



AGENDA

Friday, August 21, 2020

6:00 P.M. Closed Session

6:30 P.M. Open Session

**ADJOURNED REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#__" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

1. CALL TO ORDER 
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative..*
 - a. Conference with Legal Counsel, anticipated litigation – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code Section 54956.9: two potential case
 - b. Real Property Negotiations
 - i. ~~Property: Marina Equestrian Center, Consisting of approximately 27.235 acres~~
~~Negotiating Party: Marina Equestrian Association~~
~~Property Negotiator: City Manager~~
~~Terms: Price and Terms~~
 - ii. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
Property Negotiator: City Manager
Terms: Price and Terms
 - iii. Property: Marina Municipal Airport, South Tarmac, APN 031-112-002, a portion
Negotiating Party: Joby Aero Inc
Property Negotiator: City Manager
Terms: Price and Terms

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

~~4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)~~

~~5. SPECIAL PRESENTATIONS:~~

~~a. Monterey-Salinas Transit Board Presentation~~

~~b. Recreation Announcements~~

~~6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.~~

~~7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.~~

~~8. CONSENT AGENDA: Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.~~

~~a. ACCOUNTS PAYABLE:~~

- ~~(1) Accounts Payable Check Numbers 95658-95778, totaling \$1,715,308.58
Accounts Payable Successor Agency Check Number 52 totaling \$318.28
Wire transfers from Checking and Payroll for June 2020, totaling \$960,652.98~~

~~b. MINUTES:~~

- ~~(1) June 23, 2020, Adjourned Regular City Council Meeting~~

~~c. CLAIMS AGAINST THE CITY: None~~

~~d. AWARD OF BID: None~~

~~e. CALL FOR BIDS: None~~

~~f. ADOPTION OF RESOLUTIONS:~~

- ~~(1) City Council consider adopting Resolution No. 2020, declaring growing weeds, rubbish and/or refuse accumulations upon certain specified private property parcels to be public nuisances; authorize notice to abate such nuisances; set public hearing date of Tuesday, September 1, 2020, to receive objections to abate such weeds, rubbish and/or refuse; set public hearing on or after Tuesday, October 6, 2020, to confirm any assessment of costs for weed abatement to be levied against any parcel not in compliance, and; direct filing of such levy with Monterey County Auditor-Controller's Office.~~

~~g. APPROVAL OF AGREEMENTS~~

- ~~(1) City Council consider adopting Resolution No. 2020 , approving advertising and call for bids for the City of Marina Municipal Improvements On-Call Contract 2020; and, accepting the Specifications.~~

~~h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:~~

- ~~(1) City Council consider adopting Resolution No. 2020 , accepting the 2019 Citywide Street Repair Project, and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.~~

~~i. MAPS: None~~

~~j. REPORTS: (RECEIVE AND FILE):~~

- ~~(1) Monterey Salinas Transit August 10, 2020 Board Meeting Highlights~~

~~k. FUNDING & BUDGET MATTERS: None~~

~~l. APPROVE ORDINANCES (WAIVE SECOND READING): None~~

~~m. APPROVE APPOINTMENTS: None~~

~~9. PUBLIC HEARINGS:~~

- ~~a. City Council consider opening a public hearing, and; consider introducing an ordinance for first reading by title only deleting Municipal Code, Title 8, Chapter 8.24 "Security and Fire Alarm Systems," and replacing it with new Chapter 8.24 "Alarm Systems"~~
- ~~b. City Council adopting Resolution No. 2020 , approving Updated Cannabis Business fees in accordance with the 2018 Voter Approved City of Marina Commercial Cannabis Business Activities Ordinance; and authorizing Finance Director to update the City wide fee schedule accordingly.~~

~~10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.~~

11. OTHER ACTION ITEMS: Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- ~~a. City Council consider adopting Resolution No. 2020 , approving the process to fill council seat vacancy~~
- b. City Council consider adopting Resolution No. 2020-, awarding the Base Bid and Additive Alternate Bid for the Stockade Complex Hazardous Material Abatement and Building Removal Project to Resource Environmental Inc. of Long Beach, California in the amount of \$1,165,000, and, authorizing the City Manager or designee to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and, appropriating \$2,050,000 in funds received from the former Fort Ord reuse Authority to the stockade removal project (project #HSF2101), and, authorizing Finance Director to make necessary accounting and budgetary entries.

- c. City Council consider adopting Resolution No. 2020-, approving Amendment No. 1 to the On-call Construction Management and Inspection Services between the City of Marina and Wallace Group, Inc. to increase the annual contract limit to \$600, 000 per fiscal year; and authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.
- d. City Council consider adopting Resolution No. 2020-, receiving a presentation & providing comments on the Del Monte Boulevard Extension and Patton Parkway Connection Project.

12. **COUNCIL & STAFF INFORMATIONAL REPORTS:**

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.
- c. Covid-19 Update

13. **ADJOURNMENT:**

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing Adjourned Regular City Council meeting agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Wednesday, August 19, 2020.

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the City Clerk's Office during regular office hours and in a 'Supplemental Binder' at the meeting.

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

*ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. to request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org. requests must be made at least **48 hours** in advance of the meeting.*

Upcoming 2020 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, September 1, 2020
Tuesday, September 15, 2020

***** Wednesday, November 4, 2020**
Tuesday, November 17, 2020

Tuesday, October 6, 2020
Tuesday, October 20, 2020

Tuesday, December 1, 2020
Tuesday, December 15, 2020

* Regular Meeting rescheduled due to Monday Holiday

*** Regular Meeting rescheduled due to General Election Day

NOTE: Regular Meeting dates may be rescheduled by City Council only.

CITY HALL 2020 HOLIDAYS (City Hall Closed)

Labor Day -----Monday, September 7, 2020
Veterans Day ----- Wednesday, November 11, 2020
Thanksgiving Day ----- Thursday, November 26, 2020
Thanksgiving Break -----Friday, November 27, 2020
Winter Break -----Thursday, December 24, 2020-Thursday, December 31, 2020

2020 COMMISSION DATES

Upcoming 2020 Meetings of Design Review Board
3rd Wednesday of every month. Meetings are held at the Council Chambers at 6:30 P.M
** = Change in location due to conflict with Council meeting

August 19, 2020
September 16, 2020

October 21, 2020

November 18, 2020
December 16, 2020

Upcoming 2020 Meetings of Economic Development Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 4:00 P.M.

August 20, 2020 (Cancelled)
September 17, 2020 (Cancelled)

October 15, 2020 (Cancelled)

November 19, 2020 (Cancelled)
December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

August 27, 2020

October 8, 2020
October 22, 2020

November 12, 2020

September 10, 2020
September 24, 2020

December 10, 2020

Upcoming 2020 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

August 20, 2020
September 17, 2020

October 15, 2020

November 19, 2020
December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Recreation & Cultural Services Commission
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

September 2, 2020

December 2, 2020

Upcoming 2020 Meetings of Marina Tree Committee
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

October 14, 2020

August 11, 2020

Item No. **11a** 11b

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
AWARDING THE STOCKADE COMPLEX HAZARDOUS MATERIAL
ABATEMENT AND BUILDING REMOVAL PROJECT TO RESOURCE
ENVIRONMENTAL, INC. OF LONG BEACH, CALIFORNIA FOR THE
AMOUNT OF \$1,165,000.00, AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS
ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY, APPROPRIATING \$2,050,000
IN FUNDS RECEIVED FROM THE FORMER FORT ORD REUSE
AUTHORITY TO THE STOCKADE REMOVAL PROJECT (HSF2101),
AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES**

REQUEST:

It is requested that the City Council consider the following action:

1. Adopting Resolution No. 2020-, awarding the Base Bid and Additive Alternate Bid for the Stockade Complex Hazardous Material Abatement and Building Removal Project to Resource Environmental Inc. of Long Beach, California in the amount of \$1,165,000, and,
2. Authorizing the City Manager or designee to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and,
3. Appropriating \$2,050,000 in funds received from the former Fort Ord reuse Authority (FORA) and deposited into the FORA Dissolution Fund for the stockade removal project (project #HSF2102), and,
4. Authorizing Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

On January 22, 2020, the City Council of the City of Marina adopted Resolution No. 2020-07, approving a Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA), for project management of the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and Authorizing City Manager to execute the Memorandum of Agreement on behalf of the City, subject to final review and approval by City Attorney.

The Fort Ord Reuse Authority received and rejected two bids received for RFP1 Stockade Hazardous Materials and Building Removal on March 19, 2020.

FORA's contract with Don Chapin to detach, cap, and repair the underground wet utilities at the Stockade, was completed and Notice of Completion was accepted by FORA on May 22, 2020.

FORA's contracts with Harris and Associate for project management and Vista Environmental for hazardous material removal monitoring services were cancelled and closed when the Fort Ord Reuse Authority sunset on June 30, 2020.

City Manager executed the Memorandum of Agreement on behalf of the City on June 9, 2020 and FORA transferred funding in the amount of \$2,050,000 to the City of Marina for the execution of work to abate hazardous materials and demolish the buildings included in the Stockade Complex.

On March 17, 2020, the City Council of Marina adopted Resolution 2020-24 approving the advertisement and call for bids for the Stockade Hazardous Material and Building Removal Project. The project was renamed to Stockade Complex Hazardous Material Abatement and Building Removal Project and sent out for bid solicitation on June 23, 2020.

Stockade Complex includes, a Stockade Building (B4953), a Maintenance Building (B4954), a Generator Building (B4955), a Sewage Pump Station (B4957), a Storage Building (B4951) and three Guard towers (B4950, B4952 and B4956) and associated paved areas. Maintenance Building (B4954) is not included on this work as it is currently leased by Las Animas.

The scope of the work for this project includes, but not limited to; Base bid, the removal and proper disposal of all hazardous materials at the project site including tenacious asbestos skim coat (or wall plaster) unique to Fort Ord Buildings and Additive Alternate bid, demolition and removal of the buildings, including associated foundations and sub-surface elements of the City of Marina's Stockade Complex and restoration of the disturbed ground surface.

ANALYSIS:

Staff and the Wallace Group Program Manager consulted with FORA and California State University Monterey Bay staff and their consultants who have worked on building demolition projects on the former Fort Ord. Based on feedback received, the bid solicitation specifications were modified to minimize move in costs for the contract. The scope of work was further clarified by excavating to expose the depth of building foundation in two locations, taking core samples of the building slab floors to determine thickness and strength, and an approximate quantity of concrete footings was provided as a basis for bids. Staff was not able to find building construction drawings despite extensive research.

Staff also identified limited construction management and inspection by FORA on previous demolition projects which can lead to claims that are more difficult to substantiate and negotiate with contractors. Demolition projects, especially projects with limited documentation of construction, require closer oversight and documentation on behalf of the owner. The proposed budget in the fiscal section below conservatively estimates an appropriate level of oversight.

On July 28, 2020, eight sealed bids were received, opened, and publicly read via live video feed for the Stockade Complex Hazardous Material Abatement and Building Removal Project.

Eight (8) bids were received as follows:

Name of Company and Address	Base Bid (BB)	Additive Alternate Bid (AAB)	Total Bid (BB + AAB)
Resource Environmental Inc., Long Beach, CA	\$680,000.00	\$485,000.00	\$1,165,000.00
Silicon Valley Demolition Inc. Morgan Hill, CA	\$677,172.30	\$492,554.70	\$1,169,727.00
CVE Contracting Group Fresno, CA	\$677,762.00	\$610,000.00	\$1,287,762.00
Asbestos Management Group Oakland, CA	\$532,609.00	\$765,363.00	\$1,297,972.00
Brannon Corporation Morgan Hill, CA	\$827,401.00	\$498,150.00	\$1,325,551.00
PARCS Environmental Fresno, CA	\$680,944.50	\$742,815.00	\$1,423,759.50
Clauss Construction Lakeside, CA	\$725,961.50	\$724,289.00	\$1,450,250.50
Bowen Engineering Fresno, CA	\$955,500.00	\$522,500.00	\$1,478,000.00
JM Environmental, Inc. Roseville, CA	\$2,816,000.00	\$1,429,000.00	\$4,245,000.00

The Engineer's estimate includes a Base Bid of \$849,395.00 and an Additive Alternate bid of \$698,525.00 for a Total bid of \$1,547,920.00.

The lowest bid total is \$1,165,000.00 from Resource Environmental Inc. of Long Beach California. This bid was received, reviewed, and found to be responsive. This company has not worked on city projects but had worked with neighboring agencies such as CSUMB and FORA on similar projects. Staff checked references and sought feedback from previous customers which were favorable, and the company has extensive experience in hazardous material abatement and building demolition.

The work included in this contract award requires conformance to the state prevailing wage provisions described in the project specifications.

FISCAL IMPACT:

Following is the estimated expenditure to execute the project to completion.

Estimated Expense	Amount
Construction Contract	\$1,165,000
Contingency (20%)	\$ 233,000
Construction Management and Inspection	\$ 331,100
Project Design, Management and Closeout	\$ 75,000
Total	\$1,804,100

If approved by City Council, adequate funding for the project has been provided by the transfer of funds from FORA in the amount of \$2,050,000. Any funds remaining upon completion of the project can be redirected to other blight removal efforts.

California Environmental Quality Act (CEQA)

The City of Marina Planning Division determined that the award of a contract for the demolition of the stockade is not a project under CEQA guidelines §15060 and §15378. The activity of demolition of the stockade complex is a project and is exempt from CEQA pursuant to §15301 Existing Facilities. The project is also not subject to §15300.2. Exceptions, in that the stockade complex is not an eligible historic resource, as evaluated in the 1997 Fort Ord Reuse Plan Environmental Impact Report (SCH 96013022), and, therefore, the project will not impact historic resources.

As part of the continuing base reuse process, existing buildings containing asbestos and lead-based paint will be demolished, posing a potential hazard to people or animal populations in the immediate demolition area. It has been assumed that contaminated sites at former Fort Ord will be remediated to a level commensurate with proposed land uses. Clean-up levels are being determined subsequent to the site identification and characterization process outlined in the Other Physical Attributes Environmental Baseline Study (U.S. Army Corps of Engineers, Sacramento District 1992e). The results of the process are described in the Basewide RI/FS (Harding Lawson Associates 1994) and the Final Supplemental Environmental Impact Statement (U.S. Army Corps of Engineers, Sacramento District 1996).

CONCLUSION:

The City Council may reject approval of the requested items; however, it is not recommended as it is not consistent with the City Council's previous actions on Resolution 2020-07, approving Memorandum of Agreement between the City and FORA and Resolution 2020-24, authorizing advertisement and call for bids for the Stockade Hazardous Material and Building Removal Project.

Therefore, the staff recommends approval to the items requested and adopt a resolution to award contract to Resource Environmental Inc. for the execution of the Stockade Complex Hazardous Material Abatement and Building Removal Project. (**"EXHIBIT A"**)

Respectfully submitted,

Elvira Morla-Camacho, P.E., QSD
Project Management Services
Wallace Group

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

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF MARINA AWARDING THE STOCKADE COMPLEX HAZARDOUS MATERIAL ABATEMENT AND BUILDING REMOVAL PROJECT TO RESOURCE ENVIRONMENTAL INC. OF LONG BEACH, CALIFORNIA FOR THE AMOUNT OF \$1,165,000.00, ACCEPTING THE PROJECT SPECIFICATIONS, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, APPROPRIATING \$2,050,000 IN FUNDS RECEIVED FROM THE FORMER FORT ORD REUSE AUTHORITY TO THE STOCKADE REMOVAL PROJECT (HSF2101), AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, on January 22, 2020, the City Council of the City of Marina adopted Resolution No. 2020-07, approving a Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA), for project management for the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and Authorizing City Manager to execute the Memorandum of Agreement on behalf of the City, subject to final review and approval by City Attorney.

WHEREAS, on June 9, 2020 the City Manager executed the Memorandum of Agreement between the City and FORA and the City received the funds in the amount of \$2,050,000.00, and;

WHEREAS, the City has received and deposited the \$2,050,000 into the FORA Dissolution Fund; and,

WHEREAS, On March 17, 2020, the City Council of Marina adopted Resolution 2020-24 approving advertising and call for bids for the Stockade Hazardous Material and Building Removal Project, and;

WHEREAS, the project was renamed to Stockade Complex Hazardous Material Abatement and Building Removal Project and sent out for bid solicitation on June 23, 2020, and;

WHEREAS on July 28, 2020, eight (8) sealed bids were received, opened, and publicly read via live video feed for the Stockade Complex Hazardous Material Abatement and Building Removal Project and;

WHEREAS, the lowest bid total is \$1,165,000.00 from Resource Environmental Inc. of Long Beach, California. This bid was received, reviewed, and found to be responsive. Staff checked references and feedback from previous customers are favorable and the company has extensive experience in hazardous material abatement and building demolition, and;

WHEREAS, the estimated cost to execute the work is \$1,804,100. This cost includes, \$1,165,000 construction cost, \$233,000 (20%) in construction contingency, \$331,100.00 for construction management and inspections, \$75,000 for project design, management and closeout, and;

WHEREAS, The City of Marina Planning Division determined that the award of a contract for the demolition of the stockade is not a project under CEQA guidelines §15060 and §15378. The activity of demolition of the stockade complex is a project and is exempt from CEQA pursuant to §15301 Existing Facilities. The project is also not subject to §15300.2. Exceptions, in that the stockade complex is not an eligible historic resource, as evaluated in the 1997 Fort Ord Reuse Plan Environmental Impact Report (SCH 96013022), and, therefore, the project will not impact historic resources.

As part of the continuing base reuse process, existing buildings containing asbestos and lead-based paint will be demolished, posing a potential hazard to people or animal populations in the immediate demolition area. It has been assumed that contaminated sites at former Fort Ord will be remediated to a level commensurate with proposed land uses. Clean-up levels are being determined subsequent to the site identification and characterization process outlined in the Other Physical Attributes Environmental Baseline Study (U.S. Army Corps of Engineers, Sacramento District 1992e). The results of the process are described in the Basewide RI/FS (Harding Lawson Associates 1994) and the Final Supplemental Environmental Impact Statement (U.S. Army Corps of Engineers, Sacramento District 1996).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina to:

1. Adopt Resolution No. 2020-, awarding the Base Bid and Additive Alternate Bid for the Stockade Complex Hazardous Material Abatement and Building Removal Project to Resource Environmental Inc. of Long Beach, California in the amount of \$1,165,000, and;
2. Authorize the City Manager to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and;
3. Appropriating \$2,050,000 in funds received from the former Fort Ord reuse Authority to the stockade removal project (project #HSF2102), and,
4. Authorize 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 18th day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

**Stockade Complex Hazardous Material Abatement
and Building Removal**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Marina, a municipal corporation of the State of California, hereinafter called "City," and Resource Environmental Inc. , hereinafter called "Contractor,"

W I T N E S S E T H:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, deconstruct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **Stockade Complex Hazardous Material Abatement and Building Removal project** at the City of Marina, CA.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Notice Inviting Sealed Proposals;
- b. Instructions to Bidders and General Conditions;
- c. Signed and executed Bid and Proposal of Contractor, as accepted by City;
- d. Plans and Specifications for the project;
- e. Standard Plans and Standard Specifications, City of Marina, 2006 Edition
- f. Special Provisions of the Contract
- g. And this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

One Million One Hundred Sixty-Five Thousand Dollars (\$1,165,000.00)

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

TENTH:

(a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

(b) Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.

(c) Contractor shall comply with laws relating to the work.

ELEVENTH:

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorneys 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 subcontractors, excepting only to the extent same result from the sole negligence, active negligence or willful misconduct of City, its employees, officials, or agents.

(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 under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor, excepting only to the extent liability arises from the sole negligence, active negligence or willful misconduct of City.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

TWELFTH: 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.I

N WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CONTRACTOR

CITY OF MARINA

By:_____

By:_____

Layne P. Long, City Manager

Print Name:_____

Date:_____

Address: _____

Date:_____

APPROVED AS TO FORM:

By:_____

By:_____

Robert Wellington, City Attorney

Date:_____

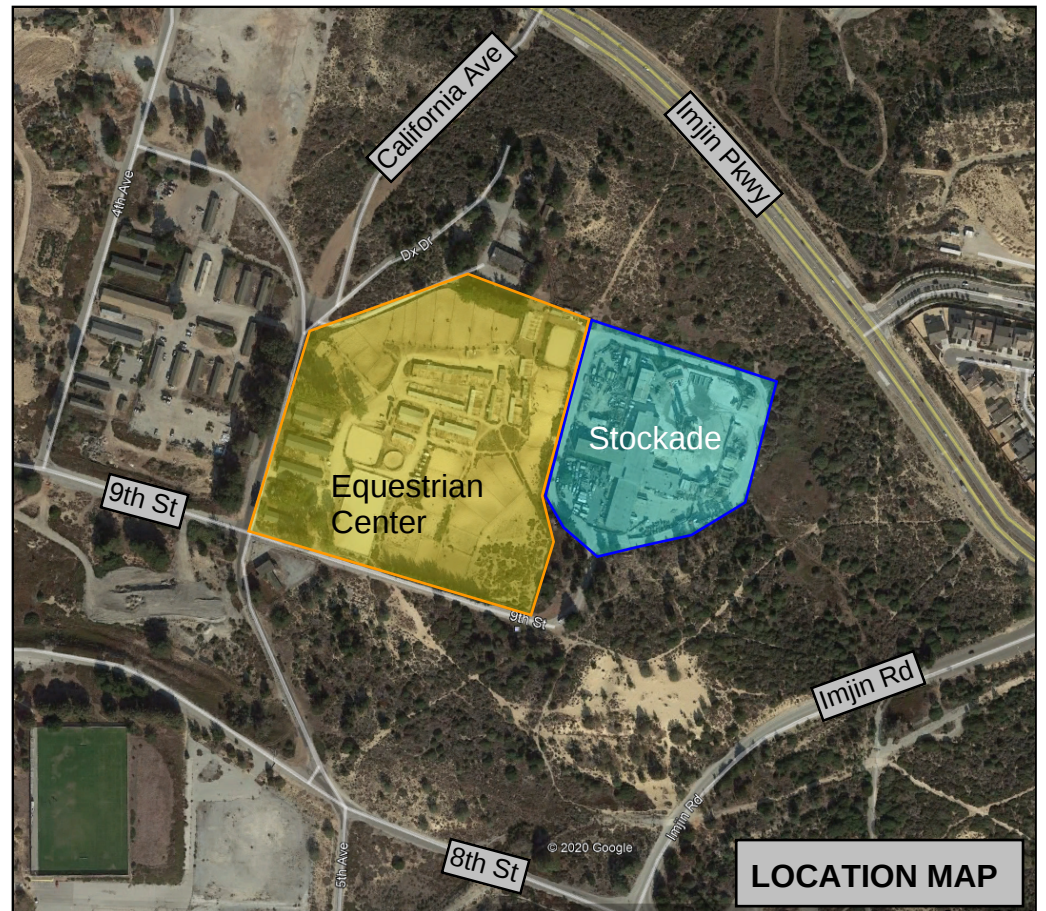
Date:_____

ATTESTED:

Anita Shepherd-Sharp, Deputy City Clerk

Date:_____

Resolution No. 2020-__



PUBLIC WORKS DEPARTMENT
 CITY OF MARINA
 211 HILLCREST AVENUE
 MARINA, CALIFORNIA 93933

PH: (831) 884-1212
 FAX: (831) 384-0425



Stockade Complex
Hazardous Material
Abatement and Building
Removal
 CIP No. HSF2101

SCALE: NONE

08/12/2020

11

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING AMENDMENT NO. 1 TO THE ON-CALL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES AGREEMENT BETWEEN N
THE CITY OF MARINA AND WALLACE GROUP, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY.**

REQUEST:

It is requested that the City Council consider the following action:

1. Adopt Resolution No. 2020-, approving Amendment No. 1 to the On-call Construction Management and Inspection Services between the City of Marina and Wallace Group, to increase the annual contract limit to \$600, 000 per fiscal year; and
2. Authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On January 22, 2020, the City Council of the City of Marina adopted Resolution No. 2020-07, approving a Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA), for project management of the hazardous material and building removal of the City of Marina's stockade and ancillary buildings.

On April 7th, 2020 the City Council passed Resolution No. 2020-30, approving a professional services agreement between the City of Marina and Wallace Group (WG) for on-call construction management, and construction inspection services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP).

On May 18, 2020, the On-call Construction Management and Inspection Services between the City of Marina and WG was executed with a compensation limit of \$300,000 per fiscal year. Work is issued through Service Orders on a time and materials/reimbursable expenses(T&M) basis.

City received a cost proposal for Construction Management and Inspection for the Stockade Complex Hazardous Material Abatement and Building Removal in the amount of \$331,100, ("EXHIBIT A"). (WG) proposal includes \$144,800 for environmental hygienist and air monitoring by Vista Environmental Consulting who is a sub-consultant to WG. Vista Environmental Consulting has experience in past demolition projects of Fort Ord structures and familiarity with the Stockade Complex. Vista prepared the report for hazardous material survey and testing of the Stockade complex under the former Fort Ord Reuse Authority's (FORA) contract. The WG proposal is greater than the initial limit set for the On-call Construction Management and Inspection Services agreement.

On July 28, 2020, the City received sealed proposal for the execution of the Stockade Complex Hazardous Material Abatement and Building Removal Project. City staff recommendations to award a construction contract also is included in the August 18th City Council Meeting agenda.

ANALYSIS:

Executing a service order with WG through the On-Call Construction Management and Inspection Services for the Stockade Complex Hazardous Material Abatement and Building Removal project is the most expeditious way for the City to support the demolition of the Stockade Building and to fulfill the City's obligations on the Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA). This is an example of the reason that the City enters into on-call agreements for professional services.

Increasing the annual compensation limit for the on-call construction management, and construction inspection services agreement with WG to \$600,000 will allow for adequate management, inspection, and oversight of the Stockade hazardous material and building removal and provide for a readily available contract to help in the construction management and inspection services for other City CIP projects.

FISCAL IMPACT:

On June 9, 2020, FORA transferred funding in the amount of \$2,050,000 to the City of Marina for the execution of work to abate hazardous materials and demolish the buildings included in the Stockade Complex. Funding has been placed in the FORA Dissolution Fund and the requested appropriation of funding to the Stockade project is a part of the recommended award of construction contract elsewhere on the August 18, 2020 agenda.

The WG proposal for Construction Management and Inspection Services for the Stockade Hazardous Material Abatement and Building Removal is about 25% lower than the FORA's estimates and is well within the funding the City received from FORA.

CONCLUSION:

The City staff recommends City Councils' considerations and approval of the request for Amendment No. 1 to the On-call Construction Management and Inspection Services between the City of Marina and Wallace Group, to increase the contract amount to \$600,000 per fiscal year and authorizing the City Manager to execute the amendment ("**EXHIBIT B**") on behalf of the City subject to final review and approval by the City Attorney.

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 1 TO THE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND WALLACE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, On January 22, 2020, the City Council of the City of Marina adopted Resolution No. 2020-07, approving a Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA), for project management of the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and

WHEREAS, On July 28, 2020 the City received sealed proposal for the execution of the Stockade Complex Hazardous Material Abatement and Building Removal Project. City staff recommendations to award a construction contract and appropriating \$2,050,000 in funds received from the FORA and deposited into the FORA Dissolution Fund for the stockade removal project is included in the August 18th, 2020 City Council Meeting agenda; and

WHEREAS, On April 7th, 2020 the City Council approved Resolution No. 2020- , approving professional services agreements between the City of Marina and Wallace Group, (WG) for on-call construction management, and construction inspection services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP); and

WHEREAS, On May 18, 2020, the On-call Construction Management and Inspection Services between the City of Marina and WG was executed with a compensation limit of \$300,000.00 per fiscal year. Work is issued through Service Orders on a time and materials/reimbursable expenses (T&M) basis; and

WHEREAS, City received a cost proposal for Construction Management and Inspection for the Stockade Hazardous Material Abatement and Building Removal in the amount of \$331,100.00. WG proposal includes a \$ 144,800 for environmental hygienist and air monitoring from Vista Environmental Consulting, the WG sub-consultant. The WG proposal is greater than the On-call Construction Management and Inspection Services agreement limit; and

WHEREAS, this action will allow the City to manage the execution of Stockade Complex Hazardous Material Abatement and Building Removal project and continue to have On-Call Construction Management and Inspection Services that can be used to manage constructions of other CIP projects.

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

1. Approves Resolution No. 2020-, approving Amendment No. 1 to the On-call Construction Management and Inspection Services agreement between the City of Marina and Wallace Group, to increase the annual contract limit to \$600, 000 per fiscal year, and;

2. Authorizes the City Manager to execute the amendment 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 18th day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk/Agency Secretary

August 11, 2020

Brian McMinn
City of Marina
211 Hillcrest
Marina, California 93933

Subject: City of Marina Stockade Complex Hazardous Material and Building Removal-
Construction Management and Inspection Proposal

Dear Mr. McMinn:

Wallace Group appreciates the opportunity to provide you with our proposal for Construction Management and Inspection services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

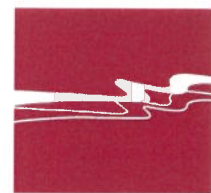
The scope of the work for this project includes, but not limited to, the removal and proper disposal of all hazardous materials at the project site including tenacious asbestos skim coat (or wall plaster) unique to Fort Ord Buildings, and as an additive alternative the demolition and removal of the buildings, including associated foundations and sub-surface elements of the City of Marina's Stockade Complex and Restoration of the disturbed ground surface. Our services will include construction management of the entire project. This will include an environmental subconsultant, Vista, to provide air monitoring and abatement oversight.

SCOPE OF SERVICES

Task 1: Pre-Construction

Preconstruction Conference

- Schedule preconstruction conference after contract NTP
- Develop and distribute agenda prior to conference
- Attendees: Wallace Group CM Team, Subconsultant, Contractor, City staff, Design Team, and other involved entities
- Conduct Procure orientation
- Meeting will include contractor responsibility toward:
 - Safety/Traffic control
 - Public relations
 - Utility coordination and schedule for required utility relocations
 - Site access
 - Agreements
 - Labor compliance
 - Order of work
 - Testing and Materials certification
 - Weekly meetings
 - Submittals and RFI's
 - Quality control
 - Procedures for handling extra work or change of conditions
 - Schedule updates
 - Progress pay requests
 - Highlight any critical construction items specific to this project
- Record and distribute meeting minutes



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WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



- Establish tasks and due dates for outstanding items resulting from conference

Review Contract Documents

- Review all contract documents
- Identify any discrepancies within the documents
- Establish system to track contract requirements
- Ensure compliance with City's needs and expectations

Submittal Processing

- Review submittal requirements with Design Engineer to establish list of required submittals
- Establish due dates and schedule for submittals
- Develop submittal log within Procore
- Establish electronic workflow and tracking requirements within Procore
- Track and ensure timely submittal review and approval

Task 2 & 4: Construction Management (Base & Alternate Scope)

Task 2: Elvie Camacho will be coordinating work with Vista who will be providing daily oversight and air monitoring during the abatement process. Wallace Group assumes that Elvie's supervision will not include entering the containment during abatement, therefore there is no requirement to be HAZWOPER certified.

Task 4: We have planned a fulltime inspector for the duration of the additive alternative scope of work, specifically the demolition of the buildings. Wallace Group assume that all abatement will be completed prior to the Additive Alternate Scope of Work, therefore on-site inspector will not be inspecting hazardous material abatement and will not be HAZWOPER certified. Should suspected ACM discovered during this phase, work shall be halted at this location and Vista will be called out to evaluate and test material. Work will resume after receipt of testing and work will be handled accordingly.

Coordination of Contract Execution

- Determine mobilization schedule in conjunction with project start date
- Finalize Procore systems record keeping documentation and contract administration developed in preconstruction phase

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design engineer, emergency services, utilities, local business, property owners and residents and contractor
- Coordinate and schedule environmental consultant technicians
- Conduct Weekly Progress meetings with contract, City staff and other involved entities
- Record and distribute meeting minutes
- Coordinate with utility companies and City Staff throughout the project
- Communicate with property owners and tenants regarding schedule and concerns

Project Schedule

- Monitor project schedule
- Coordinate with contractor and City staff on any schedule changes and adjustments throughout the project



- Keep stakeholders informed of construction schedule
- Work with contractor to establish and maintain 3 weeks look ahead schedule

Submittal and Request for Information (RFI) Management

- Utilize Procore to track status of and distribute:
 - Shop drawings
 - Product samples
 - Submittals
 - RFIs
- Ensure all submittals are processed in a timely manner and available to all necessary project stakeholders
- Maintain electronic copies within Procore and hard copies as needed

Change Order Management

- Review and qualify any contractor requested change orders
- Investigate proposed change orders, ensure City approval prior to work taking place
- Maintain log and track change order impacts
- Establish and maintain files and documentation for use in change negotiations or potential claims

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Review and qualify contractor's monthly quantity estimates for payment
- Keep track of extra quantity items
- Coordinate daily reports and quantities with Contractor's foreman, identify and record potential disputes for future reference
- Review DIR Labor compliance; collect certified payroll and check against prevailing wage
- Review monthly Request for Payment, sign and recommend approval for payment to the City

Construction Observation/Inspection (Wallace/Vista)

- Provide onsite inspections and oversight
- Inspections and oversight to ensure compliance with design documents
- Record and report design modifications as needed

Site Documentation (Wallace/Vista)

- Take pre-construction photos and documentation
- Maintain photos and documentation throughout the project
- All photos and documentation will be maintained in Procore and available to the entire team at all times.
- Prepare daily report and weekly working days report.

Safety and Air /Monitoring (Vista)

- Contractor has sole responsibility for compliance with safety requirements
- Monitor contractor's safety practices for compliance with safety program
- Work with contractor to maintain and resolve any safety concerns on site
- Advise City of any observed or unresolved deficiencies
- Air monitoring and testing

Construction Progress Meetings

- Schedule and conduct project progress meetings
- Develop and distribute meeting agenda and minutes



- Facilitate the discussion and resolution of any project issues and ensure it is maintained in a manageable state
- Meeting will include
 - Project status
 - Schedule - 3 week look ahead
 - Stakeholder coordination
 - Safety
 - Testing and Inspections
 - Outstanding documentation or submittals
- Additional special meetings may be required to address special issues and conditions

Task 3 & 5: Contract Issue Contingency

This task is to handle any contract discrepancies or issues that arise on a time and material not to exceed basis. Given the sensitive nature of the work and challenges with previous bids, we anticipate there to be a potential for additional coordination and contract negotiations.

Task 6: Closeout / Post-Construction

Final Inspection and Punch List

- Inspect complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Provide completed punch list documentation and report to City upon completion
- Schedule final walk through with the City
- Recommend and approve final payment to contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form

As-Built Drawings

- Review and maintain as-built drawings with contractor throughout the project
- Assist City and Design Engineer in review and completion of certified record drawings

Project Closeout

- Prepare and submit final payment package to the contractor
- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Closeout documentation can will be delivered in both digital and hard copy format

Post Construction Deliverables:

- Furnish As-Built information to the design consultant for preparation of As-Built drawings
- Perform final walk-throughs with the City and Contractor
- Prepare final construction report for the Project
- Prepare close out files in three ring binders, an electronic copy in .pdf format, and deliver to the City following the completion and acceptance of the Project.

TO BE PROVIDED BY THE CLIENT

- DIR Project Number for this project.



PROJECT FEES

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$331,100.00 without receiving written authorization from the Client. The cost summary of these fees is the following:

Base Proposal - Remediation	\$190,155
Additive Alternative Proposal - Building Demolition	\$140,945
Total Fee for both activities	\$331,100

Following spreadsheet shows itemized cost breakdown:

Wallace Group Team Resource Estimate for the City of Marina - Stockade Demo - CM / Air Monitoring											BUDGET SUMMARY	
PHASE/TASK	TASK DESCRIPTION	DIRECTOR	CONSTRUCTION INSPECTOR - Public Works	SENIOR ENGINEER III	VISTA Air Monitoring Base Bid	VISTA Air Monitoring Alternate Bid	WG Misc. Direct Costs	WG TOTAL LABOR HOURS	WG LABOR COST	SUB-TOTAL COST		
		HRS	HRS	HRS	HRS	HRS	Cost	HRS	Cost	Cost		
		RATE	\$180	\$165	\$180							
	Construction Base Bid											
1	Pre- Construction	80		40				120	\$21,600	\$21,600		
2a	Construction Base Bid (Wallace Group)	40		150			\$1,000	190	\$34,200	\$35,200		
2b	Construction Base Bid (Vista)				\$ 99,370					\$98,370		
2b	Wallace Group Sub Consultant Mark-Up (15%)									\$14,805		
3	Base Bid - Contract Issues Contingency	40		10				50	\$9,000	\$9,000		
6	Closeout	16		40				56	\$10,080	\$10,080		
Construction Base Bid Subtotal										\$190,155		
	Construction Alt Bid											
4a	Construction Alt Bid (Wallace Group)	40	340				\$9,200	380	\$63,300	\$72,500		
4b	Construction Alt Bid (Vista)				\$ 45,430					\$45,430		
4b	Wallace Group Sub Consultant Mark-Up (15%)									\$6,815		
5	Alt Bid - Contract Issues Contingency	80		10				90	\$16,200	\$16,200		
Construction Alternate Bid Subtotal										\$140,945		
	Total Hours	296	340	250				886				
TOTAL										\$331,100		

The estimated fees denoted in Task #4 above are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for Task #4, the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

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



TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, our master services agreement with the City of Marina dated May 18, 2020 is considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for construction management and inspections services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Thomas K. Zehnder, PE C72702
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
GGM: PP20-7027, 2019
Exhibit A
Vista Proposal

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

Exhibit A
Standard Billing Rates



Construction Management / Field Inspection Services:

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

Prevailing Wage*

Engineering, Design & Support Services:

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

Support Services:

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

Additional Professional Services:

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

Direct Expenses:

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

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

Invoicing and Interest Charges:

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

Right to Revisions:

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

***Prevailing Wage:**

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



July 31, 2020

Michael Brennan
Director of Construction Management
Wallace Group
San Luis Obispo, CA, 93401

RE: Stockade Demolition - Abatement Oversight & Air Monitoring

Dear Mr. Brennan

Vista Environmental Consulting, Inc. (Vista) appreciates the opportunity to propose to be a Wallace Group sub-consultant in construction management and inspection for the Stockade Complex Hazmat Abatement and Building Removal project. Vista will provide a high level of customer service, responsiveness and expertise throughout the contract.

Vista is a California-based environmental consulting firm specializing in hazardous materials throughout the western United States. Vista is certified by the State of California, Department of General Services (DGS), as a Small Business, SB (Micro). We have been in business for over 13 years and consist of a highly qualified team of certified hazardous materials specialists which will be utilized for this contract. Our assigned project team members have worked together for over 25 years and bring to the table a combined experience of over 200 years of hazardous materials management consulting services.

Vista employs 30 cross-trained, certified environmental professionals throughout the state, many have been providing asbestos and lead consulting services since the onset of the AHERA regulations in the 1980's. Our project team members are well versed in the federal, state and local regulatory requirements governing this type of work and have a good working relationship with local regulatory authorities.

Vista has performed similar hazardous materials consulting services locally on the Stockade hazardous materials survey, 160 former Fort Ord buildings for the California State University Monterey Bay, 27 buildings at the Seaside Surplus II Site for the Fort Ord Reuse Authority, and 8 buildings by the VA Hospital for the Transit Authority of Monterey County. Additionally, Vista has vast experience throughout the state at former and current military buildings including Travis Air Force Base, Riverbank Army Ammunition Depot, Alameda Naval Air Station, Onizuka Air Force Station, Naval Post Graduate School, The Presidio of Monterey, Camp Roberts, Ventura Naval Base, China Lake Naval Weapons Station, Camp Pendleton, and El Centro Naval Air Facility.

Please see the following pages for Vista's RFP response including Qualifications and Experience, Understanding of Scope of Work, Project Approach and Fees.

Qualifications and Experience

The following organization chart identifies our proposed project team members, assigned roles, outside laboratory services, and additional resources available to the Wallace Group. The Group's staff will have access to Vista's key personnel 24 hours a day via email, office phone, and cell phone.



(*) DENOTES ASSIGNED PROJECT TEAM KEY PERSONNEL

Qualifications and Experience...continued

Capability Matrix

Outlined below is a capability matrix of training, certification, and licensing held for each assigned project team member.

	Charles Bove, Principal in Charge	Butch Reynolds, Certified Industrial Hygienist	Christopher Burns, Project Manager	Mike Legerski, M.S.I.H., Technical Advisor / QAQC	Andrew Schmidt, Project Field Staff	Christopher Elliot, Project Field Staff	Luis J. Rocha, Project Field Staff	Jordan Toy, Project Field Staff	Kirk Nakamoto Project Field Staff
YEARS OF EXPERIENCE	33	46	31	31	31	12	19	3	2
YEARS WITH VISTA	13	6	13	11	9	9	13	4	3
ASBESTOS CERTIFICATION &									
Cal/OSHA Certified Asbestos Consultant (CAC)	✓	✓	✓	✓	✓	✓			
Cal/OSHA Certified Site Surveillance Technician							✓	✓	✓
AHERA Building Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓
AHERA Project Designer	✓	✓	✓	✓	✓	✓	✓		
AHERA Management Planner	✓	✓	✓	✓	✓	✓	✓	✓	
AHERA Contractor/Supervisor	✓	✓	✓	✓	✓	✓	✓	✓	✓
NIOSH 582 Trained (PCM Air)	✓	✓	✓		✓	✓	✓	✓	✓
LEAD CERTIFICATION & TRAINING									
CDPH - Certified Inspector/Risk Assessor		✓	✓	✓	✓	✓			
CDPH - Certified Project Designer		✓	✓		✓				
CDPH - Certified Project Monitor		✓	✓	✓	✓				
CDPH - Sampling Technician							✓	✓	✓
XRF & Radiation Safety Training	✓	✓	✓	✓	✓	✓	✓	✓	✓
OTHER HAZMAT TRAINING									
HAZWOPER		✓	✓	✓	✓	✓	✓	✓	
PROFESSIONAL LICENSES									
Certified Industrial Hygienist		✓							

List of Similar Projects

Project Title:

**Fort Ord Military Base Redevelopment Plan for New Campus and Facility Development
Hazardous Materials Survey and Oversight Monitoring, Seaside, CA.**

Project Role: Primary Contractor

Project Duration: 2007 – Ongoing

Vista Project Value: \$10M

Project Reference:

Katie LaPlace

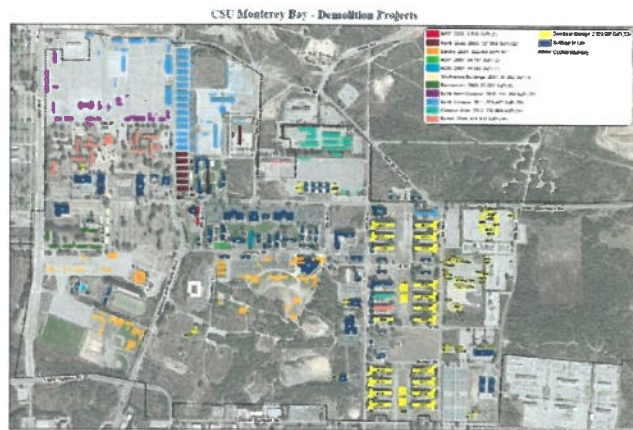
Senior Project Manager, Construction Projects

CSU Monterey Bay

100 Campus Drive, Seaside CA

831-760-2104

klaplace@csumb.edu



Key Personnel:

Charles Bove, Christopher Burns, Luis J. Rocha, Jordan Toy

Charles Bove, principal in charge, provided cost estimates and oversaw all aspects of the project. Christopher Burns was the key contact person for Vista Environmental Consulting (Vista) and the liaison between CSUMB school staff, and Contractors. Mr. Burns also conducted hazardous materials surveys and monitoring. Javier Rocha conducted hazardous materials surveys in addition to maintaining project quality control. Jordan Toy conducted hazardous materials surveys and monitoring.

Vista performed hazardous materials assessments and conducted abatement oversight monitoring of 160 buildings (totaling approx. 3 million square feet) located on the campus. These former Fort Ord Military buildings were in disrepair and needed to be demolished for safety reasons and so that new campus buildings and facilities could be built. CSUMB is committed to sustainably redeveloping the former Fort Ord military base and implementing the campus Master Plan in a manner which meets the needs of today's students and preserves the environment to provide for future generations.

Vista was contracted to provide hazardous materials consulting services which include the following tasks: identification and reporting of all hazardous materials surveys and abatement cost estimates, preliminary demolition waste evaluation, preparation of contract documents for abatement and abatement monitoring services associated with the demolition of the buildings.

Vista has been intricately involved with CSUMB's ongoing campus transitions. We have worked on former military building demolition projects on the northern outskirts of campus such as the motor pool area, horse barns and east corporation yard. Some of our other projects have been in transitional areas between the old and new, such as the dunes, historical buildings near the gym, multiple buildings surrounding the pool and track to the west, south central buildings near the new library and the Hammerheads to the east which house some campus academics in the head portion. We have also been involved in demolition and renovation projects in the heart of the campus.

Over the years Vista has performed additional hazardous materials surveys at several structures for remodeling and demolition projects. Sampling of oils for PCBs was conducted on a large transformer scheduled for demolition, investigation of underground storage tanks (UST) throughout the project area, and waste characterization of buildings scheduled to be abated and demolished. Surveys conducted

include a wide range of building structures including, historical buildings, several multi-story military classrooms, student center, dining hall, library, and other smaller military structures. Comprehensive reports for all phases of this large project were delivered with detailed discussion of results and clear management options presented.

In April 2015, working closely with governing regulatory agencies, Vista oversaw a pilot program in which three abatement contractors had a month to abate a portion of the 1950's era "Hammerhead" barracks buildings to evaluate the effectiveness of each teams' preferred method of removal proposed to remove lead based paint and asbestos skim coat off the interior concrete walls and ceilings. Regulatory involvement from the MBARD was engaged for compliance review of the mechanical removal technique for approval. The local water authorities were also engaged to ensure that filtration of water discharged was within acceptable levels for metals. The pilot program was conducted in order for the contractors to realistically bid this complex project.

Working at this unique campus has provided us with great insight. We have been involved with the demolition of several hundred structures, from start (planning) to finish (new construction). This will be the nation's first military base to university conversion and overall project completion is anticipated to be 2021.

Project Title:

Fort Ord Resource Authority

Surplus II

Hazardous Materials Surveys and Abatement/Demolition Monitoring, Seaside, CA

Project Role: Primary Contractor

Project Duration: 2016-2019

Vista Project Value: \$300K

Reference:

Peter Said

Project Manager

Fort Ord Reuse Authority (Now
Dissolved*)

920 2nd Avenue, Suite A

Marina, CA 93933

(*No Phone or E-mail Available)



The Surplus II is comprised of 28 Buildings including 10 “Rolling Pins” (RP), 8 “Hammerheads” (HH), 5 Administration Buildings (AD), 2 Armories (AR), 1 Cafeteria (CF), and a Gymnasium (G) with an adjacent small metal structure.

The survey was performed to identify and sample, suspect asbestos-containing materials, representative building components for the presence of lead-containing surface coatings/lead-based paints (LCSC/LBP), Polychlorinated Biphenyls (PCBs) in light fixture ballasts and transformers/transformer pads, and other hazardous materials that may have been in the path of construction for the demolition project. Vista also performed waste characterization estimate sampling for the four building types.

From 2018 to 2019 Vista oversaw the abatement and demolition of hazardous materials from all buildings except for the Hammerheads which were not part of Phase I demolition activities. Vista’s key personnel reviewed submittals and work plans, performed air quality monitoring for asbestos, lead and demolition dust, observed and inspected the removal operations to insure compliance with regulatory rules and contractual obligations. Vista also managed hazardous waste manifests and collected water samples for Monterey One Water’s discharge into the sanitary sewer.

Vista acted as the liaison between the project team and the Monterey Bay Air Recourse District (MBARD) to resolve any issues they had with abatement or demolition operations.

Project Title:

**Alameda Naval Air Station
Demolition/Deconstruction Design, Alameda, CA**

Project Role: Primary Contractor

Project Duration: 2007-Ongoing

Vista Project Value: \$2.25M

Reference:

Bill Kennedy
Vice President of Construction
Catellus
66 Franklin Street, Suite 200
Oakland, CA 94607
510-267-3420
bkennedy@catellus.com



Key Personnel:

Charles Bove, Christopher Burns, Christopher Elliott, Luis J. Rocha.

Vista key personnel oversaw and performed comprehensive hazardous materials assessments, cost estimates, remediation/demolition/deconstruction design, and remediation oversight management of all of the buildings on 215 acres at the former Fleet Industrial Supply Center (FISC) and East Housing areas of the former Alameda Naval Air Station

Mr. Bove was the Principal in Charge on this project and managed hundreds of individual surveys and inventory of hazardous materials in over 2 million square feet of residential and industrial structures. He was responsible for the development of plans and specifications for the removal of hazardous materials during demolition, including soil contamination and tearing out contaminated utilities. Vista’s other key personnel including Christopher Burns, Christopher Elliot, and Luis J. Rocha have been involved at

different points over the past 13 years of continuous work at the site ranging from remediation oversight of the hazardous materials found, identification of soil contaminants, perimeter required air quality monitoring and site specific storm water prevention for an emergency project.

This project was accomplished in preparation for the commercial and residential redevelopment of the decommissioned military facility. The buildings that were part of this project included 589 units of housing (800,000 square feet), ten warehouses (two million square feet), hospital building (120,000 square feet) and several smaller buildings including a boiler building.

Pre-assessment research, including extensive site visits and aerial photo/historical document reviews, uncovered previously missed hazardous materials including underground storage tanks (USTs), buried building debris from previous demolitions, and pesticide contaminated soil/building materials.

The hazardous materials survey portion of the project included a detailed inventory of asbestos containing materials including subsurface piping and soil, lead-based and lead containing components, PCB ballasts and transformers, universal waste, ozone depleting chemicals, organochlorinated pesticide contaminated soil and building materials and UST identification. Vista's key personnel were involved in the first phase (residential and commercial outfall) of remediation oversight of the hazardous materials found. The project team met with the community living adjacent to the property prior to abatement to discuss operations, safeguards and potential noise monitoring was added to fence line asbestos and lead monitoring at the request of the community leaders.

The project team met with the Bay Area Air Quality Management District (BAAQMD) to discuss removal of weathered asbestos paneling that covered four large warehouses. The outcome of the meeting allowed abatement operations to be done at a lower regulatory compliance level, which saved time and money. Vista's key personnel performed air quality monitoring, observed and inspected the removal operations to insure compliance with regulatory rules and contractual obligations. Vista also managed the hazardous waste manifests and documented the subsurface infrastructure when it was unearthed.

In addition to the preceding, Vista performed ultrasound investigation and potholing to assist the Navy in locating a missing underground storage tank. The relationship with regulators helped the project team when damaged subsurface asbestos piping was found by the new construction general contractor. Cal/OSHA was called and the local AQMD contacted the team and brought them into the discussions. Vista's key personnel worked with the team to write a response to Cal/OSHA's violation. Vista also wrote a clean-up work plan for the Hospital/Administration building that was burnt to the ground and dispersed lead and asbestos-containing materials over the project site.

Project Title:

**Riverbank Army Ammunition Depot
Asbestos & Lead Survey, Riverbank, CA**

Project Role: Sub-Contractor

Duration: 2018-2019

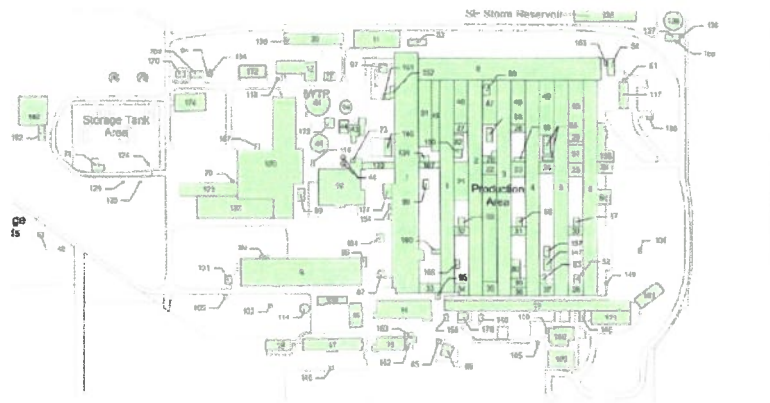
Project Value: \$319K

Project Reference:

Chuck Holman, VP, Environmental
Services

Ahtna Engineering, Inc.
2255 Contra Costa Blvd., Suite 312
Pleasant Hill, CA 94523
916-275-9989

cholman@ahnta



Key Personnel:

Charles Bove, Christopher Burns, Luis J. Rocha, Jordan Toy

Charles Bove, principal in charge, provided cost estimates and oversaw all aspects of the project. Christopher Burns was the key contact person for Vista Environmental Consulting (Vista) and was the liaison for Ahtna Engineering, Inc., Riverbank Army Ammunition Staff, Contractors, and government officials. Christopher Elliott, Christopher Burns, and Javier Rocha conducted the asbestos survey and lead sampling.

Riverbank Army Ammunition Depot, a large scale project, was completed on time. The objective was to provide asbestos and lead reports for 147 buildings at Riverbank Army Ammunition Plant (RBAAP). RBAAP (project site) was located at 5400 Claus Rd, City of Riverbank, Stanislaus County, California. The facility was approximately 100 acres in overall size. The US Army has transferred some portions of RBAAP to the City of Riverbank Local Reuse Authority (LRA) and the rest of RBAAP is leased to the LRA who has subsequently leased many of the buildings to individual tenants. The 147 buildings amounted to an approximate combined square footage of 905,000. Many of the buildings were constructed during the buildup to World War II and are used by individual tenants for various industrial/office purposes. The purpose of the work was to identify asbestos containing building materials (ACM) and lead-based paint (LBP) in the buildings and produce comprehensive reports outlining the approximate quantities and locations of the ACM and LBP identified.

Vista reviewed and utilized copies of building drawings, lead based paint surveys and asbestos surveys of the affected buildings, to the extent available prior to starting the survey in order to formulate best practices.

The asbestos survey was performed by Vista's AHERA certified personal who are California Division of Occupational Safety and Health (Cal/OSHA) Certified Asbestos Consultants (CAC) or Certified Site Surveillance Technicians (CSST). Vista's survey included collection of over 2,800 suspect asbestos containing materials (ACM) from the Army buildings, equipment and infrastructure. Vista evaluated and recorded the type, condition, and quantity of all ACM. The work included collection of bulk samples from walls, ceiling, piping, flooring, roofing or any other materials where asbestos may have been present. When a bulk ACM sample consisted of one or more discrete layers or materials, each layer was treated separately and the results reported by layer. This was the case with most of the ceilings and roofs in the 147 buildings. Asbestos samples were submitted to an accredited laboratory for analysis.

The lead surveys were performed by EPA certified building inspectors for lead-based paint (LBP) activities who are California Department of Public Health (CDPH) Lead Related Construction Inspector/Assessors (LRCIA) or Lead Related Construction Sampling Technicians (LRCST) with at least one team member with 5 years' experience in performing lead surveys of a comparable scope and complexity to this project.

Vista collected over 500 samples for LBP using approved sampling and testing methods and procedures. Vista evaluated and recorded the type, condition, and quantity of all LBP. The work included collection of samples from walls, ceiling, structure, and other surfaces where LBP may have been present. At least one sample of suspected LBP was collected for each color of paint present. Paint samples were analyzed by EPA Method EPA SW-846 6010 or 6020 with a 5 day TAT. Vista's lead survey included the use of a hand-held XRF direct read device to analyze representative painted and coated surfaces for evaluation of lead levels prior to focused paint chip sampling.

All asbestos and lead sample locations were clearly noted on appropriate building drawings identifying materials found to contain asbestos that are friable or non-friable. The ACM descriptions, locations and quantity determinations were clearly and easily identifiable.

Vista prepared separate reports for both asbestos and lead surveys. Vista's reports included the scope of work, list of regulations and standards applicable to work performed; certifications of survey members. The reports also included laboratory analytical findings, data type, condition, location, friability (ACM), and estimated quantities of ACM and LBP; as well as building layouts and plans identifying sample locations. Homogeneous areas of ACM and LBP were shown clearly on drawings and were easily cross-referenced to the text. Completed chain of custody records were also provided for samples submitted for lab analysis. The reports were provided in digital format with hard copies available upon request.

Understanding of Scope of Work

Vista Environmental Consulting's (Vista) management and field staff have reviewed the following documents provided to prepare this proposal:

- Wallace Group Request for Proposal for the Stockade Demolition – Abatement Oversight & Air Monitoring, emailed to Vista on July 17, 2020
- Wallace Group, Request for Proposal – Update: July 24, 2020
- Appendix A – Stockade Plans
- Appendix B – Stockade Specifications
- Appendix C – Notice to Bidders
- Appendix D – Addendum #1
- Appendix E – Addendum #2
- Appendix F – Addendum #3
- Vista's report "S202, Task 2 7 3 – Pre-demolition Hazardous Materials Survey, Stockade Complex, Marina, California" dated October 3, 2017.

Vista's staff has extensive experience working as a team member with construction management firms, architects, engineers, and other environmental professionals on demolition and renovation/modernization projects. Our ability to understand all facets of architectural and engineering design drawings from selective demolition to new construction enables us to meet our client's needs and to tailor our scope of work to fit the unique requirements of each and every project. Our knowledge and experience working on hazardous materials remediation projects with contractors and regulatory agencies has helped us team with the owner's representatives and other design team members to keep hazardous materials related change orders nearly non-existent, and bring in the projects safely, on-time and on-budget.

It is Vista's understanding to serve as construction administration support and third party oversight, monitoring and inspection during the Stockade Complex HazMat Materials Abatement and Building Removal project. Vista confirms that the scope of work includes, but is not limited to;

- Review of environmental submittals outlined in the specifications, including the work plan.
- Provide air monitoring and observations services for duration of abatement and Hazmat portion of the project for up to 100 days of the base bid.
- Vista staff will be onsite during all abatement operations, monitoring the activities of the abatement contractor.
- Attend weekly virtual construction meetings, review the schedule and assist with RFI responses.
- Identify, prepare, log and monitor all potential contract change orders, extra work, and disputes related to abatement work.
- Provide area air monitoring for lead and upwind/downwind fence line monitoring for total dust for up to 40 days during the Additive Alternative phase, Stockade Buildings Removal and Disposal.
- Provide monthly invoices, broken down by project component, identifying each individual's actual hours.
- Provide supporting invoices for direct and subcontracted costs.
- Deliver closeout documentation including, but not limited to, daily observation logs, quantity verification, photo documentation, air sampling reports, and daily/weekly submittal reviews.

Project Approach

Vista Environmental Consulting (Vista) understands that the Wallace Group is seeking a Sub consultant who is a certified Environmental Professional to support construction management and inspection services for the Stockade Complex HazMat abatement and Building Removal Project. This project includes the Stockade Building (B4953), Maintenance Building (B4954), Generator Building (B4955), Sewage Pump Station (B4957), Storage Building (B4951), three Guard Towers (B4950, B4952 and B4956) and paved Areas. The following is our general approach for the requested services in accordance with the RFP and Addenda No.1, No.2 and No. 3 as well as our understanding of the project.

Base Bid – Hazardous Material Abatement, Removal & Disposal:

Submittal Review:

- Vista will review environmental submittals outlined in the specification and all other existing documentation prior to start to gain a deeper understanding of the full scope of the project.
- Vista will provide a Submittal Review Form to the abatement contractor identifying which submittal items have been reviewed and if the documents are accepted, missing, or accepted with conditions. Vista will conduct multiple rounds of reviews, as needed, until submittals are deemed accepted, and abatement can begin.

Air Monitoring and Observation Services:

- Vista will perform a pre-abatement visual assessment of the project site to assess any changes in the hazardous materials condition from the 2017 survey report that would warrant additional pre-cleaning or MBARD reclassification from non-friable to friable categories.
- Vista will attend a scope of work walkthrough with the abatement company to discuss their work plan and the overall scope and expectations of the project.
- Prior to abatement inside every regulated area or containment Vista will conduct a pre-visual inspection of containment setup and proposed removal methods to make sure it is in compliance with the project specifications and pertinent regulations.
- Vista will provide Air Monitoring and Observation services for the duration of the Abatement and Hazmat services. Vista will collect daily asbestos and/or lead air samples as necessary during abatement to be sent to an accredited laboratory for analysis and update the Wallace Group on the results of those samples.
- Vista will perform daily observation and monitoring of the abatement and removal of the hazardous materials at the Project Site. Observation includes visual inspections of work area cleanliness and thoroughness in compliance with regulations, and inspections of surrounding areas to verify materials have not migrated outside the designated work areas.
- Vista will record daily activity on field forms that inform the owner of what occurred on the site as it pertains to the abatement. Upon completion of the abatement activity, Vista will provide the owner or the owner's representative with a clearance memo for the phase of the project that has been completed.
- At the completion of the abatement activity, Vista will conduct a final visual to assure the contractor removed the materials in accordance with the project documents.
- Vista will perform area air monitoring utilizing Phase Contrast Microcopy (PCM) for asbestos, as needed. PCM air samples will be collected and read on-site by our NIOSH 582 trained and AIHA PAT program proficient technicians. Clearance air samples will be sent to an accredited laboratory with a 24-hour turnaround time.
- Vista will also collect up to 2 lead air samples per shift, as necessary. All lead air samples will be sent to an accredited laboratory for analysis on 24-hour turnaround time.
- Vista will field manage hazardous, non-hazardous manifests and monitor all waste shipments from the site. Waste shipments will be recorded on a spreadsheet and will include landfill weight ticket results obtained from the abatement contractor.

On-Site Presence

- A member of Vista's professional staff will be onsite daily to verify site conditions for each structure being abated and monitor and record the activities of the abatement contractor to ensure they are abiding by all regulations governing such work.
- Any abatement contractor deficiencies that cannot be corrected immediately in the field will be communicated to the Wallace Group.

- Vista’s staff will act as liaison to MBARD inspectors during their site visits. Any comments or concerns from them will be communicated to the project team.

Weekly Virtual Construction Meetings

- Prior to the start of the abatement activities, Vista will attend a kick-off meeting with the Wallace Group to confirm our understanding of the proposed scope of work and discuss the schedule, access arrangements, available survey reports and building documentation, and other parameters as appropriate. This meeting will be the start of developing project management methods, so that communication and coordination with the Wallace Group will run smoothly and the project schedule will stay on-track and within budget.
- Vista will also attend weekly virtual construction meetings throughout the project, as needed.

Change Orders & Disputes

- While on-site, Vista will take care to identify, prepare, log and monitor all potential contract change orders, extra work, and disputes that arise related to abatement work.
- Any such issues that should arise will be promptly communicated to the Wallace Group.

Invoices

- Vista will provide monthly invoices, broken down by project component, identifying each individual’s actual hours. If used, supporting invoices for direct and subcontracted costs will also be provided.

Deliverables

- At the end of the abatement activities Vista will provide the Wallace Group with deliverables in a PDF format that includes an executive summary, daily observation logs, A spreadsheet with building(s), materials, material locations, quantities, air sampling reports, field drawings showing sample locations and material location, pictures of unusual conditions/materials will be included as appropriate enhance the report and the understanding of the data by the end users and submittal review.
- Summary of project deliverables:
 - Daily Observation Logs
 - Quantity Verification
 - Photo Documentation
 - Air Sampling Reports
 - Submittal Review
 - Assist with RFI responses
 - Schedule Review
 - Work Plan Review
 - Clearance Reviews

ADDITIVE ALTERNATIVE – Stockade Buildings Removal & Disposal:

The Additive Alternative phase comprises the removal and disposal of Stockade buildings identified in this project. During this phase, Vista recommends that fence line lead air sampling be conducted, as well as upwind and downwind dust monitoring. It is anticipated that this phase of the project will require 40 working days.

Vista will provide a technician to this project for the following:

- Fence line lead air sampling will be conducted. Up to 2 lead air samples will be collected per shift. Samples will be submitted under proper chain of custody procedures to an accredited laboratory for analysis on a 24-hour turnaround.
- Vista's technician will set-up two TSI 8533 DRX DustTrak machines daily for continuous monitoring of dust PM10 levels: one at the upwind perimeter of the work area and one in a downwind location. DustTrak machines will be mounted on tripods approximately 5 feet above the ground surface.
- One Kestrel 2000 pocket wind meter will be used to measure wind speed and direction every 30 minutes. Weather conditions will also be recorded.
- DustTrak locations will be adjusted throughout the day based on changes in wind pattern.
- Monitoring data will be recorded on a regular time interval of approximately every 30 minutes to manually record the following parameters: date; time; field activity; sampling locations; wind speed and direction; weather conditions; dust monitor levels in mg/m³; and corrective actions taken (if applicable).
- Demolition contractor activities will be recorded on Daily Field Logs. Vista will observe if the contractor followings MBARD rule 439 – Building Removal especially in regard to visible emissions (wetting) and work practice stands including work being prohibited when peak wind speed exceeds 15 miles per hour.
- Any demolition contractor deficiencies that cannot be corrected immediately in the field will be communicated to the Wallace Group.
- Vista's staff will act as liaison to MBARD inspectors during their site visits. Any comments or concerns from them will be communicated to the project team.
- If sub-surface utility piping such as asbestos-cement or tar wrapped piping is discovered during the demolition/grading, Vista will observe activities and air monitor as per the Base Bid approach.
- Deliverables include DustTrak data, as well as Daily Field Logs, site maps and field notes provided in pdf format.

Estimated Fees

The fees presented below are based on time and material fees, not to exceed amounts at the following fee schedules:

Base Bid (100 Shifts)

Tasks:

1. Construction Administration: Includes, but not limited to submittal review, some meetings, and assistance with RFIs.
2. Abatement Oversight and Air Monitoring: Includes daily observation, air monitoring, weekly virtual meeting, and assisting on potential change orders.
3. Closeout Deliverables

Breakdown:

Task	Staff	Hours	Rate	Total
1	Project Manager	6	\$145.00	\$870.00
1	Senior Technician	4	\$100.00	\$400.00
1	Clerical	4	\$60.00	\$240.00
Task 1 Total				\$1,510.00
2	Senior Technician*	800	\$114.00	\$91,200.00
2	Project Manager	30	\$145.00	\$4,350.00
2	Clerical	10	\$60.00	\$600.00
Task 2 Total				\$96,150.00
3	Project Manager	6	\$145.00	\$870.00
3	Senior Technician	6	\$105.00	\$600.00
3	Clerical	4	\$60.00	\$240.00
Task 3 Total				\$1,710.00
Base Bid Total				\$99,370.00

*Rate is fully burdened with analytical costs, equipment, and other consumable and reimbursable costs.

The fee for Base Bid task activities, as outlined above, will be determined on a time and materials basis, based on the following fully burdened daily shift rate schedule:

Daily Shift Rate \$993.70
Total for 100 Shifts \$99,370.00

Additive Alternate (40 shifts)

Breakdown:

Staff	Hours	Rate	Total
Project Manager	16	\$145.00	\$2,320.00
Senior Technician - Reporting	6	\$100.00	\$630.00
Senior Technician - Field*	320	\$114.00	\$36,480.00
Clerical	8	\$60.00	\$480.00
Dust Monitoring Equipment	2 (Months)	\$2,760.00	\$5,520.00
Additive Alternative Bid Total			\$45,430.00

*Technician rate is fully burdened with analytical costs, and other consumable and reimbursable costs.

The fee for Additive Alternative Bid activities, as outlined above, will be determined on a time and materials basis, based on the following fully burdened daily shift rate schedule:

Daily Shift Rate \$1,135.75
Total for 40 Shifts \$45,430.00

These prices include all tasks and costs related to each respective project as described above, including project management, technician & administration time, materials, travel, laboratory fees, equipment and all other incidental costs to monitor the project.

As a firm, we have the experience and commitment necessary to fulfill and execute the services being requested by the Wallace Group for the Stockade Demolition Project. Thank you for the opportunity to submit this proposal.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "C. Bove". The signature is fluid and cursive, with the first name "Charles" and last name "Bove" clearly distinguishable.

Vista Environmental Consulting, Inc.
Charles Bove, President, CEO

**AMENDMENT No. 1 TO THE CITY OF MARINA AGREEMENT FOR ON-CALL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS AMENDMENT No. 1 (“Amendment 1”) to the City of Marina Agreement for On-Call Construction Management and Inspection Services is made this August____, 2020, by and between the City of Marina, a California charter city, herein referred to as the “CITY” and Wallace Group, a California Corporation herein referred to as the “CONTRACTOR”. CITY and CONTRACTOR are sometimes referred collectively as the “Parties” in this Amendment.

Recitals

- A. On May 8, 2020, CITY and CONTRACTOR entered into the Agreement for services to provide on-Call Construction Management and Inspection Services pertaining to various City projects and to provide on-call support services for the City on an as-needed basis as determined by the City Engineer.
- B. The Agreement provides it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to increase the total annual compensation cap.
- C. Only the numbered Articles of the Agreement which are being amended are set forth in this First Amendment.

Terms & Conditions Amended

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

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

(a) “City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in accordance with the provisions of this Section and the hourly rate(s) and reimbursable schedule(s) attached hereto as Exhibit B and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to **Six Hundred Thousand Dollars (\$600,000)** per fiscal year, which runs from July 1 to June 30, and that “not to exceed” amount will be prorated for the period from the Commencement Date to the remainder of the first fiscal year of the Agreement.”

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the to the City of Marina Agreement for On-Call Construction Management and Inspection Services to increase the annual compensation cap and for CONTRACTOR to provide on-call construction management and inspection support services for the City on an as-needed basis as determined by the City Engineer on the date(s) and year written below.

CITY OF MARINA

Wallace Group, a California Corporation

By: _____
Layne Long
City Manager

By: _____
Name:
Its:

Date: _____ 2020

Date: _____ 2020

(Attestation & Approval follow)

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
RECEIVING A PRESENTATION AND PROVIDING COMMENTS ON THE
DEL MONTE BOULEVARD EXTENSION AND PATTON PARKWAY
CONNECTION PROJECT.**

REQUEST: It is requested that the City Council consider

1. Adopting Resolution No. 2020-, receiving a presentation & providing comments on the Del Monte Boulevard Extension and Patton Parkway Connection Project.

BACKGROUND:

The City of Marina and Fort Ord Reuse Authority Capital Improvement Programs (CIP) identify the Del Monte Blvd. (previously 2nd Avenue) Extension project from “The Dunes” project, north to Del Monte Blvd., (Project No. R05) and a project for connecting the new Patton Parkway to the Del Monte Blvd. Extension, (Project No. R37).

At the regular meeting of July 16, 2016, the City Council adopted Resolution No. 2016-124, approving an Agreement between the City of Marina and Diablo Engineering Group of Oakland, California, for the design of both projects now known as the Del Monte Blvd Extension Project. The same design team started the original 2nd Avenue Extension design as well as the Traffic Study for the State Route 1/Imjin Pkwy/2nd Avenue interchange. The firm’s historical knowledge base as well as experience with Caltrans specifically for this project area has supported the continued progress to the current design status which is nearing 90% completion for the first phase.

At the regular meeting of March 19, 2019, the City Council adopted Resolution No. 2019-27, approving an agreement between Denise Duffy & Associates, Inc. (DD&A) and the City of Marina for Environmental Services for the Del Monte Boulevard Extension Project. At this time, DD&A is nearing completion of the first draft of the Initial Study and will be circulating the study for public review shortly.

ANALYSIS:

Today State Route 1 is the most direct connection between developing South Marina and Downtown/Central Marina. This is a result of legacy barriers remaining from the former Fort Ord that limit north-south connectivity between Central Marina and the redevelopment of the former military fort to the south. The new corridor will provide a solution to a comprehensive multimodal transportation need and address transportation challenges for planned development along this important corridor. The project will directly improve current traffic congestion issues along the interchange corridor of State Route 1 as well as provide a new corridor for bicycle and pedestrian connectivity between Central and Southern Marina. The project will integrate the adopted Fort Ord Base Reuse Plan, the Metropolitan Transportation Plan/Sustainable Communities Strategy, the Regional Transportation Plan, the County-wide Active Transportation Plan, the City of Marina’s Pedestrian and Bicycle Plan, and the City of Marina's Downtown Vitalization Plan (currently in development).

The project design, partnering with Caltrans, will invest in the City’s roadway network that promotes complete streets, implements sustainable communities’ strategies, and improves multi-modal access, connectivity, safety, security, system preservation, economic vitality and environmental quality. The complete streets elements to the corridor project will incorporate the County’s first dedicated e-bike pathway, creating a truly multi-modal corridor the City has been pioneering and implementing in all current and future Development planning.

Specific design aspects of the project include:

- Class 4 on-street E-Bike/E-Scooter facilities, safety signs and pavement markings.
- Dedicated off-street E-Bike facilities
- Bike parking facilities.
- Sidewalks
- High visibility crosswalks at intersections
- Pedestrian flashing beacons at pedestrian crossings wherever applicable.
- Improved bicycle and pedestrian crossings at the signalized Imjin Parkway and Second Avenue intersection.
- Improve bicycle and pedestrian crossings at connection to existing Del Monte Boulevard.
- Necessary drainage improvements needed along Del Monte Boulevard Extension.
- “Green Street” concepts, including storm water quality measures where possible.
- Underground utilities.

To accommodate the proposed improvements and coordinate with local development of the Dunes Opportunity Phase and Caltrans right-of-way, the project corridor has been divided into three (3) cross-sections that both define the corridor with its multi-modal functions and conform to the constraints of the Highway 1 corridor. These details are highlighted in **EXHIBIT A**.

FISCAL IMPACT:

The projects are identified as Public Facilities Impact Fees (PFIF) and the former Fort Ord Reuse Authority (FORA) CIP for which the City’s replacement Community Financing District fees could be considered. The total estimated cost for the combined projects is approximately \$17 Million.

The development of the final design will move forward with the remaining CIP project budget. Staff will continue to engage with Caltrans and Regional Transportation Planning support in investigating funding sources for construction.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECEIVING A PRESENTATION AND PROVIDING COMMENTS ON THE DEL MONTE BOULEVARD EXTENSION AND PATTON PARKWAY CONNECTION PROJECT.

WHEREAS, the City of Marina and Fort Ord Reuse Authority Capital Improvement Programs (CIP) identify the Del Monte Blvd. (previously 2nd Avenue) Extension project from “The Dunes” project, north to Del Monte Blvd., (Project No. R05) and a project for connecting the new Patton Parkway to the Del Monte Blvd. Extension, (Project No. R37), and;

WHEREAS, at the regular meeting of July 16, 2016, the City Council adopted Resolution No. 2016-124, approving an Agreement between the City of Marina and Diablo Engineering Group of Oakland, California, for the design of both projects now known as the Del Monte Blvd Extension Project. The same design team started the original 2nd Avenue Extension design as well as the Traffic Study for the State Route 1/Imjin Pkwy/2nd Avenue interchange. The firm’s historical knowledge base as well as experience with Caltrans specifically for this project area has supported the continued progress to the current design status which is nearing 90% completion for the first phase, and;

WHEREAS, at the regular meeting of March 19, 2019, the City Council adopted Resolution No. 2019-27, approving an agreement between Denise Duffy & Associates, Inc. (DD&A) and the City of Marina for Environmental Services for the Del Monte Boulevard Extension Project. At this time, DD&A is nearing completion of the first draft of the Initial Study and will be circulating the study for public review shortly, and;

WHEREAS, today State Route 1 is the most direct connection between developing South Marina and Downtown/ Central Marina. This is a result of legacy barriers remaining from the former Fort Ord that limit north-south connectivity between Central Marina and the redevelopment of the former military fort to the south. The new corridor will provide a solution to a comprehensive multimodal transportation need and address transportation challenges for planned development along this important corridor. The project will directly improve current traffic congestion issues along the interchange corridor of State Route 1 as well as provide a new corridor for bicycle and pedestrian connectivity between Central and Southern Marina. The project will integrate the adopted Fort Ord Base Reuse Plan, the Metropolitan Transportation Plan/Sustainable Communities Strategy, the Regional Transportation Plan, the County-wide Active Transportation Plan, the City of Marina’s Pedestrian and Bicycle Plan, and the City of Marina’s Downtown Vitalization Plan (currently in development), and;

WHEREAS, the project design, partnering with Caltrans, will invest in the City’s roadway network that promotes complete streets, implements sustainable communities’ strategies, and improves multi-modal access, connectivity, safety, security, system preservation, economic vitality and environmental quality. The complete streets elements to the corridor project will incorporate the County’s first dedicated e-bike pathway, creating a truly multi-modal corridor the City has been pioneering and implementing in all current and future Development planning, and;

WHEREAS, specific design aspects of the project include: Class 4 on-street E-Bike/E-Scooter facilities, safety signs and pavement markings, Dedicated off-street E-Bike facilities, Bike parking facilities, Sidewalks, High visibility crosswalks at intersections, Pedestrian flashing beacons at pedestrian crossings wherever applicable, Improved bicycle and pedestrian crossings at the signalized Imjin Parkway and Second Avenue intersection, Improve bicycle and pedestrian crossings at connection to existing Del Monte Boulevard, Necessary drainage improvements needed along Del Monte Boulevard Extension, “Green Street” concepts, including storm water quality measures where possible, Underground utilities, and;

WHEREAS, to accommodate the proposed improvements and coordinate with local development of the Dunes Opportunity Phase and Caltrans right-of-way, the project corridor has been divided into three (3) cross-sections that both define the corridor with its multi-modal functions and conform to the constraints of the Highway 1 corridor. These details are highlighted in **Exhibit A**, and;

WHEREAS, the projects are identified as Public Facilities Impact Fees (PFIF) and the former Fort Ord Reuse Authority (FORA) CIP for which the City’s replacement Community Financing District fees could be considered. The total estimated cost for the combined projects is approximately \$17 Million, and;

WHEREAS, the development of the final design will move forward with the remaining CIP project budget. Staff will continue to engage with Caltrans and Regional Transportation Planning support in investigating funding sources for construction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby receive a presentation & provide comments on the Del Monte Boulevard Extension and Patton Parkway Connection Project.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of August 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A





City of Marina

Del Monte Boulevard Extension Project



February 2019