

Title

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

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15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

July 18, 2025

Ismael Hernandez
Public Works Director
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

**RE: Agreement for Professional Services
Asset Management Capital Lifecycle Modeling
Marina, California
Project #25-0078
Sourcewell Purchasing Contract Number: 012524-WHR
<https://www.sourcewell-mn.gov/participating-agency/27263>**

Dear Mr. Hernandez,

WithersRavenel is pleased to provide this Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel



Nick Stephenson
Strategic Sales Executive
nstephenson@withersravenel.com
Telephone: 919.469.3340 Direct: 919.678.3809

Attachment:
Agreement for Professional Services

City of Marina Marina, California Agreement for Professional Services Asset Management Capital Lifecycle Modeling

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Marina and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project site located in Marina, California.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. City of Marina shall be known as the “Client” or “City”.
2. WithersRavenel shall be known as the “Consultant” or “WithersRavenel”;
3. The property and overall project shall be known as the “Project”;
4. The executed proposal shall be known as the “Agreement”.

The Client wishes for a working asset lifecycle model that will support their infrastructure investment planning processes. WithersRavenel will develop this lifecycle model and provide the associated reporting to provide a multi-year strategy to aid in investment decisions. A lifecycle model will be developed for the following asset class(es): Facilities; Parks.

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframes for the basis of the services described in the Scope of Services are shown below.

Milestone	Timeframe
Model Development	8-10 weeks
Reporting Workshop	2, 1-hour sessions
Managed Services	October 2025 - September 2026

1. The estimated timeframes may be impacted by, among other things:
 - a. Timeliness and additional permit and/or plan reviews of review agencies.
 - b. Timeliness and accuracy of information provided by the Client and Client consultants, including missing data or other configuration information required to be available prior to the consulting service.
2. Opportunities to adjust these estimated timeframes may be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.

C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Model Development & Reporting Workshop

Sub-Task 1: Model Development

- A. Consultant will utilize Client data and input to refine the lifecycle model(s) for the asset class(es) described in the Project Description section.
- B. Consultant will provide results of lifecycle model(s) for the identified scoped asset(s).
- C. Consultant will schedule workshops as required for Client to answer questions regarding data, existing processes, or other factors pertaining to the model.

Deliverables

- 1. Consultant will build and optimize the infrastructure model(s) with multiple budget scenarios and treatment options.
- 2. A minimum of three (3) budget scenarios will be built and provided:
 - a. Calibration simulation that illustrates an unlimited budget and where recommended treatments would be applied.
 - b. A budgeted simulation that applies to Client's current budget.
 - c. A recommended budget simulation that will improve the overall health of assets.

Sub-Task 2: Reporting Workshop

- A. Provide a Reporting Workshop along with documentation that reviews the results of the lifecycle model(s) generated and a recommended budget strategy.
- B. Review the asset lifecycle model(s), results, and available reporting.

Deliverables

- 1. Presentation by WithersRavenel's Subject Matter Expert to review lifecycle model results.
- 2. Review of results of the different budget simulations and recommendation of most adequate budget.
- 3. Written or online documentation detailing the results of the different budget scenarios and the recommended budgeted amount to successfully manage assets. **Note: If provided with a PowerBI Dashboard as a reporting deliverable a maximum of two PowerBI licenses will be provided. Additional licenses can be purchased upon request for an additional fee.*

Task 2 - Managed Services

- A. Provide ongoing managed services to continue to support the lifecycle model(s) when infrastructure is added or updated.
- B. Following delivery of the lifecycle model, the Consultant will provide managed services for ongoing support to Client staff to keep the model(s) up to date as infrastructure is added or repaired.
- C. Provide updates on a quarterly basis, with data refreshes and new budget simulations once per year.
- D. Consultant will be available to answer questions regarding the existing model and budget simulations.

Deliverables

- 1. Written or online documentation that details the results of the updated budget scenarios.

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

- a. Unless otherwise specified in Scope of Services, evaluation of current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- b. Troubleshooting any issues related to IT infrastructure, including computer software and/or GIS or other systems.
- c. Migration of data from other systems or locations, unless specified in Scope of Services.
- d. Updating source data.
- e. Exporting data to any other systems or third parties other than those specified in Scope of Services.
- f. Training in model development.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Provide client representative(s) for communications and decisions.
2. Provide any information needed to complete the Project not specifically addressed in the Scope of Services.
3. Determine and assemble data sources to be used in the Model, unless otherwise indicated in this Agreement.
4. Provide access to Subject Matter Experts to answer any questions required by the Consultant related to the data, asset management processes, or financial information.
5. Complete data schema and/or data updates recommended by the Consultant and provide updated data to Consultant.
6. Client shall use best efforts to identify all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a change to the task list.
7. Review the output of the Model.
8. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant.
9. Provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
10. Provide at least a 24-hour notice cancellation if required members for any scheduled meeting cannot attend allowing for cancellation/re-scheduling to keep the project on schedule.
11. Inform Consultant if Managed Services data refreshes change the existing data schema.
12. Consultant will host any required meetings using online screen sharing software (Webex, Zoom, MS Teams, or similar). The Client is responsible for ensuring remote access for all Client participants.
13. Client is responsible for reviewing all reports and documentation.
14. Any legal representation requiring an attorney at law.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee	Multiple Asset & Sourcewell Discount	Price
Facilities				
1	Model Development (one-time fee)	\$12,900	13%	\$11,223.00
2	Managed Services (Oct 2025 – Sept 2026)	\$19,200	13%	\$16,704.00
Parks				
1	Model Development (one-time fee)	\$12,900	13%	\$11,223.00
2	Managed Services (Oct 2025 – Sept 2026)	\$19,200	13%	\$16,704.00
YEAR 1 TOTAL				\$55,854.00
2	Facilities Managed Services (Oct 2026 – Sept 2027)			\$16,704.00
2	Parks Managed Services (Oct 2026 – Sept 2027)			\$16,704.00
YEAR 2 TOTAL				\$33,408.00

Term

The initial managed service term of this Schedule is October 1st, 2025 through September 30th, 2026. After the initial term, this Schedule will automatically renew for a one-year renewal term. Thereafter, this Schedule will continue to be renewed for additional one-year renewal terms, unless either party provides written notice to the other party of its intent to terminate this Schedule at least sixty (60) days in advance of the renewal date. WithersRavenel may adjust the fees for any renewal term by providing Client with notice of such fees for the upcoming term at least ninety (90) days prior to the end of the then-current term.

1. Invoices will be issued monthly, the Model Development task will be billed based on the percentage of completion for the lump sum amount, the Managed Services task will be invoiced at the start of the term for the full lump sum amount. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

G. Acceptance

This agreement is valid 60 days from the date transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Marina. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

CITY OF MARINA

 Digitally signed by Becca Ruffin
Date: 2025.07.18 16:53:49 -04'00'

Signature Date

Signature Date

Becca Ruffin
Name

Name

Product Manager
Title

Title

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

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4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

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8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

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14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

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17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



WithersRavenel
Our People. Your Success.

EXHIBIT II

2025 Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
Construction Project Professional	\$ 160
Construction Manager I	\$ 165
Construction Manager II	\$ 180
Senior Construction Manager	\$ 205
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 230
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Landscape Designer III	\$ 155
Planning Technician	\$ 125
Planner I	\$ 135
Planner II	\$ 155
Planner III	\$ 180
Senior Planner	\$ 190
Project Engineer I	\$ 180
Project Engineer II	\$ 190
Project Engineer III	\$ 210
Senior Project Engineer	\$ 245
Assistant Project Manager	\$ 190
Project Manager I	\$ 210
Senior Project Manager	\$ 230
Resident Project Representative I	\$ 110
Resident Project Representative II	\$ 130
Resident Project Representative III	\$ 145
Senior Resident Project Representative	\$ 155
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 165
Senior Technical Consultant	\$ 270
Client Experience Manager	\$ 245
Director	\$ 265
Principal	\$ 280
Zoning Specialist	\$ 360
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150
Other	
Implementation Consultant	\$ 160
Senior Implementation Consultant	\$ 170

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 180
GIS Specialist	\$ 160
GIS Technician	\$ 105
GIS Analyst I	\$ 130
GIS Analyst II	\$ 145
GIS Project Manager	\$ 180
F&AM Assistant Project Manager	\$ 175
Intern I	\$ 70
Intern II	\$ 95
F&AM Project Consultant I	\$ 130
F&AM Project Consultant II	\$ 140
F&AM Project Consultant III	\$ 145
F&AM Project Consultant IV	\$ 150
F&AM Senior Project Consultant I	\$ 160
F&AM Senior Project Consultant II	\$ 165
F&AM Project Manager	\$ 180
F&AM Principal	\$ 280
F&AM Director	\$ 250
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 125
F&AM Staff Professional III	\$ 165
F&AM Staff Professional IV	\$ 205
F&AM Senior Project Manager	\$ 230
F&AM Senior Technical Consultant	\$ 265
Geomatics	
Geomatics CAD I	\$ 110
Geomatics CAD II	\$ 130
Geomatics CAD III	\$ 145
GIS Survey Technician I	\$ 85
GIS Survey Technician II	\$ 110
GIS Survey Technician III	\$ 130
GIS Survey Lead	\$ 145
Geomatics Project Manager I	\$ 180
Geomatics Project Manager II	\$ 190
Geomatics Project Manager III	\$ 220
Geomatics Project Professional I	\$ 160
Geomatics Project Professional II	\$ 185
Geomatics Principal	\$ 260
Geomatics Remote Sensing Crew I	\$ 230
Geomatics Remote Sensing Crew II	\$ 325
Geomatics Survey Crew I	\$ 165
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 245
Geomatics Senior Manager	\$ 230
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 100
Geomatics Survey Tech III	\$ 130
Geomatics Survey Tech IV	\$ 140
Geomatics Sr. Technical Consultant	\$ 235
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 275

Description	Rate
Environmental	
Environmental Technician I	\$ 90
Environmental Technician II	\$ 105
Environmental Technician III	\$ 110
Environmental Senior Technician	\$ 125
Environmental Project Geologist I	\$ 160
Environmental Project Geologist II	\$ 175
Environmental Project Geologist III	\$ 200
Environmental Senior Project Geologist	\$ 220
Environmental Assistant Project Manager	\$ 175
Environmental Project Manager	\$ 200
Environmental Senior Project Manager	\$ 220
Environmental Director	\$ 250
Environmental Project Engineer I	\$ 160
Environmental Project Engineer II	\$ 175
Environmental Project Engineer III	\$ 200
Environmental Senior Project Engineer	\$ 220
Environmental Principal	\$ 280
Environmental Project Scientist I	\$ 160
Environmental Project Scientist II	\$ 175
Environmental Project Scientist III	\$ 200
Environmental Senior Project Scientist	\$ 220
Environmental Scientist I	\$ 115
Environmental Scientist II	\$ 140
Environmental Scientist III	\$ 150
Environmental Geologist I	\$ 115
Environmental Geologist II	\$ 140
Environmental Geologist III	\$ 150
Environmental Professional I	\$ 115
Environmental Professional II	\$ 140
Environmental Professional III	\$ 150
Environmental Senior Technical Consultant	\$ 245
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 90
Administrative Assistant II	\$ 100
Administrative Assistant III	\$ 110
Marketing Administration I	\$ 100
Marketing Administration II	\$ 130
Director of Marketing	\$ 160
Office Administration	\$ 75
Office Administrator I	\$ 130
Office Administrator II	\$ 135
Office Administrator III	\$ 140
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

**CITY OF MARINA
AGREEMENT FOR PROFESSIONAL SERVICES FACILITY CONDITION
ASSESSMENT**

THIS AGREEMENT is made and entered into on September 15, 2025 by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and WithersRavenel, Inc. 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 to:

Provide professional services for a Citywide Facilities Condition Assessment and Asset Management Capital Lifecycle Modeling, 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 September 15, 2025 and shall expire on December 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 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 October 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 Eighty-Two Thousand Five Hundred and Twenty-Nine Dollars (\$82,529.00) 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 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. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

(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 _____ [Insert name of person who will represent the Contractor] 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 "C" "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

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.]

INSERT EXHIBIT B

Section 3 (a)

- FEE SCHEDULE -

EXHIBIT C - 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.

August 28, 2025

Item No. **13c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 3, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO
WITHERSRAVENEL, INC., CA FOR ENGINEERING AND LAND
SURVEYING SERVICES FOR A CITYWIDE FACILITY CONDITION
ASSESSMENT AND ASSET MANAGEMENT CAPITAL LIFECYCLE
MODELING; 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 WithersRavenel, Inc. for a Citywide Facilities Condition Assessment and Asset Management Capital Lifecycle Modeling beginning September 15, 2025, in an amount not to exceed \$82,529.00.
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 improving its facilities and infrastructure maintenance programs. To support this goal, the City Council unanimously approved Project # APF2319 City Facilities and Parks Maintenance Plan, with a budget of \$100,000, dedicated to developing an improved maintenance plan for city facilities and parks.

Public Works staff have explored options to achieve this, culminating in a partnership with WitherRavenel, a firm specializing in Facility Lifecycle Modeling and predictive maintenance software that projects needs up to 20 years into the future.

ANALYSIS:

WitherRavenel has submitted two proposals: the first is a one-time Facility Condition Assessment for \$26,675 and the second is for Asset Management Capital Lifecycle Modeling which is \$55,854 for the first year with an optional second year at \$33,408. Staff recommends moving forward with an agreement covering both the condition assessment and the first year of modeling for a total of \$82,529, staying within the allocated budget of \$100,000. Deliverables include facility assessments, asset tagging, maintenance schedules, labor resource analyses, and lifecycle models supported by workshops and managed services.

These efforts will generate comprehensive data to inform preventive maintenance, capital repair, and replacement planning, and facilitate long-term budgeting. Inclusion of the second-year modeling would enhance ongoing asset management but requires a budget augmentation of \$15,937.

The procurement of WitherRavenel's services complies with City procurement rules through participation in a purchasing cooperative. The City has exercised this option by utilizing the Sourcewell Purchasing Contract # 012524-WHR, which establishes pre-negotiated terms and pricing for qualified entities, ensuring transparent and competitive procurement processes.

FISCAL IMPACT:

The recommended agreement costs \$82,529, which is within the current fiscal year's budget of \$100,000 for Project # APF2319 City Facilities and Parks Maintenance Plan. Should the City Council choose to approve the second year of asset lifecycle modeling, an additional \$33,408 would be needed, totaling \$115,937. An allocation of an extra \$15,937 from other city funds would be necessary to cover this option. Funding for the initial scope is already budgeted; additional costs would require a separate budget amendment.

EXHIBITS:

Exhibit A – Proposal and Scope of Services – Facility Condition Assessment
Exhibit B – Proposal and Scope of Services – Asset Management Capital Lifecycle Modeling
Exhibit C – Fee Schedule
Exhibit D – WithersRavenel – Draft Professional Services Agreement

Respectfully submitted,

Ismael Hernandez
Public Works Director
City of Marina

Layne Long
City Manager
City of Marina