

City of Piedmont
COUNCIL AGENDA REPORT

DATE: October 2, 2023

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of an Agreement with Coastland Engineering for As-Needed City Engineering Services in the Annual Not to Exceed Amount of \$400,000; Authorization of Additional Services for: (1) the City's FY2023 Pavement Rehabilitation Project and (2) the Aquatic Center Inspections, up in the Not to Exceed Amounts of \$163,846 and \$259,250, Respectively

RECOMMENDATION

By a single motion, take the following action with regard to the proposed agreement with Coastland Engineering to provide various City Engineering Services:

1. Approve the proposed agreement with Coastland Engineering for As-Needed City Engineering Services, based on a time and materials basis, at an amount not to exceed the annual budget of \$400,000.
2. Approve two additional services scopes under the proposed agreement, one for the City's FY2023 Pavement Rehabilitation Project and a second for Aquatic Center Inspections, with not to exceed amounts of \$163,846 and \$259,250, respectively, and authorize the City Administrator to expend up to those amounts as required.

BACKGROUND

Coastland Engineering has provided the City with as-needed, on-call City Engineering Services since 2011. The base professional services have included representation at City Council meetings, participation in regional meetings on the City's behalf, responding to public inquiries, and management of the City's capital improvement program. Additional engineering services provided have included project specific design services, construction inspection, and Building Department services.

In addition to the baseline as-needed, on-call City Engineering Services, staff and Coastland have discussed having Coastland perform additional services for (i) design, other engineering, and (through a subconsultant) surveying services for the City's FY2023 Pavement Rehabilitation Project, and (ii) building, fire and public works inspection services for the City's Aquatic Center Project.

DISCUSSION

Staff have evaluated the performance of professional services associated with Coastland Engineering, and have determined that the firm is uniquely qualified to provide the City with as-needed City Engineering services. This evaluation is based on their in depth knowledge of Piedmont's infrastructure, past project experience, technical methodology and approach, client-oriented problem solving, and the demonstrated ability to provide the requested services to other comparable municipalities. For similar reasons, staff have determined that Coastland Engineering is uniquely qualified to provide the City with additional services in connection with City's FY2023 Pavement Rehabilitation Project and Aquatic Center Inspections.

Under this proposed agreement, Coastland Engineering will continue to provide John Wanger as the City Engineer, and other as-needed City Engineering services on an as-needed basis. Additionally, Coastland Engineering will provide, as additional services, the specified services for the FY2023 Pavement Rehabilitation Project and Aquatic Center Inspections. The on-call services provided under the agreement will be limited to an annual not-to-exceed amount of \$400,000. The not to exceed amounts for the specified additional FY2023 Pavement Rehabilitation Project and Aquatic Center Inspections services are \$163,846 and \$259,250, respectively. The term of the proposed agreement is two years with the ability to extend the agreement annually upon written mutual consent of both parties. The proposed agreement may be terminated by the City in whole or in part at any time. Any costs in excess of the above amounts will be subject to further City Council approval. The effective date of the proposed agreement is July 1, 2023, although certain of the Aquatic Center Inspections services will have been performed prior to that.

Similarly to the currently included additional services, the City may periodically identify additional work activities and enter into project specific authorizations. This work would be in addition to the as-needed services and additional services specified un the agreement. It would also be subject to Council approval due to the total value of the contracted arrangement exceeding City Administrator authority.

FISCAL IMPACT

The \$400,000 in professional services for as-needed services is included in the FY 2023-24 Approved Budget. Staff expects to seek a similar budget amount for as-needed City Engineering services for the FY 2024-2025 budget. Costs for the FY2023 Pavement Rehabilitation Project services will come from Measure BB funds, and costs for the Aquatic Center Inspections services will come from the Measure UU funds.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved the agreement as to form.

ATTACHMENTS

Attachment A: Contract, including

- Exhibit A: As-Needed Scope of Services
- Exhibit B: Coastland Engineering Fiscal Year 2023-24 Rate Schedule

- Exhibit C: FY2023 Pavement Rehabilitation Project Services
- Exhibit D: Aquatic Center Inspections Services

By: Daniel Gonzales, Public Works Director

CONTRACT

This Contract made _____, 2023, to be effective July 1, 2023 (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and Coastland Civil Engineering, LLP, a California limited liability partnership ("Independent Contractor").

- A. City is a municipal corporation which needs certain services as more specifically set forth hereafter.
- B. Independent Contractor agrees to provide these services to the City under the terms and conditions set forth in this Contract (“Contract”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein. City retains the right at its sole discretion to contract with or use the services of any other person or entity for any type of engineering services at any time, and nothing in this Contract requires the City to use Independent Contractor either exclusively, or even primarily, or at all for specific types of engineering services,

2. Compensation

- a. City will pay the Independent Contractor on a time and materials basis for a not to exceed amount of \$400,000.00 dollars per fiscal year for the services described in Section 1 above, based on the current hourly rate schedule attached as Exhibit B. Except as provided in Exhibit B or as City may approve in its sole discretion, City will only reimburse costs identified on Exhibit B, and without premium or markup. Exhibit B shall remain fixed through June 30, 2024, and rates for each subsequent year are subject to adjustment based on mutual agreement with the City. Notwithstanding the foregoing, if City and Independent Contractor agree to any fixed or maximum fees for any period or services, those shall control.
- b. Independent Contractor will provide City with monthly statements of fees earned and permitted reimbursable costs incurred for services provided during the month. Each statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, a reasonable itemization of all costs, and receipts or other backup the City may reasonably request.
- c. City shall issue payment within 30 days of receipt of satisfactory invoices.

3. Additional Services and Compensation

- a. In addition to the services described in Section 1 above, Independent Contractor will provide, as additional services, the FY2023 Pavement Rehabilitation Project Services described in Exhibit C-1, and the Aquatic Center Inspections Services described in Exhibit D-1. As provided in Exhibit C-2 and Exhibit D-2, the not to exceed amounts for the FY2023 Pavement Rehabilitation Project Services and Aquatic Center Inspections Services are \$163,846 and \$259,250, respectively. All such additional services shall be performed under the terms and conditions of the applicable exhibits and of this Contract, including Aquatic Center Inspections Services performed before the Effective Date of this Contract. In the event of any conflict between any portion of Exhibit C or Exhibit D and the non-exhibit portion of this Contract, the latter shall control.

4. Term

This Contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate 24 months from the Effective Date but can thereafter be reauthorized annually via a mutually agreed upon written amendment.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Contract, Independent Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, computers and telephone service as is necessary for Independent Contractor to provide the services under this Contract. Independent Contractor - not City - has the sole responsibility for payment of the costs and expenses incurred by Independent Contractor in providing and maintaining such items.

6. Contractual Relationship

The parties intend that an independent contractor relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract, subject to Section 18 "Conflicts" below. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively “Indemnitees”) from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorney’s fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) (“Liability”), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Independent Contractor shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Independent Contractor, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Independent Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of California, with Statutory Limits.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor’s services, and not less than \$2,000,000 per occurrence.

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

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this Contract, Independent Contractor’s insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor’s insurance and shall not contribute with it.

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

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability/Subcontracting

Independent Contractor shall not assign, delegate, subcontract, or transfer any interest in this Contract nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City. Nevertheless, Independent Contractor will remain fully liable and responsible for all services under this Contract.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, in person (by hand or by courier), via prepaid U.S. certified or registered mail, return receipt requested, or by recognized overnight (or better) courier that maintains delivery records, addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 1400 Neotomas Avenue, Santa Rosa, CA 95405, or at such other address as each party shall give the other in writing from time to time. Notices shall be deemed received at the time of delivery on a business day (and if not on a business day or after 5:00 pm local time on a business day, on the next business day) or when delivery is refused.

12. Governing Law

This Contract shall be governed by the laws of the State of California applicable to contracts executed and wholly performed in that state. Jurisdiction and venue of litigation arising from this Contract shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract in whole or in part for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services if desired, if the terminating party is the City.
- b. The City may terminate the Contract at any time without cause, in whole or in part, upon at least sixty (60) days prior written notice to the Independent Contractor. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. Additionally, if the City terminates this Contract without cause in part, the parties shall continue performing their obligations with respect to the non-terminated portion(s) of this Contract as if no termination without cause had occurred.
- c. If this Contract is terminated in part, the parties shall continue performing their obligations with respect to the non-terminated portion(s) of this Contract as if no termination had occurred, or as otherwise directed by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Conflicts.

Independent Contractor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Contract. Without limitation, Independent Contractor represents to and agrees with City that Independent Contractor has no present, and will have no future conflict of interest between providing the services contemplated under this Contract to City and any interest Independent Contractor may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to City, as determined in City's reasonable judgment.

19. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Contract shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

20. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Contract, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made by the City, or upon written consent of City.

21. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required

of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

22. Waiver

Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Contract.

23. No Third Party Beneficiaries.

Nothing in this Contract shall operate to confer rights or benefits on persons or entities who are not parties to this Contract.

24. Severability.

If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or local statute, ordinance or regulation the remaining provisions of this Contract or the application thereof shall not be invalidated thereby and shall remain in full force and effect to greatest extent permitted by law.

25. Construction.

Headings or captions to the provisions of this Contract are solely for the convenience of the parties, are not part of this Contract, and shall not be used to interpret or determine the validity of this Contract. Any ambiguity in this Contract shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

COASTLAND CIVIL ENGINEERING,
LLP:

By: _____
[Title]

By: _____
[Title]

Attest:

Sheri Hartz, Interim City Clerk

Approved as to Form:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

Exhibit A- As-Needed Scope of Services

Engineering

1. Perform statutory responsibilities of City Engineer and provide support for the Director of Public Works.
2. When directed, attend City Council, Planning Commission, and other Committee meetings.
3. Establish working relationships and coordination with other public agencies, County Departments and private utilities involving engineering matters affecting City.
4. When directed, recommend regulations and ordinances pertaining to engineering matters.
5. When directed, provide technical advice to City personnel assigned to public works activities.
6. Upon City's request, advise the City as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding.
7. Capital Projects - From time to time, the City may have the need for the Independent Contractor to perform work for City projects not covered by the scope of services described herein. Accordingly, the Independent Contractor shall provide a separate scope of work, timeline and estimated fee for completion of said work. Written approval shall be received prior to starting on any project-related work. Scopes of work for capital projects may include, but not be limited to the following:
 - a. Prepare conceptual plans, improvement plans, specifications and/or estimates for City projects.
 - b. Provide project management services associated with state and federally funded projects.
 - c. Provide special engineering reports regarding such matters as assessment district formation, developer fees, etc.
 - d. Coordinate with utility companies in the relocation of affected utilities.
 - e. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.

For projects that are outside the expertise of the Independent Contractor or for projects that the City desires to solicit proposals from other consultants, unless the City specifies otherwise, Independent Contractor shall assist the City in preparing requests for proposals to retain consultants to provide design services and shall oversee and manage said design efforts on behalf of the City.

8. Provide Construction Management, Construction Administration and Construction Inspection as requested.
9. Review and assist in the maintenance of records and plans for streets, storm drains, sanitary sewers, public easements, publicly-owned facilities, and base maps, utilizing the city's GIS system and coordinating such work with the city's Information Systems Manager.
10. Perform the statutory functions of City Engineer pertaining to the review and checking of land divisions and land development activities.
11. Review engineering plans for current public and private development projects, including the review of improvement plans prepared by outside engineers, and assist with the preparation of construction management plans for new construction.
12. Establish performance, labor and material, maintenance and monument bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
13. If needed, provide construction observation services as a City Official during the construction of development related improvements by private developers (grading, street, storm drain, and sewer improvements) and encroachment permits and, at the proper time, recommend notices of completion and, acceptance of the work.
14. Review, approve and process tentative maps, parcel maps and final maps pursuant to the Piedmont Municipal Code and the Subdivision Map Act.
15. Provide engineering design, analysis and/or consultation in the areas of traffic engineering, underground assessments, survey work, etc. which may be required periodically.
16. Provide Building Department plan check and/or inspections as requested.
17. The City may from time-to-time have the need for other services not specifically listed in this agreement for which the Independent Contractor has the necessary experience and capabilities. The City may authorize Independent Contractor to perform such selected services on an as-needed basis. The City reserves the right to select other consultants for special projects as need and approved by City Council.

Staffing

John Wanger shall serve as the City Engineer, subject to the continuing approval of the City, and shall not be replaced by Independent Contractor without the prior written approval of the City. Mr. Wanger shall have the primary responsibility for providing service to the City and shall make all appearances before the City Council personally unless agreed in advance with the City. It is understood that Mr. Wanger may assign projects and tasks to other members of Independent Contractor in performance of the duties of City Engineer, subject to the prior approval of the

Director of Public Works of any such assignment for other than minor projects and tasks.

Exhibit B - Rate Sheet

SCHEDULE OF HOURLY RATES
 July 1, 2023, through June 30, 2024

PROFESSIONAL SERVICES

Contract City Engineer	\$195/hour
Supervising Engineer	\$200 - \$230/hour
Senior Engineer	\$185 - \$205/hour
Associate Engineer	\$170 - \$190/hour
Assistant Engineer	\$150 - \$175/hour
Junior Engineer	\$140 - \$150/hour
Senior Engineering Technician	\$160 - \$180/hour
Engineering Technician	\$145 - \$160/hour
Engineering Aide	\$120 - \$140/hour
Resident Engineer	\$180 - \$205/hour
Construction Manager	\$165 - \$200/hour
Assistant Construction Manager	\$150 - \$170/hour
Construction Inspector*	\$155 - \$185/hour
Construction Administrator	\$110 - \$120/hour
Building Plan Check Engineer/Architect	\$170 - \$205/hour
Building Official and/or CASp	\$170 - \$205/hour
Supervising Building Inspector	\$175 - \$190/hour
Senior Building Inspector	\$145 - \$175/hour
Building Inspector (I & II)	\$125 - \$145/hour
Supervising Plans Examiner	\$170 - \$190/hour
Senior Plans Examiner	\$145 - \$170/hour
Plans Examiner (I & II)	\$115 - \$145/hour
Supervising Permit Technician	\$145 - \$155/hour
Senior Permit Technician	\$130 - \$145/hour
Permit Technician (I & II)	\$110 - \$130/hour
Administrative	\$110 - \$120/hour
VEHICLE	\$18.00 – \$25.00/hour
MILEAGE	\$0.68/mile
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- When applicable, mileage or vehicle rates will be charged, but not both.
- Includes services subject to prevailing wage rates.

Exhibit C - FY2023 Pavement Rehabilitation Project Services

Exhibit “C-1” SCOPE OF WORK

Task 1 – Meetings with City

We will initially meet with City staff to discuss project details, scope and coordinate efforts. After the 60% and 90% submittals, we will meet with the City to review their comments and answer any questions. We have included a total of three meetings under this task: one (1) kick-off meeting and two (2) progress design review meetings.

Task 2 – Background Information

We will assemble the available City information pertaining to the project including GIS base maps, and any additional pertinent information for the project. We will coordinate with outside utility companies to ensure that all existing facilities, both underground and overhead, are identified accurately during the preliminary design phase. We will prepare and send letters to EBMUD, PG&E, Comcast Cable TV and AT&T informing them of the project and requesting their facility drawings. Under this task we will follow up with each utility provider by preparing a 60% submittal package to each so they can verify the accuracy of their facilities. We do not anticipate that utility relocation will be required for this project due to the surface nature of the improvements, and as such potholing for utilities is not included in our scope. However, we do anticipate that some utility boxes may need to be adjusted to finish grade within the pedestrian ramps and/or bulb-out areas.

With this task, we will conduct a field review, take digital photos of the site and observe existing conditions in the field so we may be able to identify any unusual or special conditions that may affect the project design or construction. We will also take field measurements to supplement base mapping for the rubberized cape seal streets as well as determine areas for localized pavement repairs if needed.

Task 3 – Surveying

Through our subconsultant, Cinquini & Passarino (CPI), we will complete the needed surveying for this project. The work will include performing a ground topographic survey and preparation of a map at 1" = 20' scale with one-foot contour interval, primarily for the pedestrian ramp work associated with the project as well as the streets proposed for a mill and fill pavement rehabilitation treatment.

The roadways slated for mill and fill will be cross sectioned at intervals of approximately 25 feet from top face of curb to top face of curb. Additionally, driveway aprons and utilities in the roadway and utilities between the top face of curb and back of sidewalk will be located. The curb ramps identified for mapping will include detailed mapping of the entire curb return plus 30 feet beyond the curb return in each direction as measured along the face of the curb. In addition to top of curb, flowline of gutter, lip of gutter and back of sidewalk, CPI will locate the area five feet behind the back of sidewalk and extend the survey to the center of the roadway. Any intermediate grade breaks in the road will also be mapped.

Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger (at curb ramp areas only), retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.

Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations. The topographic map will horizontally relate to California Coordinate System of 1983, Zone III, Epoch 2017.50.

Task 4 – 60% Submittal

Following our background research, documentation gathering, utility coordination, survey and field review, we will prepare a 60% submittal, which will include initial paving plans and preliminary layout and grading plans for the pedestrian ramps and bulb-out areas, and a preliminary green infrastructure plan at Grand and Fairview. We will also prepare draft technical specifications and a preliminary cost estimate of probable construction costs. We will provide electronic copies of the plans, technical specifications and estimate (PDF) for City review and comment. During the review of the 60% submittal, we will work with the City to make a final determination as to whether the green infrastructure improvements will move forward with final design and included in the overall project. If it is decided to include the green infrastructure improvements, we will provide an amendment to include a scope of work and fee for this work.

Task 5 – 90% Submittal

Upon completion of the 60% submittal and review by the City, we will prepare a 90% submittal of the plans, specifications and engineer's estimate. The 90% documents will include the standard front-end bid documents, special provisions and technical specifications, improvement plans and associated details for the paving, ramp and enhanced crossing work and an estimate of probable construction costs. We will provide the City with an electronic set of the 90% PS&E documents (PDF) for City review and comment.

Coastland's Construction Management Department will perform a constructability review of the contract documents. Through this review, we will help minimize change orders and potential claims.

Task 6 – Final Documents

We will incorporate comments received with the 90% submittal and prepare final bid documents. We will provide the City with an electronic copy of the stamped and signed drawings (PDF files), specifications (Microsoft Word) and final cost estimate (Microsoft Excel).

Task 7 – Bidding Assistance

We will provide the City with the Notice to Bidders for publication in the local paper. We will coordinate with BPX for the bid administration and electronic plan room for contractors to submit bids. We will provide BPX with a PDF of the signed and stamped improvement plans and project specifications for them to upload to the electronic plan room. We will also provide bid assistance to the City to answer any questions that may arise during the bidding phase. This will include preparing up to two addendums that may be necessary.

We will run the bid opening meeting and review information submitted by the low and second lowest bidder for technical accuracy, ensure that all forms are signed, ensure the contractor is in good standing with the State Contractor's Licensing Board, verify necessary bonds are provided, check that insurance provided meets the contract specifications, check the status of the Contractor and any subcontractor's Department of Industrial Relations registration, and provide a staff report and resolution for the award of the project.

Exceptions to Scope of Services

The following work is not included in our proposal; however, Coastland would be pleased to provide these services if the City desires:

- Environmental studies: as this is work on existing facilities, this project should be categorically exempt. A statement to that effect will be included in the awarding resolution to the contractor.
- Right-of-way determination or preparation of associated documents. Our proposal assumes that the proposed work will be within the existing rights-of-way.
- Public participation effort. If this is something the City desires, we can provide an additional scope and fee to include this work.
- Meetings beyond those noted above.
- Construction assistance (an estimate of this will be provided once the bid documents have been finalized).

Exhibit "C-2"
ESTIMATED COST

Based on our scope of work, we are proposing that the services associated with this project be completed on a time and materials basis for a not-to-exceed amount of \$163,846. The amount quoted is assuming that all of the work for this project will fall under the scope of work as described in the proposal. If additional work is necessary that falls outside of this scope of work, the parties can either re-negotiate a new scope of work or the Consultant can provide these services on a time and materials basis per the Consultant's schedule of hourly rates.

Please note that in the not-to-exceed amount, includes an estimated amount of \$950 for reimbursable expenses (i.e. mileage, printing, plotting, etc.). These reimbursable costs will be billed at cost plus 15%.

Payments to Consultant shall be made in accordance with the Contract to which this exhibit is attached.



Exhibit D – Aquatic Center Inspections Services

Exhibit “D-1” SCOPE OF WORK

Building Inspections

Building inspections are anticipated to include inspections typically associated with similar facilities. Based on our review of the contract documents, we anticipate the following inspections:

- 90 Inspections by the building inspector
- 5 Temporary shoring inspections
- 2 Geotechnical/grading Inspections (done by Geo Con) which would also require a Building Inspection
- 10 Site Utility inspections
- 10 Accessibility inspections – forms and flatwork
- 10 Pool specific inspections
- 15 Electrical inspections
- 5 HVAC inspections
- 5 Solar PV and thermal inspections

The above totals 152 inspections. Of those inspections, our preliminary budget assumes that 25% of those inspections will require reinspection, resulting in an additional 38 inspections. This results in an estimated total number of inspections to 190 (just under 3 inspections per week). As we do not know how inspections will be scheduled, we are assuming a minimum of 4 hours per inspection. This results in a total of approximately 760 hours of Building Inspector time over the course of the job.

In addition to an inspector's time, we anticipate having additional support time for our inspector from our Supervising Building Inspector. We have assumed approximately 76 hours (roughly 10% of the Building Inspectors' time) to conduct up to 19 site visits (at 4 hours per visit) during the course of the project.

In addition to the inspection time, we also anticipate time will be required to review and process deferred submittals, RFI's, change orders and administrative support.

Fire Inspections

Based on the schedule provided by the contractor, there will be 12 fire protection inspections that we will be present for along with representatives from the Fire Department. We have assumed that 25% of these will require reinspection (3 re-inspections). As these are typically longer inspections, we have assumed up to 8 hours per inspection (including travel time for one of our fire specialists). We also anticipate that there will be time spent on deferred submittals associated with the sprinklers and alarm.

It should be noted that for all building and fire inspections, our approach is that Coastland will only be providing inspections associated with typical building department inspections. Our services do not include quality control, fit or finish of the facility. We have assumed that those items will be covered by both Griffin Structures and the design team.

Public Works Inspections

During construction of the offsite improvements, Coastland will provide daily part-time field inspection to review all work within the public right-of-way items to ensure that the contract work adheres to the contract documents, City standards and the established schedule. We anticipate we will have to be onsite during certain times of the project (verification of subbase grades and compaction, concrete pours, paving, some of the utility connections, etc.), but the remainder of the time, we should be able to provide as-needed inspections during the day, as we will be inspecting other projects within the City and can schedule inspections for the Aquatic Center as needed during the day.

We will maintain daily documentation and resolve issues by proposing field changes to George Sanen to assist in avoiding any delays. We will let George Sanen know when geotechnical testing is needed (concrete pours, compaction testing for base rock and paving, etc.).

Coastland will participate in weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations and safety and other concerns. It is our understanding that Griffin Structures will handle all Construction Management duties associated with the project. We will provide Griffin Structures with our daily reports and work with them to resolve issues with the contractor.

Based on this understanding, we anticipate the level of effort during the 59 working days of construction of the offsite improvements to be 4-6 hours per day (on average), resulting in a maximum of 354 anticipated hours. As mentioned, the level of effort that we will spend on this project will depend on the efficiency of the contractor and the time expended on the various segments of work. If the contractor takes longer than anticipated, we reserve the right to amend our estimated hours.

Period of Performance

Performance under this proposal is expected to start in approximately May 2022.

Exclusions:

- Construction Management
- Site Safety (this is the Contractor's responsibility)
- Quality Control (fit and finish of the construction – this will be Griffin Structures' and the design team's responsibility)
- Special inspections (to be provided by Geo Con)
- Geotechnical services or inspections (to be provided by Geo Con)
- Offsite water inspections (EBMUD responsibility)
- Landscaping inspections

Exhibit “D-2” ESTIMATED COST

The services shall be provided on a time-and-materials basis with a not-to-exceed overall budget amount of \$259,250 for the types of inspection services as follows:

Public Works Inspections: Our proposal is based on a project duration of 59 working days for public works inspections. We estimate that our inspector will spend 4-6 hours per day during construction. No overtime inspections have been included. If overtime work is required, it will be billed on an as-incurred basis.

Based on an overall estimate of 354 hrs. and based on our current hourly rate of \$160 per hour for a Public Works Inspector plus \$15/hour for vehicle time (this includes paying prevailing wage rates), our overall estimate for Public Works inspections is \$61,950. This is only an estimate and is based on the schedule provided by the contractor. Actual costs will be based on working days and efficiency of the contractor. If assumptions change, we reserve the right to modify this estimate.

Building Inspections: Our proposal is based on providing 190 site inspections by our Building Inspector and additional support services from our Supervising Building inspector, totaling 836 hours (this assumes 4 hour minimum per inspection.) Based on our current hourly rates, our proposed fee for inspections is \$127,300.

For the deferred submittal review and administrative support, we are estimating a budget of \$35,000. This brings the overall total estimate for building inspection services to \$162,300. This is only an estimate at this time. Actual costs will be based on working days and efficiency of the contractor. If assumptions change, we reserve the right to modify this estimate.

Fire Inspections: Our proposal is based on 15 total fire inspections at 8 hours for each inspection, for a total of 120 hours. Based on our current hourly rate of \$200/hour for our fire inspector specialist, our estimated budget for fire inspections is \$24,000. In addition to the inspections, for the deferred submittals and administrative support, we are estimating a budget of \$11,000. This brings the overall total estimate for fire inspection services to \$35,000. This is only an estimate at this time. Actual costs will be based on working days and efficiency of the contractor. If assumptions change, we reserve the right to modify this estimate.

In summary, the overall budget for both the Public Works Inspections, the Building Inspections and the Fire inspections, we are proposing the following:

Public Works Inspections:	\$ 61,950
Building Inspections:	\$162,300
Fire Inspections:	<u>\$ 35,000</u>
TOTAL	\$259,250

The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, the parties can re-negotiate a new scope of work or provide these services on a time and materials basis per Consultant's Schedule of Hourly Rates. Payments to Consultant shall be made in accordance with the Contract to which this exhibit is attached.