

RESOLUTION NO. 2019-124

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA
APPROVING A MEASURE X REGIONAL FUNDING AGREEMENT WITH
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY TO
RECEIVE FUNDING FOR THE MARINA-SALINAS MULTIMODAL
CORRIDOR – IMJIN PARKWAY WIDENING PROJECT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
ON BEHALF OF THE CITY COUNCIL SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY

WHEREAS, The Marina-Salinas Multimodal Corridor project will improve overall mobility for Monterey County residents and visitors by making significant improvements on Imjin Parkway, and;

WHEREAS, On May 16, 2018, the California Transportation Commission awarded \$19 million of Senate Bill 1 (SB1) Grant funds to the Marina – Salinas Multimodal Corridor: Imjin Parkway Project, and;

WHEREAS, the remaining project funding is provided by Measure X funding, development impact fees, State Transportation Improvement Program funds and;

WHEREAS, to receive the Measure X funds, the City of Marina is required to enter into a Baseline Agreement with the Transportation Agency for Monterey County (TAMC).

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

1. Approve a Measure X Regional Funding Agreement with the Transportation Agency for Monterey County (TAMC) to receive funding for the Marina-Salinas Multimodal Corridor – Imjin Parkway Widening Project, and;
2. Authorize the City Manager to execute the agreement on behalf of the City Council subject to final review and approval by the City Attorney, and;

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of November 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O’Connell, Morton

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Delgado

ABSTAIN: COUNCIL MEMBERS: None

Gail Morton, Mayor Pro-Tem

ATTEST:

Anita Sharp, Deputy City Clerk

**REGIONAL FUNDING AGREEMENT
FOR THE CONSTRUCTION PHASE OF THE
MARINA-SALINAS MULTIMODAL CORRIDOR (IMJIN ROAD WIDENING) PROJECT**

This Regional Funding Agreement ("Agreement") is made and entered into on _____ by and between the City of Marina ("Sponsor") and the Transportation Agency for Monterey County ("TAMC"), collectively referred to herein as "Parties," or in the singular, as "Party."

RECITALS

WHEREAS, on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

WHEREAS, Measure X identifies the Marina-Salinas Multimodal Corridor as an eligible use of funds from Measure X revenues; and

WHEREAS, part of the Marina-Salinas Multimodal Corridor requires the widening of Imjin Road in the City of Marina; and

WHEREAS, Sponsor has proposed a manner of widening Imjin Road (hereinafter the "Project") which is more thoroughly described in Exhibit "A," attached hereto; and

WHEREAS, Sponsor certified an EIR for the Project on **February 5, 2019**; and

WHEREAS, Sponsor desires to receive Measure X regional funding from TAMC for the construction phase of the Project; and

WHEREAS, TAMC and Sponsor were awarded Senate Bill 1 Local Partnership Program funds in the amount of \$19,000,000 to assist in the construction of the Project; and

WHEREAS, TAMC is authorized to program funds to the Project in amounts not-to-exceed those shown in the Funding Summary, attached hereto as **Exhibit "D"**; and

WHEREAS, Sponsor is contributing Local Impact Fees and its share of State Transportation Improvement Program funds ("Sponsor Contribution") in the amounts and at the time indicated in the Funding Summary attached as **Exhibit D**; and

WHEREAS, the Parties understand and agree that as between TAMC and Sponsor, any cost savings developed in implementing the Project will be retained by TAMC and may be re-programmed for other eligible projects;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties hereto represent, covenant and agree as follows:

SECTION I

Covenants of Sponsor

1.1. Project Definition. The Project Description and Scope of Work for the Project is attached hereto as Exhibit A. The Project Schedule is attached hereto as Exhibit B. The Project's Estimate of Cost, both as a whole and by activity, is attached hereto as Exhibit C. The anticipated amount and type of funds, and fiscal year of funding, are specified in Exhibit D, Funding Summary. Each of these Exhibits A, B, C, and D are incorporated herein by this reference.

1.2. Change In Project Scope. No change in the Project Description or Scope of Work as described in Exhibit A may be approved or implemented until it has been reviewed and approved by the TAMC Board of Directors as an amendment to Exhibit A. Changes implemented without TAMC approval will not be eligible for reimbursement.

1.3. Eligible Costs. Eligible costs to be reimbursed by TAMC pursuant to this Agreement are those costs directly related to the Project's implementation including final design, specifications, engineering costs, construction and construction management costs (including staff time and costs incurred by the city that are directly related to the Project) as specified in Exhibit C. City overhead costs are not eligible for reimbursement. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs under this Agreement.

1.4. Timing of TAMC Disbursements. TAMC shall issue payments in the form of reimbursements to Sponsor pursuant to a Request for Payment submitted by the Sponsor, as described in Section 1.5. As the Sponsor complies with the procedure set forth in Section 1.5, below, the Sponsor will submit its documentation in a sufficiently timely basis to allow TAMC to review Requests for Payment and to disburse funds directly to Sponsor within a period of fifteen (15) business days. TAMC shall not be responsible for any penalties or charges related to late payments to Sponsor or Sponsor contractors, if TAMC has made a disbursement to the Sponsor within this period, or if TAMC has complied with Section 2.4 ("Suspension of Disbursements) for any invoices/Requests for Payments that are disputed. Sponsor understands that in no event shall payments from TAMC, when aggregated with previously approved reimbursement requests, exceed the amount listed as Total Reimbursable Amount" in Exhibit D.

1.5. Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor will submit to TAMC monthly progress reports and Requests for Payments for activities conducted over the prior unbilled month. These documents will include the following specified information:

1.5.1. Invoices. Sponsor will provide TAMC with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant performing work related to the Project, timecards reflecting hours invoiced for reimbursement by Sponsor's employees and staff, and invoices supporting direct expenses billed to project by Sponsor.

1.5.2. Progress Reports. The monthly progress reports will include a brief description of the status of the Project, including the work completed to date and public outreach efforts. This summary may be included on the invoices submitted to TAMC or be attached to those invoices.

1.5.3. Allocation of Funds as Between Sponsor and TAMC. Each Request for Payment shall allocate requested funds equally between the Sponsor Contribution and TAMC Reimbursable Funds until such time as all of Sponsor's Contribution has been exhausted. That is, for each \$100 invoiced, \$50 shall be paid by Sponsor's Contribution and \$50 from TAMC funds until such time as all of the funds identified in the Funding Summary as "not reimbursable" (i.e., Sponsor's funds) have been used.

1.5.4. Request for Payments. A Request for Payment for an amount not to exceed the total invoice(s) for the prior month, shall accompany the invoices and progress reports. Requests for Payment shall consist of a cover letter stating the time period for which reimbursement is requested, a Progress Report as detailed in section 1.5.2 above, the name of the Project, total amount requested and contact name and telephone number, as well as all invoices and progress reports for which the Sponsor requests reimbursement.

1.6. Use of Funds. Sponsor will expend funds consistent with the Project's Scope of Work described in Exhibit A and Estimate of Cost described in Exhibit C, or approved by TAMC pursuant to Section 1.2. Sponsor shall encumber the funds no later than the Project schedule as listed in Exhibit B.

1.7. Submittal of Documents. Sponsor will provide copies to TAMC of all executed contracts which relate to the Project's Scope of Work, as described in Exhibit A, or approved by TAMC pursuant to Section 1.2. Sponsor will retain records pertaining to the Project for as long as required by law, but not less than a minimum of five (5) years following completion of the Project.

1.8. Completion of Project. Sponsor will be responsible for the timely completion of the Project, including meeting any timely use of funds deadlines, if applicable, set forth in Exhibit B and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the Scope of Work. Any and all costs which exceed the total Project costs eligible for TAMC reimbursement as described herein, shall be the sole responsibility of Sponsor. This provision shall apply in all instances, including situations where a change in scope has been approved by TAMC pursuant to Section 1.2. Responsibility for the timely completion of the Project includes, but is not limited to:

1.8.1 Construction Support. Sponsor is responsible for all construction support work.

1.8.2 Disadvantaged Business Enterprise. Sponsor will include a Disadvantaged Business Enterprise (DBE) utilization goal in the Project construction contract(s) in accordance with the Caltrans Local Assistance Procedures Manual. Sponsor will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.

1.8.3 Construction Bonds. Sponsor will require the construction contractor to furnish payment and performance bonds naming Sponsor as obligee, and TAMC as additional obligee, and to carry liability insurance in accordance with Caltrans Standard Specifications.

1.8.4 Bid Process. Sponsor will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

1.8.5 Bids in Excess of Designated Funding. If the lowest responsible construction contract bid is greater than the funding commitments of TAMC and Sponsor identified in the Funding Summary included with Exhibit B, Parties shall meet and agree in writing on a course of action within fifteen (15) business days. If no agreement is reached within fifteen (15) business days, the Sponsor shall not award the construction contract, and the Parties shall agree to a Mutual Termination pursuant to Section 3.2.1..

1.8.6 Resident Engineer. Sponsor will provide a Resident Engineer and construction support staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

1.8.7 Change Orders. Sponsor will implement changes to the construction contract only through written Change Orders. Through their designated Project Managers, the Parties must review and concur on all Change Orders over \$10,000, as well as all Change Orders that cumulatively amount to \$50,000 or more. Any Change Orders that would cause the estimated Total Project Cost to be exceeded shall require approval of the TAMC Board of Directors.

1.8.8. Notice of Completion. Sponsor will, within 45 calendar days of the Project becoming operable, provide a Notice of Completion to TAMC, which includes final cost, revenues, and schedule of future and completed activities.

1.9. Closure Statement. Within one hundred eighty (180) calendar days following the completion and acceptance of the Project, Sponsor shall furnish TAMC with a document signed by Sponsor that verifies the completion of all obligations included in this Agreement. This letter shall accompany the final invoice/ Request for Payment from the Sponsor.

1.10. Public Outreach. Sponsor will be responsible for the development and administration of a public outreach effort to ensure public awareness and TAMC involvement in the Project development and delivery process. Sponsor will provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public notices, press releases, flyers, etc. to TAMC. The public outreach plan must accompany the first invoice/ Request for Payment from the Sponsor. “Before” and “after” photos of the project must accompany the final invoice for payment from the Sponsor.

1.11. Provision of Signs. Sponsor shall install signs consistent with TAMC’s Project Signs Guidelines and Specifications set forth in Exhibit “E” of this Agreement, attached hereto and incorporated herein by this reference.

1.12. Cost Savings and Excess Costs

1.12.1. Cost Savings. As between Sponsor and TAMC, after the Project has been accepted by Sponsor as complete, any positive difference between the costs, as listed in Exhibit C or approved by TAMC pursuant to Section 1.2, and the total amount paid by TAMC and not returned to the State, shall be considered cost savings. All (100%) of the cost savings will be re-credited to TAMC for re-programming by TAMC on other eligible projects.

1.12.2. Excess Costs. In the event the actual Project cost exceeds the estimates shown in Exhibit C or D, this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amounts identified in Exhibit C as reimbursable project costs.

1.13. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the Project.

SECTION II

Covenants of TAMC

2.1. Funding Commitments. TAMC shall provide funding to Sponsor for eligible Project costs as specified in the Funding Summary included with Exhibit B consistent with the procedures described in Section 1.5.

2.1.1. Deadline to Submit Reimbursement Requests. Requests for Payment shall be submitted to TAMC on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Copies of invoices must be complete and legible, or the Request for Payment will be returned. TAMC shall make payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.2. Late Submittals. If Sponsor fails to submit invoices, documentation or progress reports, as set forth in this agreement, to TAMC in a timely manner, then TAMC may delay the reimbursement payments until the required documentation is provided.

2.1.3. Costs Ineligible for Reimbursement. In addition to any other remedy detailed herein, or otherwise afforded by law, TAMC reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.4. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to 50% of eligible expenditures for each invoice submitted to TAMC until such time as Sponsor's Contribution is exhausted, as specified in Exhibit A and Section 1.5.3, except as provided in 2.2., below.

2.2. Delay or Suspension of Reimbursement Payments. Notwithstanding the reimbursement provisions listed above, if TAMC determines that an invoice includes ineligible costs, lacks adequate supporting documentation, or lacks a progress report, the TAMC Project Manager or Fiscal Officer shall provide the Sponsor with a written dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable. TAMC will delay payment until within 15 days of when the revised invoice or requested documentation is received. If Sponsor disputes the TAMC finding or request, Sponsor may immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth in the Dispute Resolution policies of the Measure X Master Programs Funding Agreement (Article V, Section B).

2.3. Making of Payment Does Not Result In Waiver. TAMC payments pursuant to an approved Request for Payment does not result in a waiver of the right of TAMC to require fulfillment of all terms of this Agreement.

2.4. Right to Conduct Audit. TAMC shall, at TAMC's expense, have the right to conduct an audit of all Sponsors' records pertaining to the Agreement at any time during construction and up to a five (5) year period after completion of the Project. If any irregularities are found as a result of an audit, Sponsor shall reimburse TAMC for the cost of the audit.

SECTION III **Mutual Covenants**

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.15.

3.2. Discharge/Termination. This Agreement shall be subject to discharge as follows:

3.2.1. Termination by Mutual Consent This Agreement may be terminated at any time by mutual consent of the Parties. At the time of any such mutual termination, TAMC shall be obligated to provide funding for only such Requests for Payment as may be outstanding and approved at the time of termination.

3.2.2. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.14, this Agreement shall be discharged, and the Parties shall have no further obligation to each other, upon completion of the Project and submission of the Closure Statement, as set forth in Section 1.9.

3.3. Indemnity. It is mutually understood and agreed, relative to the indemnification of TAMC and Sponsor:

3.3.1. Sponsor shall, to the full extent permitted by law, fully defend, indemnify and hold harmless TAMC, its Board and Directors, and any officer, agent, or employee of TAMC, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold TAMC, its Board and Directors, its officers, agency and employees, harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor or funded by Sponsor under this Agreement.

3.3.2. TAMC shall, to the full extent permitted by law, fully defend, indemnify and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under the Agreement.

3.4. Liability. As TAMC is only providing certain funds, and not the primary or responsible agency for carrying out the Project herein identified, TAMC is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts

or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall TAMC be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of TAMC's provision of funds which may be utilized in, but not limited to the acquisition of, the design, implementation, or construction of the Project herein described.

3.5 Contract Administrators. Sponsor's designated principal responsible for administering Sponsor's work under this Agreement shall be Brian McMinn, Project Manager; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be Michael Zeller.

3.6 Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TAMC
Debra L. Hale
Executive Director
55B Plaza Circle
Salinas, California 93901

SPONSOR
Layne Long
City Manager
211 Hillcrest
Marina, California, 93933

Either Party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.6 All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.7. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.8. Integration. This Agreement, together with the NAME OF AGREEMENT WITH STATE, represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.9. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.10. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and TAMC is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of TAMC and none of TAMC's agents or employees shall be agents or employees of Sponsor.

3.11. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.12. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of TAMC or Sponsor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.13. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.14. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by the Parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

3.15. Survival. The following provisions in this Agreement shall survive discharge:

3.15.1. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.15.2. TAMC. As to TAMC, the following section shall survive discharge: Section 2.3 (right to conduct audit).

3.15.3. Both Parties. As to both Parties, the following section shall survive discharge: Section 3.3. (indemnity) and Section 3.4 (Liability), until the expiration of all relevant statutes of limitations.

3.16. Limitation. All obligations of TAMC under the terms of this Agreement are expressly contingent upon TAMC's continued authorization to administer the reimbursable funds identified in the Funding Summary included with Exhibit A. If for any reason, TAMC's right or ability to collect or expend such funds are terminated or suspended in whole or part so that it materially affects TAMC's ability to fund the Project, TAMC shall promptly notify Sponsor, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this Project or any other project or projects of Sponsor, not already specifically covered by a separate Agreement, shall arise only upon execution of a new Agreement.

3.17. Time. Time is and shall be of the essence of this Agreement and each of its provisions in which performance is a factor.

3.18. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.19. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

3.20. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.21. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.22. No Rights in Third-Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies on any third-party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party to any Party to this Agreement, nor shall any provision of this Agreement give any third-party any right of subrogation or action over or against any Party to this Agreement.

3.23. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

TRANSPORTATION AGENCY FOR
MONTEREY COUNTY:

CITY OF MARINA

By: _____
Layne Long
City Manager

By: _____
Debra L. Hale
Executive Director

APPROVED AS TO FORM:

By: _____
(Name)
City Attorney

By: _____
Kay Reimann
TAMC Counsel

EXHIBIT A

PROJECT DESCRIPTION & SCOPE OF WORK

Project Name: Marina-Salinas Multimodal Corridor Project – Imjin Road Widening Segment

Project Contact: Layne Long, City Manager, City of Marina

Project Manager: Brian McMinn, Public Works Director, City of Marina

PROJECT DESCRIPTION

Responsible Agency: City of Marina

Project Limits: Imjin Parkway between Reservation Road and Imjin Road

Project Phase:

- ☐ Phase 1 – Preliminary Engineering (Includes Environmental and Preliminary Design/Engineering)
- ☐ Phase 2 – Right-of-Way Acquisition
- ☒ Phase 3 – Construction (Includes Project Construction & Construction Management)

The project includes roundabouts at the Imjin Road, Marina Heights and Preston Drive intersections on Imjin Parkway, widening a 1.8-mile stretch of Imjin Road from two to four lanes, and adding buffered bicycle lanes and a raised median. Intersections at Abrams Drive and Reservation Road will also be upgraded to meet future traffic demand.

Project Purpose:

This project will provide a transit, bicycle, pedestrian and auto corridor that will connect Salinas to Marina and California State University Monterey Bay. Features of the project will include new travel lanes, bicycle facilities, sidewalks, transit stops/shelters, transit prioritization at signalized intersections.

Transportation Benefit:

Reduced travel times between Salinas and the Peninsula; Improves safety for all travelers; Creates a more comfortable regional bicycle route; Improves pedestrian safety in the corridor

EXHIBIT B

PROJECT SCHEDULE

[TO BE PROVIDED BY CONTRACTOR]

EXHIBIT C

PROJECT COST ESTIMATE (OCT. 2019)

Item	Description	Estimated Quantity	Unit	Unit Price	Total	MCWD
Roadway						
1	MOBILIZATION	1	LS	\$2,200,000.00	\$2,200,000	
2	PROGRESS SCHEDULE (CRITICAL PATH)	1	LS	\$15,000.00	\$15,000	
3	FURNISH RESIDENT ENGINEER OFFICE	1	LS	\$100,000.00	\$100,000	
4	MUNITIONS SAFETY AND AWARENESS TRAINING	1	LS	\$10,000.00	\$10,000	
5	CONTRACTOR POTHOLING	25	EA	\$1,500.00	\$37,500	
6	CONSTRUCTION STAKING	1	LS	\$100,000.00	\$100,000	
7	PREPARE WATER POLLUTION CONTROL PROGRAM	1	LS	\$150,000.00	\$150,000	
8	RAIN EVENT ACTION PLAN	80	EA	\$500.00	\$40,000	
9	STORM WATER SAMPLING AND ANALYSIS DAY	24	EA	\$1,200.00	\$28,800	
10	STORM WATER ANNUAL REPORT	2	EA	\$2,000.00	\$4,000	
11	CONSTRUCTION AREA SIGNS	1	LS	\$45,000.00	\$45,000	
12	TRAFFIC CONTROL SYSTEM	1	LS	\$500,000.00	\$500,000	
13	TEMPORARY ROAD PAVING	95,350	SF	\$7.50	\$715,125	
14	TYPE III BARRICADE	60	EA	\$85.00	\$5,100	
15	FLASHING ARROW BOARD	5	EA	\$4,000.00	\$20,000	
16	CHANNELIZER (SURFACE MOUNTED)	426	EA	\$40.00	\$17,040	
17	PORTABLE CHANGEABLE MESSAGE SIGN	6	EA	\$8,000.00	\$48,000	
18	TEMPORARY RAILING (TYPE K)	19,080	LF	\$25.00	\$477,000	
19	CRASH CUSHION (IN-LINE)	35	EA	\$4,000.00	\$140,000	
20	TEMPORARY FENCE (TYPE ESA/WILDLIFE EXCLUSION)	20,920	LF	\$12.00	\$251,040	
21	FIBER ROLLS	30,045	LF	\$10.00	\$300,450	
22	HYDROSEED	648,630	SF	\$0.12	\$77,836	
23	CLEARING AND GRUBBING	1	LS	\$300,000.00	\$300,000	
24	REMOVE TREE (F)	391	EA	\$1,500.00	\$586,500	
25	ROADWAY EXCAVATION (F)	97,000	CY	\$35.00	\$3,395,000	
26	STRUCTURE EXCAVATION (RETAINING WALL) (F)	3,310	CY	\$135.00	\$446,850	
27	STRUCTURE EXCAVATION (SOUND WALL) (F)	1,265	CY	\$135.00	\$170,775	
28	REMOVE GUARDRAIL	1,250	LF	\$15.00	\$18,750	
29	REMOVE MASONRY BLOCK WALL	85	LF	\$8.00	\$680	
30	REMOVE CHAIN LINK FENCE	860	LF	\$5.00	\$4,300	
31	REMOVE INLET	4	EA	\$1,000.00	\$4,000	
32	REMOVE STORM DRAIN LINE	230	LF	\$20.00	\$4,600	
33	RELOCATE FIRE HYDRANT	1	EA	\$2,500.00	\$2,500	
34	RELOCATE MAILBOX	1	EA	\$2,000.00	\$2,000	
35	REMOVE FLAG POLE FOUNDATION	1	EA	\$1,500.00	\$1,500	
36	REMOVE TRAFFIC SIGNAL STANDARD FOUNDATION	22	EA	\$2,500.00	\$55,000	
37	REMOVE AND DISPOSE TRAFFIC SIGNAL EQUIPMENT	1	LS	\$40,000.00	\$40,000	
38	SALVAGE TRAFFIC SIGNAL POLE	17	EA	\$1,000.00	\$17,000	
39	SALVAGE STREET LIGHT AND REMOVE FOUNDATION	8	EA	\$1,000.00	\$8,000	
40	SALVAGE PRESTON PARK ENTRY MONUMENTS	1	LS	\$5,000.00	\$5,000	
41	SALVAGE ROADSIDE SIGN	120	EA	\$200.00	\$24,000	
42	AGGREGATE BASE (CLASS II)	23,716	CY	\$80.00	\$1,897,280	
43	HOT MIX ASPHALT (TYPE A)	22,695	TON	\$120.00	\$2,723,400	
44	PLACE HOT MIX ASPHALT DIKE (TYPE A)	12,032	LF	\$3.00	\$36,096	
45	BIAXIAL GEOGRID	72,192	SY	\$3.00	\$216,576	
46	8" REDWOOD HEADER BOARD	12,032	LF	\$7.00	\$84,224	
47	STRUCTURAL CONCRETE (RETAINING WALL) (TYPE1 CASE 2)	1,540	CY	\$1,000.00	\$1,540,000	
48	SOUND WALL (MASONRY BLOCK)	5,264	SF	\$35.00	\$184,240	
49	BAR REINFORCING STEEL (RETAINING WALL)	89,175	LB	\$1.30	\$115,927	
50	BAR REINFORCING STEEL (SOUND WALL)	16,772	LB	\$1.30	\$21,804	
51	BAR REINFORCING STEEL (ROUNDAABOUT ART FOUNDATION)	6,807	LB	\$1.30	\$8,849	
52	STRUCTURE BACKFILL (RETAINING WALL)	4,015	CY	\$140.00	\$562,100	
53	STRUCTURE BACKFILL (SOUND WALL)	200	CY	\$140.00	\$28,000	
54	ANTI-GRAFFITI COATING	13,911	SF	\$1.00	\$13,911	
55	CLASS 2 PERMEABLE MATERIAL (F)	2,515	CY	\$90.00	\$226,350	
56	BIOTREATMENT SOIL MIX (BSM) (F)	4,250	CY	\$200.00	\$850,000	
57	MINOR CONCRETE (ART FOOTING)	53	CY	\$1,000.00	\$53,000	
58	MINOR CONCRETE (SOUND WALL FOOTING)	94	CY	\$1,000.00	\$94,000	
59	MINOR CONCRETE (ISLAND PAVING)	12,675	SF	\$12.00	\$152,100	
60	MINOR CONCRETE (MEDIAN CURB) (TYPE B)	18,376	LF	\$35.00	\$643,160	
61	MINOR CONCRETE (MEDIAN CURB) (TYPE B WITH GUTTER)	2,292	LF	\$45.00	\$103,140	
62	MINOR CONCRETE (CURB AND GUTTER) (TYPE C)	8,396	LF	\$55.00	\$461,780	
63	MINOR CONCRETE (MOUNTABLE CURB)	1,233	LF	\$50.00	\$61,650	
64	MINOR CONCRETE (RETAINING CURB)	54	LF	\$45.00	\$2,430	
65	MINOR CONCRETE (SIDEWALK)	67,452	SF	\$12.00	\$809,424	
66	MINOR CONCRETE (CROSS GUTTER)	1,255	SF	\$18.00	\$22,590	
67	MINOR CONCRETE (TRUCK APRON)	253	CY	\$1,000.00	\$253,000	
68	MINOR CONCRETE (BUS PAD)	187	CY	\$1,000.00	\$187,000	
69	MINOR CONCRETE (DRIVEWAY APPROACH)	3,275	SF	\$18.00	\$58,950	

70	MINOR CONCRETE (MAIL BOX PAD)	16	SF	\$12.00	\$192	
71	CABLE RAILING	897	LF	\$20.00	\$17,940	
72	CHAIN LINK FENCE (TYPE CL-8) W/3 LINES OF BARBED WIRE ON TOP	720	LF	\$35.00	\$25,200	
73	RELOCATE SLIDING GATE AND OPERATOR	1	EA	\$2,000.00	\$2,000	
74	RELOCATE PEDESTRIAN ACCESS GATE	1	EA	\$1,500.00	\$1,500	
75	PEDESTRIAN BARRICADE	2	EA	\$1,000.00	\$2,000	
76	ROADSIDE SIGN - ONE POST	100	EA	\$300.00	\$30,000	
77	BUS STOP AMENITIES (FURNISHED BY OTHERS)	1	LS	\$2,000.00	\$2,000	
78	REMOVABLE BOLLARD	11	EA	\$2,500.00	\$27,500	
79	RIP RAP (CHECK DAM)	580	CY	\$180.00	\$104,400	
80	RIP RAP (CURB CUTS)	50	CY	\$180.00	\$9,000	
81	RIP RAP (SD OUTFALL)	62	CY	\$180.00	\$11,160	
82	THERMOPLASTIC TRAFFIC STRIPE (6" WHITE)	2,345	LF	\$2.50	\$5,863	
83	THERMOPLASTIC TRAFFIC STRIPE (12" WHITE)	876	LF	\$5.00	\$4,380	
84	THERMOPLASTIC TRAFFIC STRIPE (12" DASHED WHITE)	644	LF	\$3.00	\$1,932	
85	DETAIL 9 (THERMOPLASTIC)	13,512	LF	\$2.00	\$27,024	
86	DETAIL 21 (THERMOPLASTIC)	55	LF	\$5.00	\$275	
87	DETAIL 24 (THERMOPLASTIC)	8,854	LF	\$2.50	\$22,135	
88	DETAIL 27B (THERMOPLASTIC)	1,657	LF	\$2.50	\$4,143	
89	DETAIL 32 (THERMOPLASTIC)	733	LF	\$2.50	\$1,833	
90	DETAIL 37B (THERMOPLASTIC)	270	LF	\$2.00	\$540	
91	DETAIL 38 (THERMOPLASTIC)	5,476	LF	\$5.00	\$27,380	
92	DETAIL 38A (THERMOPLASTIC)	2,282	LF	\$3.50	\$7,987	
93	DETAIL 39 (THERMOPLASTIC)	26,601	LF	\$2.00	\$53,202	
94	DETAIL 39A (THERMOPLASTIC)	2,165	LF	\$1.00	\$2,165	
95	DETAIL 40 (THERMOPLASTIC)	464	LF	\$1.00	\$464	
96	THERMOPLASTIC PAVEMENT MARKING (WHITE)	3,686	SF	\$5.00	\$18,430	
97	PAVEMENT MARKING (GREEN) (METHYL METHACRYLATE)	730	SF	\$16.00	\$11,680	
Utilities and Drainage						
98	ADJUST USACE VAULT TO GRADE	3	EA	\$4,000.00	\$12,000	
99	ADJUST USACE MONITORING WELL LID TO GRADE	2	EA	\$6,000.00	\$12,000	
100	ADJUST USACE LOW POINT/LEAK DETECTION VAULT TO GRADE	1	EA	\$8,000.00	\$8,000	
101	RELOCATE USACE LOW POINT LEAK DETECTION FACILITY	1	EA	\$20,000.00	\$20,000	
102	ADJUST SS MANHOLE TO GRADE (MCWD)	2	EA	\$5,000.00	\$10,000	
103	ADJUST WATER VALVE COVER TO GRADE	2	EA	\$1,000.00	\$2,000	
104	2" WATER METER (IRRIGATION SYSTEM)	3	EA	\$7,500.00	\$22,500	
105	6" C900 PVC SEWER FORCEMAIN PIPE	931	LF	\$180.00	\$167,580	
106	8" C900 PVC SEWER FORCEMAIN PIPE	522	LF	\$200.00	\$104,400	
107	10" C900 PVC SEWER FORCEMAIN PIPE	903	LF	\$220.00	\$198,660	
108	15" C900 PVC SEWER PIPE	100	LF	\$120.00	\$12,000	
109	SEWER MANHOLE	1	EA	\$11,200.00	\$11,200	
110	8" PVC - 45 DEGREE BEND	2	EA	\$500.00	\$1,000	
111	TEMPORARY CAP	4	EA	\$1,500.00	\$6,000	
112	STORM DRAIN MANHOLE	8	EA	\$12,500.00	\$100,000	
113	TYPE A CATCH BASIN	10	EA	\$10,000.00	\$100,000	
114	24" SQUARE PRECAST DRAIN INLET	8	EA	\$5,000.00	\$40,000	
115	12" HDPE ADS N-12 STORM DRAIN PIPE	668	LF	\$90.00	\$60,120	
116	18" HDPE ADS N-12 STORM DRAIN PIPE	1,904	LF	\$110.00	\$209,440	
117	ADJUST EXISTING SD MANHOLE TO GRADE	1	EA	\$2,500.00	\$2,500	
118	INSTALL PIPE CULVERT HEADWALL	3	EA	\$15,000.00	\$45,000	
119	CONNECTION OF SD PIPE TO EXISTING CATCH BASIN	1	EA	\$2,500.00	\$2,500	
MCWD Utilities (Water)						
120	12" WATER LINE	2,775	LF	\$175.00	\$485,625	\$485,625
121	12" RECYCLED WATER LINE	4,376	LF	\$175.00	\$765,800	\$765,800
122	12" WATER TEE WITH THRUST BLOCK	1	EA	\$6,500.00	\$6,500	\$6,500
123	GATE VALVE	5	EA	\$3,500.00	\$17,500	\$17,500
124	PIPE BEND WITH THRUST BLOCK (VERTICAL & HORIZONTAL)	29	EA	\$500.00	\$14,500	\$14,500
125	AIR RELEASE VALVE	2	EA	\$7,500.00	\$15,000	\$15,000
126	6" SLURRY BACKFILL PIPE PROTECTION	1	EA	\$2,500.00	\$2,500	\$2,500
127	CONNECTION TO EXISTING WATERLINE	4	EA	\$10,000.00	\$40,000	\$40,000
Landscaping						
128	PLANTING	1	LS	\$726,050.00	\$726,050	
129	IRRIGATION	1	LS	\$607,500.00	\$607,500	
130	PLANT ESTABLISHMENT PERIOD (365 DAYS)	1	LS	\$40,000.00	\$40,000	
131	IRRIGATION AND LANDSCAPING 3-YEARS MAINTENANCE CONTRACT	1	LS	\$60,000.00	\$60,000	
132	ROUNDABOUT ART (H=8')	16	EA	\$30,000.00	\$480,000	
133	ROUNDABOUT ART (H=10')	7	EA	\$40,000.00	\$280,000	
134	ROUNDABOUT ART (H=12')	9	EA	\$50,000.00	\$450,000	
135	DOLPHIN ART	4	EA	\$8,000.00	\$32,000	
136	BUCKWHEAT RELOCATION AND SEEDING	1	LS	\$5,000.00	\$5,000	
Electrical						
137	STREET LIGHTING SYSTEM	1	LS	\$1,981,650.00	\$1,981,650	
Traffic Signal						
138	RRFB ASSEMBLY (POLE, FOUNDATION, SIGNS, RRFB SYSTEM, PPB, CONTROLLER, CONDUIT)	1	LS	\$342,000.00	\$342,000	
139	TRAFFIC SIGNAL MODIFICATIONS AT RESERVATION ROAD	1	LS	\$32,500.00	\$32,500	

	Total	MCWD
Construction Subtotal	\$29,732,675	\$1,347,425
Construction Subtotal (not including MCWD)	\$28,385,250	
Contingency @ 10%	\$2,838,525	\$134,743
TOTAL CONSTRUCTION COST	\$31,223,775	\$1,482,168
TOTAL CONSTRUCTION COST (Escalated 5% to 2020 \$'s, ROUNDED)	\$32,800,000	\$1,600,000
Right-of-Way Acquisition (Estimated)	\$66,195	
Environmental Mitigation (Estimated)	\$725,000	
Construction Management @ 15 %	\$4,257,767	\$202,114
DSDC @1.5%	\$425,779	\$20,211
City Administration @ 0.75%	\$212,889	\$10,106
TOTAL CONTRACT COST	\$36,911,425	\$1,832,431
TOTAL CONTRACT COST (Escalated 5% to 2020 \$'s, ROUNDED)	\$38,800,000	\$2,000,000

EXHIBIT D

FUNDING SUMMARY

<u>Project Phase</u>	<u>Fund Source</u>	<u>Fiscal Year</u>	<u>Amount</u>	<u>Agency</u>	<u>Reimbursable Under This Agreement?</u>	<u>Funding Secured?</u>
CON	Measure X	2019/20	\$17,000,000	TAMC	Yes	Yes
CON	Senate Bill 1 Local Partnership Program	2019/20	\$19,000,000	Marina	No	Yes
CON	Local Impact Fees	2019/20	\$2,000,000	Marina	No	Yes
CON	State Transportation Improvement Program	2019/20	\$1,100,000	Marina	No	Yes
Total Reimbursable Amount:			\$17,000,000			
City of Marina's Share:			\$22,100,000			
Total Project Cost:			\$39,100,000			

EXHIBIT E

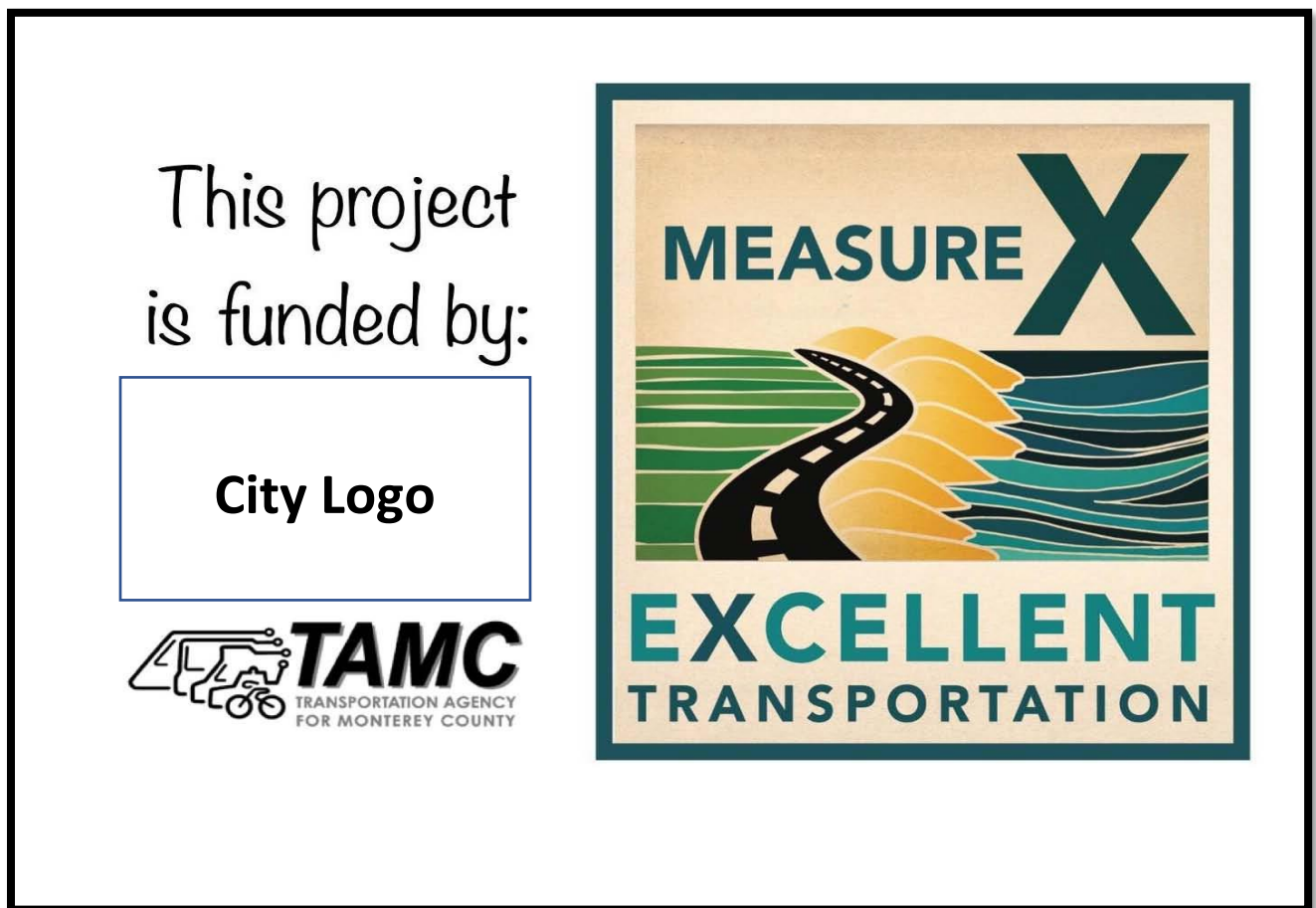
PROJECT SIGNS

The Sponsor shall install project signs per measurements below that include the project title, TAMC logo, and project sponsor logo. If the project is funded with Measure X or Senate Bill 1 funds, the sign shall also include logos for those funding programs.

The signs will be posted for the duration of the project construction.

Construction signs should be 36'' by 24''.

- Long-term project signs should be mounted on posts.
- Short-term project signs can be mounted on barricades.



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 19, 2019

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2019-,
APPROVING A MEASURE X REGIONAL FUNDING AGREEMENT
WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
TO RECEIVE FUNDING FOR THE MARINA-SALINAS MULTIMODAL
CORRIDOR – IMJIN PARKWAY WIDENING PROJECT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT ON BEHALF OF THE CITY COUNCIL SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider

1. Adopting Resolution No. 2019-, approving a Measure X Regional Funding Agreement with the Transportation Agency for Monterey County (TAMC) to receive funding for the Marina-Salinas Multimodal Corridor-Imjin Parkway Widening Project, and;
2. Authorize the City Manager to execute the agreement on behalf of the City Council subject to final review and approval by the City Attorney.

BACKGROUND:

On May 16, 2018, the California Transportation Commission awarded \$19 million of Senate Bill 1 (SB1) Grant funds to the Marina – Salinas Multimodal Corridor: Imjin Parkway Project. TAMC submitted the grant application for the project in partnership with the City of Marina.

TAMC's ability to compete for these funds was made possible by the passage of Measure X, the 3/8 of a percent transportation sales tax approved by Monterey County voters in 2016. By having this local source of transportation funding, TAMC successfully leveraged \$17 million in Measure X funding and \$2 million in City of Marina impact fees for the additional \$19 million from the SB 1 Local Partnership Program. The \$19 million represents 44% of the total project costs.

ANALYSIS:

The Marina-Salinas Multimodal Corridor project will improve overall mobility for Monterey County residents and visitors by making significant improvements on Imjin Parkway. The project on this major route for traveling between the Monterey Peninsula and the Salinas Valley will widen Imjin Parkway to 4 lanes for its entire length, with a new bicycle path and sidewalks, and roundabouts at key intersections. The result will ease congestion and serve all users on the corridor.

To receive the Measure X funds, the City of Marina is required to enter into a Baseline Agreement with TAMC (**EXHIBIT A**). The agreement sets forth the agreed upon expected benefits, project scope, schedule, and cost. The agreement also identifies the agency responsible for meeting the reporting requirements and implementing the project. In this case, TAMC is the administrator of the Measure X funds, and the City of Marina will be the project sponsor responsible for implementation and reporting.

The Marina-Salinas Multimodal Corridor: Imjin Parkway Widening project is expected to start construction in Spring 2019.

FISCAL IMPACT:

The total construction cost for the project is \$39 million, funded with \$19 million from the Local Partnership Program competitive grant; \$17 million from Measure X; and \$2 million from local developer fees, and approximately \$1 million in remaining State Transportation Improvement Program funds.

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