

RESOLUTION NO. 2019-115

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE ENGINEERING SERVICES FOR THE PROPOSED WIDENING OF IMJIN PARKWAY BETWEEN RESERVATION ROAD AND IMJIN ROAD, AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, in November 2014, City staff submitted a request for Funding Allocation of State Transportation Improvement Program (STIP) funding for the widening of Imjin Parkway from 2 lanes to 4 lanes along with intersection improvements. In June 2015, the City received approval and entered into a Federal Grant agreement for fully funded Preliminary Engineering of the project, and;

WHEREAS, at the regular meeting of October 4, 2016, the City Council adopted Resolution No. 2016-142, Approving agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway in the amount of \$2,173,520, and;

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

WHEREAS, the current project design plans are nearing completion, with final landscaping plans and environmental coordination requiring further consideration, and;

WHEREAS, consultation with the California Department Fish and Wildlife (CDFW) for the project's incidental take permit (ITP) has resulted in an expanded review of the mitigation acreage required for the Project's Mitigation and Monitoring Plan (MMP). As the City investigates adequate acreage for mitigation area, additional environmental consultation is required for field surveying, reporting for the ITP and negotiations with the CDFW, and;

WHEREAS, finalizing the design for landscaping elements along the corridor, requirements from the Mitigation and Monitoring Plan has added additional planting and irrigation layout analysis that expands the current project design scope to finalize landscape design. Additional landscape design revisions require consideration in order to adjust to the final site improvements and conditions, and;

WHEREAS, as the project scope and complexity has grown, the necessity for managing the multiple project disciplines has also expanded past the original proposal scope. The project management aspects of the contract scope have included contract amendments without additional funding requests. But as the project is nearing completion, the City is requesting additional project management support to finalize the review and approval process with Caltrans, the California Transportation Commission (CTC), and through the project bidding process to address any potential addendums to the project package, and;

WHEREAS, the preceding summary of additional engineering and environmental work is required to finalize the project bid set for construction approval by the CTC. Staff has reviewed and recommend for approval the proposed contract amendment of \$179,052.00 for this scope of work which is included as **Exhibit A** for a new amended contract total of \$2,502,884.95, and;

WHEREAS, should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account R46B (#401) Imjin Widening Project.

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

1. Approve Amendment No. 2 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway between Reservation Road and Imjin Road;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of November 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

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

THIS SECOND AMENDMENT (“Second Amendment”) to the Agreement for Engineering Services for the Imjin Parkway Widening Project is made this ____ day of November 2019, by and between the LOCAL AGENCY OF MARINA, a municipal corporation (“LOCAL AGENCY”) and KIMLEY- HORN AND ASSOCIATES, INC., a North Carolina corporation (“CONSULTANT”) registered to do business in California. LOCAL AGENCY and CONSULTANT are sometimes referred to herein collectively as the “Parties.”

Recitals

- A. On November 8, 2016, LOCAL AGENCY and Contractor entered into the Agreement for Engineering Services for the Imjin Parkway Widening Project (the “Agreement”) for CONSULTANT to prepare topographic survey and preliminary engineering to acquire the necessary NEPA and CEQA approvals, and to provide the LOCAL AGENCY with accurate design plans, specifications and cost estimates; and to perform professional and environmental services necessary to prepare all environmental documents, permit applications packages, right of way maps showing rights of way take, and temporary construction easements, project reports, plans specifications, and estimates.
- B. On March 30, 2019, LOCAL AGENCY and Contractor entered into the First Amendment to the Agreement for Engineering Services for the Imjin Parkway Widening Project (the “First Amendment”) for additional design, geotechnical and environmental services to be performed by CONSULTANT and additional compensation in the amount of \$150,312.95 to be furnished by the LOCAL AGENCY.
- C. The Agreement provides it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to include additional services to be performed by CONSULTANT and additional compensation in the amount of \$179,052.00 to be furnished by the LOCAL AGENCY.
- D. The CONSULTANT has prepared a document entitled “Scope and Compensation” with terms for the proposed amendment of the Agreement (attached as “Exhibit 1” to this Second Amendment incorporated herein by reference).
- E. The Parties estimate the plans, specifications and estimates (PS&E) work under the Agreement as amended will be completed by January 30, 2020.
- F. Only the numbered Articles of the Agreement which are being amended are set forth in this Second Amendment.

Terms & Conditions Amended

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

- 1. Exhibit “1” to the Second Amendment is incorporated into the Agreement.
- 2. Article II “Statement of Work” is amended to add the following:

“B. CONSULTANT’s Additional Services

CONSULTANT, and its subconsultants Merrill Morris and WRECO, shall, in addition to the services set forth in Article II Section A, perform the services set forth in Exhibit 1.”

3. Article IV “Performance Period” Section A is amended to read in its entirety

“A. This contract shall go into effect on November 1, 2016, contingent upon approval by LOCAL Agency, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY’S Contract Administrator. The contract shall end on August 31, 2020, unless extended by contract amendment.”

4. Article V “Allowable Costs and Payments” Section H is amended to read in its entirety:

“H. The total amount payable by LOCAL Agency including the fixed fee shall not exceed \$2,502,884.95.”

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

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

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

CITY OF MARINA

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

By: _____
Layne Long
City Manager

By: _____
Name:
Its:

Date: _____ 2019

Date: _____ 2019

(Attestation & Approval follow)

ATTEST: Per Resolution 2019-

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT 1

Scope and Compensation

Kimley-Horn and Associates, Inc.

Fee: \$98,695

Scope:

- Additional time required for meetings and coordination, including up to four (4) in-person meetings
- Additional time required for coordinating with impacted utilities and working through the utility owner's relocation/design processes
- Additional time required for coordinating the environmental mitigation efforts
- Additional time required for project administration efforts
- Additional time for quality control and checking of the project deliverables
- Additional time to complete the 100% plans, specifications, and estimate (100% PS&E)
- Additional Service - **Bidding Support**
 - o Kimley-Horn will provide design support ahead of and during project advertisement by reviewing and responding to contractor inquiries, and preparing addenda, if requested by the City of Marina. This task does not include significant design or plan sheet revisions generated from comments provided by the City's selected Construction Management (CM) firm. If design or plan sheet changes are required, these services can be provided for additional scope and fee.
 - o We assume up to two (2) Kimley-Horn staff will attend a Pre-Bid meeting at the City of Marina offices.
 - o We assume a total of up to 120 hours of effort for this task.

Subconsultant Merrill Morris

Fee: \$22,352

Scope:

- The extended schedule required additional coordination and meeting to initiate updates and conduct progress reviews and conformation.
- Updating 2019 Marina Water District Recycled Water Submittal Requirements for recycled water
- Updating and confirm recycled water service availability, allocation and technical data.
- Additional water demand calculations for the application per additional irrigation zones.
- Develop options for expanding on-site Recycled Water Service (3 points of connection vs 4), system requirements, expansion capabilities, loop main and/or extension from western boundary existing City system.
- Collecting the data and reviewing the protected trees, shrubs species and natural habitat within the expanded tree mitigation areas.
- Documenting existing conditions within the expanded mitigation areas coordinating with WRECO.
- Creating conceptual new tree cluster planting plans to avoid damaging existing habitats coordinating with WRECO.
- Prepare (3) additional sheets each for planting and irrigation plans.
- Update planting plans, notes and legend for expanded mitigation areas (additional 3 sheets).

- Update Irrigation Plans, notes and details for expanded mitigation areas (additional 3 sheets)
- Providing existing tree/shrub protection notes and details.
- Update specification and make addition as necessary for above.
- Updating cost estimate and make addition as necessary for above.
- Additional Service - **Bidding Support**
 - o MMP will provide design support ahead of and during project advertisement by reviewing and responding to contractor inquiries, and preparing addenda, if requested by the City of Marina. This task does not include significant design or plan sheet revisions generated from comments provided by the City's selected Construction Management (CM) firm. If design or plan sheet changes are required, these services can be provided for additional scope and fee.
 - o We assume MMP staff will not attend the Pre-Bid meeting.
 - o We assume a total of up to 30 hours of effort for this task.

Subconsultant WRECO

Fee: \$39,557

Scope:

Task 1. Reinitiate Consultation with USFWS

The additional budget would allow WRECO to prepare a concise memorandum, with mapping, that would be necessary for Caltrans to reinitiate Section 7 consultation with USFWS. Specifically, the documentation would describe the mitigation proposed for Monterey gilia and how it would provide concurrent benefits to Monterey spineflower. The intent of this task is to request the USFWS to nullify the commitments made in the MMP and BO, and accept the mitigation proposal at the landfill site instead. This task would include up to two phone conferences with Caltrans and USFWS; if required, field visits would be performed under Task 2 below. Prior to preparation of the documents, WRECO would need to confirm the acreage of Monterey spineflower within the landfill site with information provided by DDA.

Deliverables:

- Draft Revised Mitigation Proposal (PDF)
- Final Revised Mitigation Proposal (PDF)

Task 2. Conceptual Mitigation Plan for CDFW

The purpose of this task is to obtain preliminary approval of a mitigation plan from the CDFW prior to revising the ITP application. WRECO will review the data provided by DDA. After reviewing the data, WRECO will develop a conceptual mitigation plan to protect occupied and suitable Monterey gilia habitat. WRECO would document the conceptual mitigation plan in a draft technical memorandum. The memorandum would include a revised impact analysis for Monterey gilia as well as identification of a proposed mitigation site, acreage of Monterey gilia populations and unoccupied suitable habitat (i.e., maritime chaparral) within the mitigation site, performance standards/success criteria, monitoring and reporting requirements, and land management practices. WRECO would submit the Draft Conceptual Mitigation Memorandum to the City of Marina and Caltrans for review and comment. WRECO would revise the draft memorandum according to City and Caltrans comments, and the Final Conceptual Mitigation Memorandum would be submitted to CDFW for review and comment. WRECO would address the comments from CDFW on the final memorandum under Task 3 below.

This task includes two site visits to the landfill site, including one site visit with Kimley-Horn, City of Marina, and CDFW.

Deliverables:

- Draft Conceptual Mitigation Memorandum (PDF)
- Final Conceptual Mitigation Memorandum (PDF)

Task 3. Finalize ITP Application

Once comments have been received from CDFW on the Final Conceptual Mitigation Memorandum, WRECO would incorporate the mitigation proposed in the Final Conceptual Mitigation Memorandum as well as comments received from CDFW into the Draft Revised ITP Application. The Draft Revised ITP Application would be submitted to the City for review and comment. WRECO would incorporate the City's comments into the Draft Revised ITP Application. Then, WRECO would submit the Final Revised ITP Application to CDFW.

Deliverables:

- Draft Revised ITP Application (PDF)
- Final Revised ITP Application (PDF and two hard copies)

Task 4. Bid Support

WRECO will assist the City and Kimley-Horn with general coordination and support during the bidding process as necessary in regard to planting or other revegetation/mitigation factors. This task does not include attendance at the pre-bid meeting. This task includes up to 17 hours of effort.

Assumptions for Additional Budget Request and New Scope of Work:

- The City will acquire the landfill site and there will be sufficient acreage to protect Monterey gilia and its habitat as approved by CDFW and USFWS.
- It is assumed for purposes of this scope that the protection of Monterey gilia habitat will provide sufficient mitigation for seaside bird's-eak and Monterey spineflower. WRECO assumes also that given that the City is purchasing and preserving Monterey gilia and Monterey spineflower habitat that seed collection and redistribution required by the MMP and BO will no longer be necessary. However, if it still becomes a requirement, this is a service that WRECO does not provide.
- All information requested from DDA on August 12, 2019, would be provided to WRECO, including habitat mapping in GIS, areas within the landfill site occupied by listed species in GIS (including Monterey gilia and Monterey spineflower), areas along Imjin Parkway occupied by listed species in GIS, and reports/documents/permits pertaining to the proposed mitigation for the Sea Haven Development.
- The landfill site contains sufficient area and populations of special-status species such that all compensatory mitigation that may be required by the USFWS and CDFW would fit on-site. If this is not the case, the City will provide WRECO additional locations suitable for off-site mitigation for the target species.
- The City will provide WRECO with documentation that is adequate to assure CDFW that the City will provide all necessary compensatory mitigation. This is anticipated to include documentation of a conservation easement over the proposed mitigation area, endowment that complies with therequirements of Government Code Sections 65965-

65968, and a land manager (i.e., restoration ecologist) responsible for long-term management and maintenance. WRECO does not provide right-of-way, financial, or land management services.

- The additional budget request and new scope of work do not include any activities related to the establishment of a mitigation bank for special-status species.
- No field studies, botanical surveys, or general biological surveys are included in this scope of work.

Subconsultant WRECO - Optional Services

Fee: \$18,448

Scope:

Task 5. Botanical Surveys

This task would include conducting CDFW- and California Native Plant Society (CNPS)-protocol level botanical surveys within the landfill site.

Task 6. Vegetation Classification and Habitat Mapping

This task would include vegetation classification and habitat mapping within the landfill site.

Assumptions for Optional Tasks:

If field studies are required, it is assumed that the City of Marina would obtain a performance security that would allow the City to obtain an ITP and begin Project construction while finalizing compensatory mitigation proposal over the following 18 months.

- Botanical surveys would be performed over a period of approximately 6 months beginning in March 2020.
- The optional task related to field studies only includes sufficient budget to survey and characterize up to 50 acres of the landfill site. Surveys for other potential mitigation areas not located within the landfill or an area exceeding 50 acres site would trigger the need for a new scope and fee.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 5, 2019

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2019-,
APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN CITY
OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF SALINAS,
CALIFORNIA, TO PROVIDE ENGINEERING SERVICES FOR THE
PROPOSED WIDENING OF IMJIN PARKWAY BETWEEN RESERVATION
ROAD AND IMJIN ROAD, AUTHORIZE THE FINANCE DIRECTOR TO
MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT ON
BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY
THE CITY ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2019-, approving Amendment No. 2 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway between Reservation Road and Imjin Road;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
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BACKGROUND:

In November 2014, City staff submitted a request for Funding Allocation of State Transportation Improvement Program (STIP) funding for the widening of Imjin Parkway from 2 lanes to 4 lanes along with intersection improvements. In June, 2015, the City received approval and entered into a Federal Grant agreement for fully funded Preliminary Engineering of the project.

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ANALYSIS:

The current project design plans are nearing completion, with final landscaping plans and environmental coordination requiring further consideration.

Consultation with the California Department Fish and Wildlife (CDFW) for the project's incidental take permit (ITP) has resulted in an expanded review of the mitigation acreage required for the Project's Mitigation and Monitoring Plan (MMP). As the City investigates adequate acreage for mitigation area, additional environmental consultation is required for field surveying, reporting for the ITP and negotiations with the CDFW.

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As the project scope and complexity has grown, the necessity for managing the multiple project disciplines has also expanded past the original proposal scope. The project management aspects of the contract scope have included contract amendments without additional funding requests. But as the project is nearing completion, the City is requesting additional project management support to finalize the review and approval process with Caltrans, the California Transportation Commission (CTC), and through the project bidding process to address any potential addendums to the project package.

The preceding summary of additional engineering and environmental work is required to finalize the project bid set for construction approval by the CTC. Staff has reviewed and recommend for approval the proposed contract amendment of \$179,052.00 for this scope of work which is included as **Exhibit A** for a new amended contract total of \$2,502,884.95

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account R46B (#401) Imjin Widening Project.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina