



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval:

File No.: 18.06.59

TOPIC: GRAND AVENUE PATHWAY CONNECTOR PROJECT

SUBJECT: ADOPTION OF RESOLUTIONS RELATED TO THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, CITY PROJECT NO. 11173:

1. RESOLUTION REJECTING THE BID PROTEST FROM GHILOTTI CONSTRUCTION COMPANY AND AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE GRAND AVENUE PATHWAY CONNECTOR PROJECT TO VALENTINE CORPORATION IN THE AMOUNT OF \$1,776,870, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$241,802, FOR A TOTAL APPROPRIATED AMOUNT OF \$2,018,672.
2. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR INSPECTION SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$146,328.
3. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH SIEGFRIED ENGINEERING, INC. FOR CONSTRUCTION SUPPORT SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$40,000, FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$348,737.

RECOMMENDATION: Adopt the resolutions for the Grand Avenue Pathway Connector Project.

BACKGROUND: Grand Avenue and Francisco Boulevard East form the primary corridor for residents living in the Canal Neighborhood, the most densely populated area in Marin County, to access the San Rafael Transit Center, SMART station, Montecito Plaza, and San Rafael High School. Local street connections between the Canal Neighborhood and the rest of the City are severely limited by the constraints of the San Rafael Canal waterway, the existing Grand Avenue Bridge, Highway 101, and Interstate 580. The Grand Avenue Pathway Connector Project ("Bridge Project") will fill a significant bicycle/pedestrian safety gap within a major north-south corridor and will successfully link to other recently constructed bicycle/pedestrian improvements on both Grand Avenue and Francisco Boulevard East.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

The Bridge Project will install a 12-foot-wide bicycle/pedestrian bridge immediately east of the existing vehicular bridge along Grand Avenue over the San Rafael Canal waterway and will link to the recently completed widened sidewalk at the intersection of Second Street at Grand Avenue. Furthermore, the Bridge Project will link to the future widened sidewalk along Francisco Boulevard East, planned for construction in 2020, thus providing a seamless bicycle/pedestrian facility from Downtown to the Canal Neighborhood that will greatly improve safety and connectivity in East San Rafael.

This project has been a long-standing, high-priority project for the San Rafael City Council. It moved from concept to design in [April 2011](#) when the City received a \$200,000 grant from the Association of Bay Area Governments to begin developing construction documents. Over the course of several years, City staff pursued construction funding for the Bridge Project through various grant opportunities, none of which resulted in construction funding being awarded. In 2017, staff worked closely with the Transportation Authority of Marin (TAM) to identify construction funding for the Bridge Project. The City has secured construction funding consisting of federal (i.e., Congestion Mitigation and Air Quality) and regional monies.

Following extensive review by Caltrans staff, the Bridge Project was determined to have no significant effect on the environment and is categorically exempt under National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements.

ANALYSIS: In addition to the actual construction contract, limitations on staff resources will require staff to obtain outside contractors to perform certain services needed for completion of the Bridge Project. Therefore, staff is recommending that the City Council approve three separate agreements, as set forth below.

1. Resolution re Award of Construction Contract

The project was advertised in accordance with San Rafael’s Municipal Code on May 25, 2018, and on June 28, 2018 at 10:00 AM the following bids were received and read aloud:

<u>BIDDER</u>	<u>AMOUNT</u>
Valentine Corporation	\$1,776,870
Ghilotti Construction Company	\$1,788,715
Thompson Builders Corporation	\$1,831,190 *
Granite Construction	\$2,096,995 *

* No DBE material submitted with these bids – Bidders are therefore disqualified

Valentine Corporation was initially found to be the low bidder, however, following the bid opening, City staff discovered a mathematical error in their bid tabulation. This error was deemed negligible, and Valentine Corporation accepted the corrected, and even lower, bid amount, and authorized City staff to proceed to award the construction agreement with this lower base bid amount.

The Bridge Project is partially supported by federal funding, and as such, requires prime contractors to either meet the City’s Disadvantaged Business Enterprises (DBE’s) participation goal or, if they do not meet the goal, show that they made a good faith effort

to solicit DBE's to participate. A DBE is a for-profit small business that is at least 51% owned and managed by one or more socially and economically disadvantaged individuals.

Following the bid opening, the City received a protest from the second low bidder, Ghilotti Construction Company contesting that the low bidder, Valentine Corporation, did not make a good faith effort to secure subcontractors or material suppliers who are DBE's, citing that Valentine Corporation achieved 2.52% DBE participation, but did not meet the City's goal of 6%. Ghilotti Construction achieved the goal with 6.2% DBE participation. The third and fourth low bidders submitted no DBE paperwork, which automatically deems their bids nonresponsive.

Following the bid opening, City staff reviewed the bids for compliance with the contract documents, including that the eleven step process to demonstrate good faith efforts was performed by the low bidder, Valentine Corporation. The protest of the second low bidder, Ghilotti Construction Company, centers around a business decision made by the low bidder to reject the bids of a particular DBE for two items of work in favor of a lower bid from a non-DBE subcontractor on one item and doing the work itself on the other item. Staff has concluded that this was a reasonable business decision given the bid amounts, and does warrant a finding that the low bidder did not make the required good faith efforts. To the contrary, staff has concluded that while Valentine Corporation did not meet the City's DBE goal, it did provide proof that it made a good faith effort to solicit DBE bids. Since the low bidder made a good faith effort to solicit DBEs, and in fact has five other DBE subcontractors and/or material suppliers ready to work on this project, it is staff's recommendation that Council reject the bid protest and award the contract to the low bidder, Valentine Corporation.

This project is identified in the Capital Improvement Program. The construction bids have been reviewed by Public Works staff and found to be responsive and the contractor responsible. The low bid is from Valentine Corporation (\$1,776,870). In addition, staff is seeking \$241,802 for contingencies for a total construction budget of \$2,018,672. The recommended resolution awards the construction contract to Valentine Corporation.

2. Resolution re Agreement with Coastland Civil Engineering, Inc. for Inspection Services

Managing construction throughout the duration of the Bridge Project will require inspection services to review contractor work and manage coordination between utility companies and private property owners. At this time, Public Works does not have the staff resources or the specialized knowledge in bridge construction to dedicate a field inspector to this project.

On May 25, 2018, Public Works solicited Statements of Qualifications, including billing rate schedules, for inspection services. Three Statements from qualified firms were received on June 15, 2018. All were evaluated by City staff based on criteria specified in the Request for Qualifications including, but not limited to, understanding of the work to be done, previous experience with similar projects, qualified personnel, and familiarity with City standards and the local area. Staff recommends Coastland Civil Engineering as the most qualified consultant for this project.

Coastland Civil Engineering has submitted a proposal to perform the inspection services in an amount not to exceed \$146,328; and staff has reviewed the proposal and has found it to be complete and within industry standards.

The recommended Resolution would authorize the City Manager to execute a professional services agreement with Coastland Civil Engineering for the required inspection services, in an amount not to exceed \$146,328.

3. Resolution re Agreement with Siegfried Engineering for Engineering During Construction

Siegfried Engineering previously performed design services for the project and staff proposes to retain Siegfried Engineering to provide construction support. Having the design consultant available through construction will expedite the completion of the project, and allow the designer to review material submittals, make minor adjustments to the construction documents, attend meetings, and respond to detailed questions asked by the general contractor.

The proposed resolution authorizes the City Manager to execute a Fourth Amendment to the existing professional services agreement with Siegfried Engineering to include the additional construction support services, in an additional amount not to exceed \$40,000, bringing the total contract amount to \$348,737.

PUBLIC OUTREACH: Public Works staff held several meetings and outreach events over the past several years during the design phase of the project to inform the public about the bicycle and pedestrian improvements on Grand Avenue between Second Street and Francisco Boulevard East. Presentations were made in English and Spanish at the following dates and locations:

- June 27, 2012 – Public Meeting at Albert J. Boro Community Center
- May 27, 2015 – Sidewalk Intercept Presentation at Montecito Plaza Shopping Center
- May 27, 2015 – Presentation at San Rafael Community Center on B Street
- May 30, 2015 – Informational booth at Pickleweed Park

Other Public Notifications

- This project is noted in the City's Capital Improvement Program from 2013 to 2018
- City staff has presented project updates to the Bicycle Pedestrian Advisory Committee for the last few years, including the August 1, 2018 meeting

If the City Council approves this project to proceed, Public Works will renew outreach by contacting affected neighbors, businesses, and other groups to ensure that the public is aware of the upcoming construction project. This will be done using various social media channels, the City website, and changeable message signs near the project site.

FISCAL IMPACT: To date, the City has made significant investments in this capital improvement project preparatory to the proposed award of a construction contract before the City Council. From project inception in 2011 through February 2018, the City has spent \$273,953 associated with the planning and design, of which \$200,000 was offset by grant funding from the Association of Bay Area Governments.

Over the past several years, the City has diligently coordinated with property owners on both sides of the San Rafael Canal where the proposed pedestrian bridge will be located. In [October 2016](#), Council approved the purchase of the former Marin Motors site at 750 Grand Avenue on the north side of the Canal while in [February 2018](#) the City acquired a portion of the Toyota Marin property on the south side of the Canal. To date, \$840,158 has been spent related to property acquisition and temporary construction easements. None of the expenses associated

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with property acquisition and easements are reimbursable through grant funding obtained for this project.

The remaining expenses are associated with construction, the funding for which is in large part due to the financial assistance from the Transportation Authority of Marin (TAM). TAM located the \$1,000,000 federal grant as well as contributed Measure A funds. The balance of construction funding will come from the Federal Funds distributed through TAM.

Staff recommends that Council authorize three proposed contracts with associated budgets as follows:

1. Construction agreement with Valentine Corporation in the amount of \$1,776,870 with a contingency amount of \$241,802;
2. Inspection services agreement with Coastland Civil Engineering in the amount of \$146,328; and
3. Construction support amendment with Siegfried Engineering in the amount of \$40,000.

The following tables summarize the project budget as it relates to construction only:

Project Budget:

Construction Funding Sources	Allocation
Federal Grant (i.e., CMAQ)	\$1,000,000
Grant - Measure A: Local Roads 2015/16	\$245,725
Grant - Measure A: Housing Incentive Program	\$196,000
Grant - Measure A: Safe Pathway Fund 2015/16	\$107,000
Federal Funds (distributed through TAM)	\$681,275
Total Available Funds	\$2,230,000

Expenses:

Construction Expenses	Amount
Construction Award	
Contract Amount	\$1,776,870
Contingency**	\$241,802
Total Construction Award	\$2,018,672
Other Construction Expenses	
Special Inspections/Materials Testing	\$25,000
Field Inspection Services	\$146,328
Construction Support Services	\$40,000
Total Other Construction Expenses	\$211,328
Total Estimated Construction Expenses	\$2,230,000

Complete Project Expenses Summary:

Project Expenses	Amount
Design/Planning (expended to date)	\$273,953
Private Property Acquisition (expended to date)	\$840,158

Estimated Construction Expenses (proposed above)	\$2,230,000
Total Project Costs	\$3,344,111

** Additional contingency is requested for this project based on unknown factors which may arise in the field associated with performing specialty bridge work over an open body of water.

OPTIONS:

The City Council has the following options to consider relating to this matter:

1. Adopt all three resolutions as presented.
2. The Council may decline to approve one or more of the three contracts identified above. Depending on the type of contract in question, City staff can solicit additional proposals for inspection and/or construction support services or rebid the construction contract. If this option is chosen, soliciting new proposals or re-bidding the project will delay construction by approximately two months.
3. The Council may decline to approve any of the three contracts identified above and provide staff with additional direction. Depending on the type of contract in question, the City may forfeit \$1,000,000 in federal funds should the City not move forward with construction.

RECOMMENDED ACTION: Staff recommends that the City Council:

1. Adopt the resolution rejecting the bid protest from Ghilotti Construction Company, and award and authorize the City Manager to execute the construction agreement with Valentine Corporation in the amount of \$1,776,870.
2. Adopt the resolution authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering for inspection services in an amount not to exceed \$146,328.
3. Adopt the resolution authorizing the City Manager to execute an amendment to the professional services agreement with Siegfried Engineering for construction support services in an amount not to exceed \$40,000, increasing the total not to exceed amount under the agreement to \$348,737.

ATTACHMENTS:

1. Resolution rejecting the bid protest from Ghilotti Construction Company, and awarding and authorizing the City Manager to execute the construction agreement with Valentine Corporation
 - a. Exhibit 1 to Valentine Resolution: Agreement with Valentine Corporation
2. Resolution approving and authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering for inspection services
 - a. Exhibit 1 to Coastland Resolution: Agreement with Coastland Civil Engineering
3. Resolution approving and authorizing the City Manager to execute an amendment to the professional services agreement with Siegfried Engineering for construction support services
 - a. Exhibit 1 to Siegfried Resolution: Fourth Amendment to Agreement with Siegfried Engineering

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
REJECTING THE BID PROTEST FROM GHILOTTI CONSTRUCTION COMPANY
AND AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONSTRUCTION AGREEMENT FOR THE GRAND AVENUE PATHWAY
CONNECTOR PROJECT TO VALENTINE CORPORATION IN THE AMOUNT OF
\$1,776,870, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF
\$241,802 FOR A TOTAL APPROPRIATED AMOUNT OF \$2,018,672**

WHEREAS, on the 28th day of June 2018, pursuant to due and legal notice published in the manner provided by law, inviting sealed bids or proposals for the work hereinafter mentioned, as more fully appears from the Affidavit of Publication thereof on file in the office of the City Clerk of the City of San Rafael, California, the City Clerk of said City did publicly open, examine, and declare all sealed bids or proposals for doing the following work in said City, to wit:

“Grand Avenue Pathway Connector Project”

City Project No. 11173

in accordance with the plans and specifications therefore on file in the office of the City Clerk; and

WHEREAS, the bid of \$1,776,870.00 from Valentine Corporation at the unit prices stated in its bid, was and is the lowest and best bid for said work and said bidder is the lowest responsible bidder; and

WHEREAS, staff has recommended that the project budget include a contingency amount of \$241,802; and

WHEREAS, on July 12, 2018 the City received a bid protest from Ghilotti Construction Company requesting that the low bidder be disqualified for not complying with the bid documents related to securing Disadvantaged Business Enterprises, and

WHEREAS, city staff has made a thorough review of the low bidder's submitted bid information, and

WHEREAS, City staff has determined that the low bidder has made a "Good Faith Effort" to secure Disadvantaged Business Enterprises as specified in the bid documents and applicable law, all as more particularly set forth in the staff report to the Council for this resolution; and therefore recommends that the bid protest from Ghilotti Construction Company be rejected as unmeritorious; and

WHEREAS, the Council finds that this project is categorically exempt from environmental review under the California Environmental Quality;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The plans and specifications for the Grand Avenue Pathway Connector Project, City Project No. 11173, on file in the office of the City Clerk, are hereby approved.
2. The bid protest filed by Ghilotti Construction Company, the second low bidder, on July 12, 2018 is hereby rejected for the reasons set forth in the City Council staff report for this resolution.
3. The bid of Valentine Corporation is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to Valentine Corporation, at the stated unit prices.
4. The City Manager is authorized and directed to execute the contract with Valentine Corporation in a form attached hereto as Exhibit 1, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.
5. The City Council approves and appropriates Federal Funds distributed through TAM (Transportation Authority of Marin) to cover the expenses for this project.

6. Funds totaling \$1,000,000 will be appropriated for this project from the Congestion Mitigation and Air Quality (CMAQ) grant.
7. The City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 6th day of August, 2018 by the following vote, to wit:

AYES: **COUNCILMEMBERS:**
NOES: **COUNCILMEMBERS:**
ABSENT: **COUNCILMEMBERS:**

LINDSAY LARA, City Clerk

City of San Rafael ♦ California

Agreement for

**Grand Avenue Pathway Connector Project
City Project No. 11173**

This Agreement is made and entered into this ____ day of _____ 2018 by and between the City of San Rafael (hereinafter called City) and **Valentine Corporation** (hereinafter called Contractor). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

I - Scope of the Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled: **Grand Avenue Pathway Connector Project, City Project No. 11173**, all in accordance with the requirements and provisions of the Contract Documents as defined in the General Conditions which are hereby made a part of this Agreement. The Contractor further agrees to abide by the federal minimum wage rates and Required Contract Provisions for Federal-Aid Construction Contracts attached hereto as Attachments A and B, respectively.

II- Time of Completion

- (a) The work to be performed under this Contract shall be commenced within **Five (5) Working Days** after the date of written notice by the City to the Contractor to proceed.
- (b) All work shall be completed, including all punchlist work, within **Ninety-five (95) Working Days** and with such extensions of time as are provided for in the General Provisions.

III - Liquidated Damages

It is agreed that, if all the work required by the contract is not finished or completed within the number of working days as set forth in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the sum of **\$1,000** for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

IV - The Contract Sum

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units of work in the following schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract, provided that the total compensation under this Contract shall not exceed the Grand Total Bid written below unless a written amendment is executed by the City and the Contractor.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization (3% Max) (18-2)	1	LS @	\$53,000.00	\$53,000
2	Signs and Traffic Control (18-3)	1	LS @	\$154,725.00	\$154,725
3	Clearing and Grubbing (18-5)	1	LS @	\$250,000.00	\$250,000
4	Hot Mix Asphalt (18-07)	150	Ton @	\$525.00	\$78,750
5	Minor Concrete (18-8)				
	a. Type A Curb and Gutter	350	LF @	\$98.00	\$34,300

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	b. 4" Thick PCC Sidewalk	4,100	SF @	\$11.00	\$45,100
	c. 8" Thick PCC on Vehicle Bridge	1,250	SF @	\$28.00	\$35,000
	d. 6" Tall Retaining Curb	50	LF @	\$45.00	\$2,250
	e. Sidewalk Retaining Wall	165	LF @	\$252.00	\$41,580
6	Cast-in-Place Concrete (18-9)				
	a. Bridge Approach Retaining Wall (Sheet S1.2, Detail 2)	80	LF @	\$230.00	\$18,400
	b. Bridge Approach Retaining Wall (Sheet S1.2, Detail 2A)	30	LF @	\$540.00	\$16,200
	c. Concrete Abutments	2	EA @	\$22,000.00	\$44,000
	d. Barriers and Handrailing				
	i. Type 26 Barrier with Handrailing	260	LF @	\$350.00	\$91,000
	ii. Type 732 Barrier with Handrailing	260	LF @	\$320.00	\$83,200
7	Precast Abutment Piles (18-10)	12	EA @	\$10,000.00	\$120,000
8	Prefabricated Pedestrian Bridge (18-11)	1	LS @	\$450,000.00	\$450,000
9	Cable Railing, Posts, and Miscellaneous Steel (18-12)	1	LS @	\$21,000.00	\$21,000
10	Electrical Systems (18-13)	1	LS @	\$165,000.00	\$165,000
11	Bollards (18-14)	2	EA @	\$2,000.00	\$4,000
12	Roadside Signs (18-15)				
	a. Relocate Existing Sign to New Post	3	EA @	\$135.00	\$405
13	Traffic Stripes and Pavement Markings (18-17)				
	a. Detail 9 Stripe (Thermoplastic)	500	LF @	\$4.25	\$2,125
	b. Detail 22 Stripe (Thermoplastic)	500	LF @	\$7.00	\$3,500
	c. 4" White Stripe (Paint)	350	LF @	\$13.00	\$4,550
	d. Paint Curb Red	700	LF @	\$3.75	\$2,625
	e. Install 6" x 4' Wheel Stops	16	EA @	\$120.00	\$1,920
14	Landscape Improvements (18-18)	1	LS @	\$2,500.00	\$2,500
15	Methacrylate Resin Treatment				
	a. Prepare Concrete Bridge Deck Surface*	9700	SF @	\$2.25	\$21,825
	b. Treat Bridge Deck*	9700	SF @	\$1.85	\$17,945
	c. Furnish Bridge Deck Treatment Material (low odor)	90	GAL @	\$133.00	\$11,970
GRAND TOTAL BID:					\$1,776,870.00

V - Progress Payments

- (a) On not later than the 6th day of every month the Public Works Department shall prepare and submit an estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the 25th day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the City and/or Contractor.
- (b) As soon as possible after the preparation of the estimate, the City shall, after deducting previous payments made, pay to the Contractor 95% of the amount of the estimate as approved by the Public Works Department.
- (c) The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

VI - Acceptance and Final Payment

- (a) Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Engineer shall within 5 days make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly issue a Notice of Completion, over his own signature, stating that the work required by this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 15 days after the expiration of 35 days following the date of recordation of said Notice of Completion.
- (b) Before final payment is due the Contractor shall submit evidence satisfactory to the City Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- (c) Contractor shall provide a "Defective Material and Workmanship Bond" for 50% of the Contract Price, before the final payment will be made.
- (d) The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from any of the following: (1) unsettled liens; (2) faulty work appearing within 12 months after final payment; (3) requirements of the specifications; or (4) manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
- (e) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the City Engineer so certifies, the City shall, upon certificate of the City Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

VII - Assignment of Warranties; Waiver of Subrogation

- (a) Contractor hereby assigns to City all warranties, guarantees, or similar benefits such as insurance, provided by or reasonably obtainable from the manufacturers or suppliers of equipment, material or fixtures that Contractor has installed or provided in connection with the work performed under this Agreement.
- (b) Contractor hereby agrees to waive and arrange by contract for its subcontractors to waive any subrogation rights which any insurer of Contractor or its subcontractors might otherwise acquire in connection with the insurer's payment to Contractor or its subcontractors of any insured loss with respect to work performed under this Agreement. Contractor further agrees to obtain and to arrange for its subcontractors to obtain for City's benefit any endorsements from insurers that may be necessary to effect such waiver of subrogation.

Specifically, any worker's compensation insurance policies of the Contractor or its subcontractors shall be endorsed with a waiver of subrogation in favor of City for any work performed by Contractor or its subcontractors under this Agreement, and copies of such endorsements shall be provided to City.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

CITY OF SAN RAFAEL:

Jim Schutz
City Manager

ATTEST:

Valentine Corporation
By:

Lindsay Lara
City Clerk

Printed Name:
Title of Corporate Officer:

APPROVED AS TO FORM:

Valentine Corporation
By:

Robert F. Epstein
City Attorney
File No.: 18.06.59

Printed Name:
Title of Corporate Officer:

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR INSPECTION SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$146,328

WHEREAS, the City has advertised and received contractor bids for the Grand Avenue Pathway Connector Project, City Project 11173; and

WHEREAS, the City requires outside professional assistance to provide the construction inspection services for the aforementioned project; and

WHEREAS, staff received a proposal for the required construction inspection services dated June 15, 2018, and a revised fee proposal letter dated June 25, 2018, from Coastland Civil Engineering, Inc.; and

WHEREAS, staff has reviewed the proposal and fee proposal letter for \$146,328 from Coastland Civil Engineering, Inc. and has found it to be complete and within industry standards; and

WHEREAS, there are sufficient Federal Funds available, distributed by TAM (Transportation Authority of Marin) for this expenditure and funds totaling \$146,328 shall be appropriated to Project #11173; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute a Professional Services Agreement between Coastland Civil Engineering, Inc. and the City, in the form attached hereto as Exhibit 1 and incorporated herein by reference, subject to final approval as to form by the City Attorney, in an amount not to exceed \$146,328.

BE IT FURTHER RESOLVED that the Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on Monday, the 6th day of August, 2018, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES WITH
COASTLAND CIVIL ENGINEERING, INC.
FOR CONSTRUCTION INSPECTION SERVICES ASSOCIATED WITH THE
GRAND AVENUE CONNECTOR PATHWAY PROJECT**

ARTICLE I INTRODUCTION

- A. This contract is entered into as of the _____ day of _____, 2018 by and between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: Coastland Civil Engineering, Inc., incorporated in or authorized to do business in the State of California.

The Project Manager for the "CONSULTANT" will be Mike Janet, Construction Services Manager

The name of the "LOCAL AGENCY" is as follows: City of San Rafael

The Contract Administrator for LOCAL AGENCY will be Bill Guerin, Public Works Director

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Revised Cost Proposal (referred herein as "Cost Proposal") dated June 25, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless and defend LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to willful misconduct, recklessness, negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to willful misconduct, negligent acts, errors, or omissions of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed the design professional's proportionate percentage of fault.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

The CONSULTANT shall perform the services specified in the Statement of Qualifications, dated June 15, 2018, and the Revised Cost Proposal: Construction Inspection Services for Grand Avenue Pathway Connector Project, dated June 25, 2018 ("Cost Proposal"), attached hereto as Exhibits A and B, respectively, and

incorporated herein by reference. If there is any conflict between the terms of the Cost Proposal, attached hereto as Exhibit B, and the terms of this contract, the terms of this contract shall take precedence.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

- A. This contract shall go into effect as of the date first hereinabove written, and the CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. This contract shall end upon completion of the work to the satisfaction of the LOCAL AGENCY'S Contract Administrator.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attached as Exhibit B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

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- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
 - I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
 - J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
 - K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of San Rafael
Public Works Department
Bill Guerin
111 Morphew Street
San Rafael, CA 94901

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$146,328. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall

be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is \$0.00 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Director.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this

reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal

grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination

prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. The terms and conditions of this contract, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- B. This written contract shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the LOCAL AGENCY.
- C. No other agreement, promise or statement, written or oral, relating to the subject matter of this contract, shall be valid or binding, except by way of a written amendment to this contract.

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- D. The terms and conditions of this contract shall not be altered or modified except by a written amendment to this contract signed by the CONSULTANT and the LOCAL AGENCY.
 - E. If any conflicts arise between the terms and conditions of this contract, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this contract shall control.
 - F. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
 - G. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract shall be that stated in the Contract Documents at the time of advertisement. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

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- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
 - I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
 - J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
 - K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and other LOCAL AGENCY representatives who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INSURANCE

- A. During the term of this contract, CONSULTANT shall maintain, at no expense to LOCAL AGENCY, the following insurance policies:
 - 1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence/two million dollars (\$2,000,000) aggregate for death, bodily injury, personal injury, or property damage.
 - 2. An automobile liability insurance policy, for owned, non-owned, and hired vehicles, in the minimum amount of one million (\$1,000,000) dollars per occurrence.
 - 3. If any licensed professional performs any of the services required to be performed under this contract, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence/two million dollars (\$2,000,000) aggregate to cover any claims arising out of the CONSULTANT's performance of services under this contract. Where CONSULTANT is a professional not required to have a professional license, LOCAL AGENCY reserves the right to require CONSULTANT to provide professional liability insurance pursuant to this section.
 - 4. If it employs any person, CONSULTANT shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. CONSULTANT'S worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against LOCAL AGENCY.
- B. The insurance coverage required of the CONSULTANT in Subparagraph A above, shall also meet the following requirements:
 - 1. Except for professional liability insurance and workers' compensation insurance, the insurance policies shall be specifically endorsed to include the LOCAL AGENCY, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.

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2. The additional insured coverage under CONSULTANT'S insurance policies shall be primary with respect to any insurance or coverage maintained by LOCAL AGENCY and shall not call upon LOCAL AGENCY's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in CONSULTANT'S policies shall be at least as broad as ISO form CG20 01 04 13.
 3. Except for professional liability and workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
 4. By execution of this contract, CONSULTANT hereby grants to LOCAL AGENCY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against LOCAL AGENCY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not LOCAL AGENCY has received a waiver of subrogation endorsement from the insurer.
 5. If the insurance is written on a Claims Made Form, then, following termination of this contract, said insurance coverage shall survive for a period of not less than five years.
 6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this contract.
 7. The limits of insurance required in this contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of LOCAL AGENCY (if agreed to in a written contract or agreement) before LOCAL AGENCY'S own insurance or self-insurance shall be called upon to protect it as a named insured.
 8. It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to LOCAL AGENCY or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
 9. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- C. Deductibles and SIR's. Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by the LOCAL AGENCY's Contract Manager and LOCAL AGENCY's City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or LOCAL AGENCY or other additional insured party. At LOCAL AGENCY's option, the deductibles or self-insured retentions with respect to LOCAL AGENCY shall be reduced or eliminated to LOCAL AGENCY's satisfaction, or

CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

- D. Subcontractors. CONSULTANT agrees to include with all subcontractors in their subcontract the same requirements and provisions of this contract regarding indemnity and insurance to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT agree to be bound to CONSULTANT and LOCAL AGENCY in the same manner and to the same extent as CONSULTANT is bound to LOCAL AGENCY under this contract. All subcontractors shall provide insurance with a blanket additional insured endorsement or coverage at least as broad as ISO form CB 20 38 04 13, and CONSULTANT shall provide a copy of such endorsement of policy provision to LOCAL AGENCY.
- E. Proof of Insurance. CONSULTANT shall provide to the LOCAL AGENCY's Contract Manager or LOCAL AGENCY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this contract; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this contract. LOCAL AGENCY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONSULTANT. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by LOCAL AGENCY Contract Manager and the LOCAL AGENCY City Attorney.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

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- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
 - C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. For PS&E contracts, all information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by LOCAL AGENCY at LOCAL AGENCY'S discretion. If performed, a copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the LOCAL AGENCY from progress payments due the prime CONSULTANT. Any retainage held by the prime CONSULTANT or subconsultants from progress payments due subconsultants

shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating prime CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime CONSULTANT and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Coastland Civil Engineering, Inc.
Mike Janet, Project Manager
1400 Neotomas Avenue
Santa Rosa, CA 95405

LOCAL AGENCY: City of San Rafael
Bill Guerin, Contract Administrator
111 Morpew Street
San Rafael, CA 94901

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV NO THIRD PARTY BENEFICIARIES

LOCAL AGENCY and CONSULTANT do not intend, by any provision of this contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

ARTICLE XXXV COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms and conditions of this contract, or arising out of the performance of this contract, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

ARTICLE XXXVI LOCAL AGENCY BUSINESS LICENSE / OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this contract, a LOCAL AGENCY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any

other applicable taxes. LOCAL AGENCY shall not be required to pay for any work performed under this contract, until CONSULTANT has provided LOCAL AGENCY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

ARTICLE XXXVII WAIVERS

The waiver by either party of any breach or violation of any term, covenant or condition of this contract, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this contract or any applicable law, ordinance or regulation.

ARTICLE XXXVIII APPLICABLE LAW

The laws of the State of California shall govern this contract.


CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this contract. CONSULTANT shall perform all services under this contract in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless LOCAL AGENCY, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

ARTICLE XXXIX SIGNATURES

CITY OF SAN RAFAEL

COASTLAND CIVIL ENGINEERING, INC.

Jim Schutz
City Manager

By: 


Title of Corporate Officer: CEO

and

ATTEST:

COASTLAND CIVIL ENGINEERING, INC.

LINDSAY LARA
City Clerk

By: 

Title of Corporate Officer: Corp. Secretary

APPROVED AS TO FORM:

ROBERT F. EPSTEIN
City Attorney



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

June 15, 2018

Mr. Hunter Young
Public Works Department
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

EXHIBIT A

Re: Statement of Qualifications for Construction Inspection Services for the Grand Avenue Pathway Connector Project

Dear Hunter:

The Grand Avenue Pathway Connector Project presents an opportunity to enhance pedestrian safety in a heavily traveled area in central San Rafael. To meet the schedule, funding requirements and other project goals, this project will require a local inspection team with extensive Caltrans experience to partner with the City.

Headquartered in Santa Rosa, Coastland offers just that. We have proudly served Sonoma and Marin counties for over 25 years and have inspected over one hundred similar roadway improvements in high-traffic areas. On each of these projects our team makes a point to become a true extension of our clients' staff. We coordinate closely with Caltrans, the affected public, utility companies, and local and state agencies. Our approach results in rapid response times and fewer demands on City staff time.

Please consider the benefits of the Coastland inspection team:

- ✓ We will serve as your representative and become a true extension of San Rafael's staff. A number of our construction inspection projects have involved a City or third-party resident engineer or construction manager and our inspectors have worked seamlessly as a representative of the public agency.
- ✓ Based on our previous experience within Marin County and its municipalities, our staff is very knowledgeable and sensitive to the local issues and regulations and know the County of Marin Uniform Construction Standards.
- ✓ All of our inspection staff know how to read and interpret plans and specifications and are familiar with the current Caltrans Standard Plans and Standard Specifications. They are equipped with smartphones, tablets or laptops which enable them to prepare and submit daily reports, including photo logs, on-site. They are also provided with all necessary safety equipment.

Mike Janet will be principal in charge and the City's contact for inspection coordination. Mike can be reached via email (janet@coastlandcivil.com) or the Santa Rosa phone number listed below.

Per the RFQ, our fee schedule and proposed not-to-exceed fee is provided in a separate, sealed envelope. Coastland is registered as a contractor with the Department of Industrial Relations and abides by all prevailing wage requirements. We acknowledge receipt of Addendum #1 released June 11, 2018. The sample Professional Services Agreement is acceptable as-is.

Our team is enthusiastic about working with the City on this project. As CEO of Coastland I am authorized to sign contracts on behalf of the company. We accept the City's standard Professional Services Agreement form as provided with the RFQ. I can be reached at wanger@coastlandcivil.com or the phone number listed below. This proposal shall remain a firm offer for 90 days. We look forward to hearing from you.

Sincerely,

John Wanger, P.E.
Principal

Mike Janet
Construction Services Manager

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11865 Edgewood Road
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333
www.coastlandcivil.com

EXPERIENCE & TECHNICAL COMPETENCE

Coastland Civil Engineering, Inc. (Coastland) provides civil engineering, construction management, and building department services to public agencies spanning Northern California. Since Coastland opened its doors in 1991, we have worked on a wide variety of projects encompassing transportation, water, wastewater, drainage, flood control, building, and public facilities. Our extensive experience with complex and multi-faceted projects benefits our clients in every arena. Whether the project requires expertise within one, or all of our departments, we deliver the highest quality work product and services ranging from design, construction management and inspection, building department, planning, financing, and program management.

California Department of Industrial Relations
Registration #1000014855

Primary Services:

- Municipal Engineering
- Capital Project Design
- Construction Management
- Building Department
- Financing Assistance

Markets

- Transportation
- ADA Compliance
- Flood Control & Drainage
- Water
- Wastewater
- Public Facilities & Parks

Client Base

- Cities
- Counties
- Special Districts

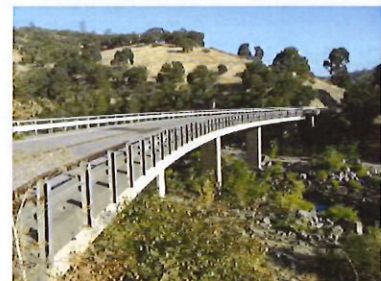
Coastland is well known for our municipal contract engineering services. It is why more than 50 communities work with us. Our staff provides reliable experienced extensions to your staff, helping to execute a wide range of services in these budget-constrained times.

Because we specialize in serving public agencies, we have a unique understanding of the approval process and the impacts each project will have on the community. This public agency focus allows us to understand the importance of timing constraints on public projects and how to successfully expedite project approval to meet our clients' schedule and budgetary needs.

The vast majority of our work is from repeat clients, attesting to client satisfaction and confidence. Our ability to tailor each project to the community's unique history and traditions enables us to meet the particular needs of each client.

Over 90% of our work is from repeat clients, attesting to client satisfaction & confidence.

Knowledge of Caltrans Standards & Procedures – Our team has a thorough knowledge of Caltrans Local Assistance methods and is familiar with Caltrans Standards, guidelines, and procedures associated with the application process, planning, design and construction of transportation projects. Mike Janet and DeWayne White are intimately familiar with the Caltrans' Local Assistance Procedures Manual (LAPM), Construction Manual and the California Public Contract Code. Coastland has also worked closely with Caltrans District 4 on an administrative level while providing contract City Engineering services.



Amador County Consumes River Bridge at Lathrobe Road—Construction Management performed by Coastland

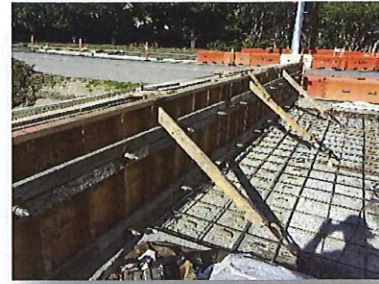


CONSTRUCTION MANAGEMENT & INSPECTION

With a management style focused on reliable, high quality and cost-effective project delivery, Coastland's licensed engineers, construction managers, resident engineers and inspectors monitor the quality, cost and schedule of each construction project, while ensuring complete adherence to the contract documents. Our professionals are not only highly credentialed they also offer hands-on experience in the construction industry. This experience gives our team practical knowledge to effectively manage any type of capital project. That same team is very knowledgeable and sensitive to public needs, environmental requirements and government requirements.

Coastland's construction management and inspection services include:

- Construction Management, Resident Engineering & Field Inspection
- State & Federal Labor Compliance & Administration
- Public Relations & Notifications
- Cost Estimating
- Cost & Schedule Management
- Project Closeout & Record Drawings
- Civil Engineering Support & Quality Assurance
- Constructability Reviews, Civil Engineering Support & Quality Assurance
- Progress Meetings, Status Reports & Documentation
- Bid Administration
- Submittal Management & RFI's
- Conflict Resolution & Claim Management
- QSP / CESSWI Certified Inspection



West side bridge deck barrier wall on the City of San Rafael, Freitas & Las Gallinas Intersection project— Inspection performed by Coastland

RELATED EXPERIENCE

Following is a list of **construction management and inspection projects** completed or in progress since January 1, 2014. We have arranged them chronologically by client to simplify the references.

Client	Client Contact	Project Name	Contract Amount	Date Started	Date Completed
City of Alameda	Erin Smith, Deputy Director Public Works (510) 747-7900	Lagoon Seawall Trunk Sewer Replacement	\$208,985	8/1/2016	11/23/2016
City of Albany	Ms. Jocelyn Walker City of Albany jwalker@albanyca.org	2016 Sanitary Sewer Rehabilitation Project	\$138,336	6/2016	3/2017
City of American Canyon	Steven Hartwig, Public Works Director (707) 647-4525	Hwy 29 & Napa Junction Road Intersection Improvements	\$128,056	1/2018	2/2018
City of Benicia	Graham Wadsworth, Public Works Director (707) 746-4280	I-680/Red Top Rd. Waterline Relocation Project	\$39,600	4/2016	9/14/2016
Bodega Bay PUD	Janet Ames, District Manager (707) 875-3332	Herron Drive Emergency Sewer Repair	\$61,353	1/2018	3/2018
		Bay Flat Well	\$106,843	9/20/2016	In progress
		Sewer Rehab Project	\$26,100	10/26/2015	12/18/2015



Client	Client Contact	Project Name	Contract Amount	Date Started	Date Completed
City of Burlingame	Kevin Okada, Senior Civil Engineer (650) 558-7213	S. Rollins Road Utility Improvement Phase 1	\$211,270	9/2017	4/2018
City of Clearlake	Doug Herren, Director of Public Works (707) 994-8201	Redbud Boat Launch	\$57,794	10/22/2014	12/30/2014
Town of Corte Madera	Jared Barrilleaux, Public Works Engineer (415) 927-5120	Paradise Drive / Prince Royal Passage Pedestrian Improvements	\$49,780	5/2018	In progress
		2015-2016 Pavement Rehab Project	\$53,563	9/12/2016	11/23/2016
		2014 Paving Project	\$91,714	8/4/2014	10/1/2014
City of Cotati	Damien O'Bid, City Manager (707) 523-1010	2014 Pavement Maintenance Project	\$47,000	4/9/2015	7/10/2015
City of Emeryville	Andrew Clough, Acting Public Works Director (510) 596-4341	Christie Park Inspection	\$58,000	2/2018	In Progress
Erler & Kalinowski, Inc. (EKI)	Steve Taratino (650) 292-9100	City of Pacifica— Pedro Point Collection System Rehab & Replacement	\$13,250		
		Coastside County Water District—El Granada Pipeline Replacement, Half Moon Bay	\$42,531	3/23/2016	5/3/2016
		City of Burlingame— Adeline Ave., Peninsula Ave., Burlingame Ave. & Broadway Water and Sewer Line Replacement	\$113,416	8/15/2014	2/11/2015
City of Petaluma	Sanjay Mishra, Senior Civil Engineer (707) 778-3673	Petaluma Blvd. North Water Main Replacement Project	\$227,600	6/5/2016	11/17/2016
City of Piedmont	Chester Nakahara, Public Works Director (510) 420-3061	2017 Paving Project	\$75,325	4/2018	In Progress
		Sanitary Sewer Rehabilitation Phase #5	\$422,000	7/2017	4/2018
		St. James PG&E Encroachment Permit Inspection	\$27,437	10/31/2016	12/9/2016
		Kingston-Linda-Rose Triangle Project	\$55,496	7/25/2016	12/16/2016
		Hampton Park Improvements Project	\$202,185	6/13/2016	In progress
		PG&E Gas Main Inspection	\$49,670	5/2016	On going
		2015 Paving Project	\$59,670	4/25/3016	6/24/2016
		Moraga / Highland Pavement Improvements	\$57,880	3/15/2016	4/1/2016
		Dudley Avenue Sidewalks	\$20,000	5/19/2014	5/29/2014



Client	Client Contact	Project Name	Contract Amount	Date Started	Date Completed
		2014 Pavement Project	\$54,240	5/1/2014	2/3/2015
City of San Rafael	Hunter Young, Associate Civil Engineer (415) 485-3355	Freitas & Las Gallinas Intersection Improvements	\$207,000	5/2017	1/2018
County of Sonoma Dept. of Transportation & Public Works	Sarah Fredericks, Construction Coordinator (707) 565-2231	2018 Pavement Preservation Program—Chip Seals & Overlays	\$262,166	5/7/2018	In Progress
		2017 Pavement Preservation Program—Full Depth Reclamation & Chip Seal	\$434,930	8/16/2017	3/5/2018
		2015-2016 Pavement Preservation Program—Full Depth Reclamation & Chip Seal	\$523,582	7/1/2016	2/27/2017
City of Santa Rosa	Cy Penry, Civil Engineering Tech III (707) 543-3449	Sewer Main Lining, Manhole & Lateral Rehab @ Various Locations	\$447,326	8/15/2017	In Progress
	Tanya Mokvyts, Associate Civil Engineer (707) 543-3958	W. 6 th St. @ Madison St. Sewer & Water	\$64,532	8/1/2017	In Progress
		Summerfield Rd. & Sonoma Ave. Zone 6 & 9 Water Pumper Connections	\$93,544	4/4/2016	7/13/2016
	Tracy Duenas, Associate Civil Engineer (707) 543-3952	Long Drive & Vicinity Sewer & Water Improvements	\$276,703	8/24/2015	2/11/2016
	Tanya Mokvyts, Associate Civil Engineer (707) 543-3958	Robles Trunk Sewer Lining—Walker Ave. to Airport Sewer Trunk Confluence	\$239,248	7/9/2015	10/27/2015
	Emma Walton, Associate Civil Engineer (707) 543-4516	Austin Way Area Water & Sewer Improvements	\$315,307	5/14/2015	2/24/2016
	Lisa Sanders, Associate Civil Engineer (707) 543-4275	Stations 6, 7 & 12 Generator Improvements	\$200,819	3/5/2015	9/10/2015
	Tanya Mokvyts, Associate Civil Engineer (707) 543-3958	Delpport Ave. & McMinn Ave. Sewer & Water Improvements	\$378,055	1/20/2015	10/28/2015
	Lisa Sanders, Associate Civil Engineer (707) 543-4275	Farmers Lane Well Flushing Main	\$47,546	11/20/2014	4/9/2015
		Station 10 Emergency Generator Improvements	\$88,446	8/15/2014	10/24/2014
	Tanya Mokvyts, Associate Civil Engineer (707) 543-3958	Meadow Lane Effluent Storage Facilities Pond "C" Repair	\$239,150	7/10/2014	12/22/2014
	Tracy Duenas, Associate Civil Engineer (707) 543-3952	6 th St. & Wilson St. Sewer & Water Improvements	\$124,236	6/18/2014	12/24/2014
Jesús McKeag, Assistant Engineer (707) 543-4614	West End Neighborhood North	\$152,125	6/2/2014	3/31/2015	



Client	Client Contact	Project Name	Contract Amount	Date Started	Date Completed
	Clay Thistle, Associate Civil Engineer (707) 543-3855	Sewer & Water Improvements			
		Valley Center Dr., Village Side Dr. Sewer & Water Improvements	\$178,661	5/5/2014	9/5/2014
		Ventura Ave. Improvements—Paulin Dr. to Bicentennial Way	\$136,626	2/25/2014	6/27/2014
		Santa Rosa Ave. Widening Project	\$704,276	2/18/2014	11/25/2014
		Brentwood Dr., Church St., Sheridan Dr. & Spring Creek Dr. Sewer & Water Improvements	\$264,710	9/13/2013	4/24/2014
City of St. Helena	Tobias Barr, Public Works Project Manager (707) 968-2746	Charter Oak Ave. & Hwy 29 Sewer Repair	\$61,673	11/18/2015	2/29/2016
Sweetwater Springs Water District	Steve Mack, General Manager (707) 869-4000	2018 Water Line Replacement Project	\$140,710	6/1/2018	In Progress
		2017 Water Line Replacement Project	\$114,764	7/2017	10/2017
		2016 Water Line Replacement Project	\$135,997	7/8/2015	11/23/2015
		2015 Water Line Replacement Project	\$139,649	7/29/2014	3/9/2015
		2014 Water Line Replacement Project	\$175,488	8/7/2013	4/9/2014
City of Willows	Steve Soeth, Public Works Director (530) 934-7041	W. Sycamore St. Rehabilitation	\$150,835	5/2018	In Progress
		Sacramento-Butte St. 2015 Paving Rehabilitation	\$124,544	2/8/2016	9/30/2016
		Tehama St. Reconstruction	\$30,520	8/24/2015	6/15/2016
Town of Windsor	Alejandro Perez, Senior Civil Engineer (707) 838-5318	2016 Pavement Preservation Shiloh Road/Windsor Road	\$115,388	9/12/2016	1/31/2017
		Keiser Park Trail Improvements	\$16,400	6/16/2016	7/31/2016
		Police Dept. Tenant Improvements	\$34,444	3/3/2016	3/31/2016
		Starr Rd. North Sidewalk Gap Closure	\$39,720	9/28/2015	11/12/2015
		Windsor Creek Trail Improvements	\$26,720	7/20/2015	8/13/2015
		Bell Village Inspection	\$303,964	10/14/2014	3/31/2016
		Subdivision Encroachment Permit Inspection	\$124,036	7/2013	In progress



PROJECT ORGANIZATION & KEY PERSONNEL

You can be confident knowing our team has the proven expertise to successfully complete this project. Our inspector will become an extension of City staff and be the City's representative in the field.

Coastland offers a depth of staff that enables us to respond quickly to our clients' needs and maintain project continuity. We are proposing **DeWayne White** as our inspector, who is highly qualified and experienced to provide inspection services on this project. DeWayne recently provided inspection services on the City's Freitas and Las Gallinas Intersection Improvements project.

Mike Janet, Construction Services Manager, will have overall charge and responsibility for coordination with the City. Coastland is committed to fulfilling all of the City's requirements as listed in the Scope of Work section of the RFQ. We do not expect the need for a subconsultant(s) for any portion of the Scope.



City of San Rafael: Freitas & Las Gallinas Intersection Improvements Project—Construction Inspection performed by DeWayne White



City of Santa Rosa: Santa Rosa Avenue Road Widening Project—Construction Management & Inspection performed by Coastland



DeWayne White

Construction Inspector

CERTIFICATION / FORMAL TRAINING

OSHA's 10 hour Occupational,
Safety, and Health Training

Confined Space

PROFESSIONAL HISTORY

Construction Inspector
Coastland
2014 to Present

Project Manager/Estimator
Avar Construction Systems
2010-2013

Project Manager/Estimator
Granite Construction
2007-2010

General Superintendent
Parsons Construction
2005-2007

Project Superintendent
Bay Cities Paving & Grading
2002-2005

Civil Engineering Foreman
North Bay Construction
1994-2002

Field Superintendent
Selland Construction
1992-1993

Mr. DeWayne White has over 26 years of experience in the construction industry with an emphasis on paving, pipeline, grading, and earth retention systems. His responsibilities have included bidding and estimating, project management, procurement, evaluating contracts, and staffing construction projects. He has worked on projects with budgets from \$50,000 to \$80 million.

At Coastland he performs construction inspection on public works projects. His responsibilities include daily field inspections and maintaining documentation; coordinating and conducting progress meetings; constant communication with the contractor to ensure project is being constructed per the construction documents; preparing and submitting status reports and documentation to the construction manager and client; cost and schedule management; communication with area residents and businesses to inform the public of construction progress and minimize disruptions to traffic and parking; field conflict resolution; and project closeout.

Mr. White was the Project Superintendent on the Los Arroyos Widening Project, an eight-month long construction project consisting of channel realignment and widening and two new bridges. Project challenges included a fast-tracked schedule; wildlife and environmental sensitivities; heavy daily traffic from early morning hours until late evening that required the use of an existing bridge until one of the two new bridges could be opened to traffic; and rerouting of a continuous-flowing creek to a new channel, complete with fish ladders. The \$6.5 million project was completed in the required timeframe without significant overtime or liquidated damages.

RELEVANT EXPERIENCE:

Bodega Bay PUD

- Mockingbird Dr. Emergency Sewer Repairs
- Sewer Rehabilitation Project

City of Benicia

- Cordelia Transmission Main Repair Project

City of Petaluma

- Petaluma Blvd. North Water Main Replacement Project

City of San Rafael

- Freitas & Las Gallinas Intersection

City of Santa Rosa

- Sewer Main Lining, Manhole & Lateral Rehabilitation
- Summerfield Rd. & Sonoma Ave. Zone 6 & 9 Water Pumper Connections
- Long Drive & Vicinity Sewer & Water Improvements
- Robles Trunk Sewer Lining-Walker Ave. to Airport Sewer Trunk Confluence

City of St. Helena

- Charter Oak Avenue & Hwy 29 Sewer Repair

Sweetwater Springs Water District

- 2016 Capital Water Project (fill-in)

Town of Windsor

- Estate Lane Frontage Improvement Plans
- Liberty Oaks Arata Frontage Improvement Plans
- Subdivision Encroachment Permit Inspections





COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

EXHIBIT B

June 25, 2018

Hunter Young
City of San Rafael Public Works Department
111 Morphew Street
San Rafael, CA 94901

Subject: Revised Cost Proposal: Construction Inspection Services for Grand Avenue Pathway Connector Project

Dear Hunter:

Thank you for providing us with the opportunity to present our cost proposal for construction inspection services for the Grand Avenue Pathway Connector Project. Based on the Scope of Services detailed in our proposal, we have prepared Exhibit 10-H2 Cost Proposal from Caltrans Local Assistance Procedures Manual.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount of \$146,328.00. This not-to-exceed amount includes project start-up and full-time inspection services for 120 working days. If the contract time extends beyond or is less than 120 working days, our costs may change accordingly.

This cost proposal shall remain a firm offer for a period of 90 days from the submission deadline of the proposal.

Sincerely,

John Wanger
CEO

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11865 Edgewood Road
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333
www.coastlandcivil.com



WORK ESTIMATE

Grand Avenue Pathway Connector Project		PROPOSAL FOR INSPECTION SERVICES			City of San Rafael		
TASK INFORMATION				HOURS AND COST INFORMATION			
Task No.	Task Information	Inspector	Inspector OT	Direct Costs	Total Hours	Total Costs	Comments
		\$145	\$218				
1	Pre-Construction Meeting	6			6	\$870	Agendas / conduct meeting
2	Site Visit & Documentation	8			8	\$1,160	Job walk / photos/Meet with City
3	Project Start-Up	12			12	\$1,740	Assemble filing / CM program
4	Daily Field Inspections & Documentation	500			500	\$72,500	Based on 120 working days
4a	Overtime Inspection		16		16	\$3,488	Overtime for typical construction overruns
5	Progress Meetings/Other Mtgs	80			80	\$11,600	Assume attendance @ 22 mtgs (CM & Inspector)
6	Status Reports & Documentation	48			48	\$6,960	Review progress/documentation
6a	Reports	48			48	\$6,960	Status /Daily Updates to City
6b	Submittal Management	20			20	\$2,900	Based on 22 submittals
6c	Requests For Information	14			14	\$2,030	Based on 4 RFI's
6d	Change Order Management	30			30	\$4,350	Based on 5 change orders
7	Cost and Schedule Management	34			34	\$4,930	Based on 6 monthly payments & CPM updates
8	Public Relations & Outreach	60			60	\$8,700	Notices/meeting/coordination etc
9	Conflict Resolution & Claim Management	TBD					As needed - hourly
10	Post Construction Meeting	10			10	\$1,450	Walk through
11	Project Closeout	20			20	\$2,900	As-builts / files
	Photographs & video			\$200		\$200	
	Vehicle/Equipment expenses			\$13,590		\$13,590	906 hours x \$15/hr= \$13,590
	Total Hours	890	16		906		
	Subtotal	\$129,050	\$3,488	\$13,790		\$146,328	

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime

1 Based on approximately 113 working days.

2 Based on full time inspection at 40 hours per week. 16 hours of overtime have been included for typical construction overruns.

3 Based on an estimated number of RFI's, change orders and submittals shown above.

S146,328

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH SIEGFRIED ENGINEERING, INC. FOR CONSTRUCTION SUPPORT SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$40,000, FOR A TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$348,737

WHEREAS, pursuant to City Council Resolution No. 13198, the City of San Rafael entered into a Professional Services Agreement dated July 18, 2011 with Siegfried Engineering, Inc. (“Siegfried”), for design services associated with the Grand Avenue Pathway Connector Project (the “Project”) in an amount not-to-exceed \$158,984; and

WHEREAS, pursuant to City Council Resolution No. 13391, on August 6, 2012 the City and Siegfried entered into a First Amendment to the Professional Services Agreement for design services for the Project, expanding the scope of work and increasing the not-to-exceed amount by \$21,700 for a total not-to-exceed amount of \$180,684; and

WHEREAS, pursuant to City Council Resolution No. 13837, on November 3, 2014 the City and Siegfried entered into a Second Amendment of the Professional Services Agreement for the Project, expanding the scope of work and increasing the not-to-exceed amount by \$59,528 for a total not-to-exceed amount of \$240,212; and

WHEREAS, pursuant to City Council Resolution No. 14052, on January 22, 2016 the City and Siegfried entered into a Third Amendment of the Professional Services Agreement for the Project, and increasing the not-to-exceed amount by \$68,525 for a total not-to-exceed amount of \$308,737; and

WHEREAS, the City requires construction support services for the Project and Siegfried has submitted a proposal to provide such services; and

WHEREAS, staff has reviewed Siegfried’s proposal and found it to be complete and within industry standards; and

WHEREAS, the costs for construction support services of this Project will be fully funded by Federal Funds (distributed by TAM) and funds totaling \$146,328 shall be appropriated for the project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The Council hereby approves and authorizes the City Manager to execute a Fourth Amendment to the Professional Services Agreement with Siegfried Engineering, Inc. for construction support services in the amount of \$40,000 and a revised total contract value not to exceed \$348,737, in the form attached hereto as Exhibit 1 and incorporated herein by reference, subject to final approval as to form by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 6th day of August, 2018, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
SIEGFRIED ENGINEERING, INC. FOR PROFESSIONAL SERVICES FOR THE
GRAND AVENUE PATHWAY CONNECTOR PROJECT**

THIS FOURTH AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **SIEGFRIED ENGINEERING, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2018.

RECITALS

WHEREAS, pursuant to City Council Resolution No. 13198, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated July 18, 2011 for design services associated with the Grand Avenue Pathway Connector Project (the “Project”) in an amount not-to-exceed \$158,984 (the “Agreement”); and

WHEREAS, pursuant to City Council Resolution No. 13391, on August 6, 2012 the **CITY** and **CONSULTANT** entered into a First Amendment to the Professional Services Agreement for design services for the Project, expanding the scope of work and increasing the not-to-exceed amount by \$21,700 for a total not-to-exceed amount of \$180,684; and

WHEREAS, pursuant to City Council Resolution No. 13837, on November 3, 2014 the **CITY** and **CONSULTANT** entered into a Second Amendment of the Professional Services Agreement for the Project, expanding the scope of work and increasing the not-to-exceed amount by \$59,528 for a total not-to-exceed amount of \$240,212; and

WHEREAS, pursuant to City Council Resolution No. 14052, on January 22, 2016 the **CITY** and **CONSULTANT** entered into a Third Amendment of the Professional Services Agreement for the Project, and increasing the not-to-exceed amount by \$68,525 for a total not-to-exceed amount of \$308,737; and

WHEREAS, **CITY** requires construction support services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services;

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement, entitled “DUTIES OF THE CONTRACTOR,” is hereby amended to include the additional services set forth in **CONSULTANT**’s

proposal entitled "Proposal for Construction Support Services" dated June 25, 2018, attached to this Fourth Amendment as Exhibit "A" and incorporated herein by reference.

- 2. Paragraph 4 of the Agreement, entitled "COMPENSATION," is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit "A" to this Fourth Amendment, on a time and materials basis in a not-to-exceed amount of \$40,000, and to change the total not-to-exceed amount under the Agreement to \$348,737.00. Such additional compensation shall be paid at the hourly rates for **CONSULTANT** and **CONSULTANT'S** subcontractor set forth in Exhibits "B" and "C", respectively, attached to this Fourth Amendment and incorporated herein by reference.
- 3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

SIEGFRIED ENGINEERING, INC.

JIM SCHUTZ, City Manager

By: 

Name: Paul J. Schneider
Title of Corporate Officer: VP/CFO

ATTEST:

LINDSAY LARA, City Clerk

and
By: 

Name: Adam Merrill
Title of Corporate Officer: Secretary

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

June 25, 2018

Hunter Young, P.E.
City of San Rafael, Department of Public Works
111 Morphew Street
San Rafael, CA 94901

**RE: GRAND AVENUE PATHWAY CONNECTOR PROJECT
SAN RAFAEL, CALIFORNIA
PROPOSAL FOR CONSTRUCTION SUPPORT SERVICES**

Dear Hunter;

We appreciate the opportunity to assist you with the construction of the Grand Avenue Pathway Connector Project. Our scope of work, based on previous emails, meetings and phone conversations, is as follows.

I. Scope of Work

TASK 1 – CONSTRUCTION SUPPORT SERVICES

Siegfried shall perform the following services as directed by the City of San Rafael.

- Assist contractor with plan interpretation during construction.
- Prepare minor addendums to clarify plan intent or respond to RFIs.
- Review site development submittals and shop drawings related to the design scope of work.
- Attend construction meetings with the contractor in person or by phone at the City's direction.

Siegfried will provide assistance during construction. This generally consists of field reviews and up to ten (10) meetings, as requested by the City, responding to requests for information (RFI), and reviewing contractor submittals.

Siegfried and, if necessary, appropriate design team members will attend the following meetings:

- Pre-construction meeting
- Post-construction meeting
- Construction coordination meetings in the field when necessary
- Provide site review at project completion to aid City in developing a final site punch list

Construction management will be provided by the City or a firm selected by the City.

Siegfried will provide to the City all engineering records, survey information and data and other information required to construct the project.

Corporate Office

3244 Brookside Rd., Ste. 100
Stockton, CA 95219
t: 209.943.2021 f: 209.942.0214

San Jose

111 N. Market St., Ste. 300
San Jose, CA 95113
t: 408.754.2021

Sacramento

111 Scripps Drive
Sacramento, CA 95825
t: 916.520.2777



If questions arise during construction over the intent of the design, Siegfried and appropriate design team members will respond to such questions in a timely fashion. Siegfried will review, comment, and make recommendations on the contractor's material submittals and shop drawings.

Approval of the traffic handling plans for construction (provided by the contractor) will be performed by the City however Siegfried will assist in the review. Siegfried will prepare record drawings and as-built revisions for the project.

The scope of **RGH's** services is based on knowledge of the soil conditions gained from their study for the project and experience obtained during construction of similar projects. As recommended in the supplemental services section of RGH's report, RGH will provide intermittent on-site observation with field and laboratory testing during the following work items:

- a. Placement and compaction of sidewalk subgrade;
- b. Placement and compaction of sidewalk aggregate;
- c. Excavation of site retaining wall footings;
- d. Installation of bridge piles; and
- e. Engineering support during construction.

The results of the observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a letter report, including field and laboratory data.

II. Fee Proposal

<u>Task</u>	<u>Description</u>	<u>Total</u>
1	Engineering Services during Construction	\$40,000
TOTAL NOT TO EXCEED Fee for Task 1 including reimbursable expenses		<u>\$40,000</u>

We look forward to working with you and your team. If you have any questions regarding this proposal, please do not hesitate to call me directly. We will commence work upon your authorization to proceed and the execution of your contract documents.

Sincerely,

Adam K. Merrill, QSD, QSP, P.E.
SIEGFRIED

Corporate Office
3244 Brookside Rd., Ste. 100
Stockton, CA 95219
t: 209.943.2021 f: 209.942.0214

San Jose
111 N. Market St., Ste. 300
San Jose, CA 95113
t: 408.754.2021

Sacramento
111 Scripps Drive
Sacramento, CA 95825
t: 916.520.2777

Charge Rate Schedule

Contact Information

Stockton

3244 Brookside Road, Ste. 100
Stockton, CA 95219
209.943.2021

Sacramento

109 Scripps Drive
Sacramento, CA 95825
916.520.2777

San Jose

111 North Market Street, Ste. 300
San Jose, CA 95113
408.754.2021

Modesto

100 Sycamore Ave, Ste. 100
Modesto, CA 95354
209.762.3580

» siegfriedeng.com

Professional Classification

Hourly Rate

Managing Principal	\$245
Principal	\$219
Senior Associate	\$193
Associate	\$172
Project Engineer	\$163
Engineer II	\$149
Engineer I	\$133
Project Landscape Architect	\$161
Landscape Architect II	\$139
Landscape Architect I	\$114
Project Land Surveyor	\$163
Surveyor II	\$147
Surveyor I	\$129
Survey Crew, 2 Person	\$265
Survey Crew, 1 Person	\$175
Instrumentman	\$188
Chainman/Rodman	\$129
Senior Technician	\$129
Technician III	\$114
Technician II	\$99
Technician I	\$84
Expert Witness	\$400
Clerical	\$77

Reimbursable Expenses

Printing, Copying, Materials, Etc.	Cost + 10%
Mileage	In accordance with Federal Standard Mileage Reimbursement Rates

Notes

1. Instrumentman and Chainman rates apply to services requiring Prevailing Wage Rates for work performed at the job site.
2. These rates are effective May 28, 2018 and are subject to periodic adjustments.



EXHIBIT C

Santa Rosa Office
1305 North Dutton Ave
Santa Rosa, CA 95401
P: 707-544-1072
F: 707-544-1082

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
P: 707-252-8105
F: 707-544-1082

Middletown Office
P.O. Box 852#
Middletown, CA 95461
P: 707-987-4602
F: 707-987-4603

PREVAILING WAGE SCHEDULE OF CHARGES
Effective March 1, 2018

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$195/hour
Senior Associate	\$185/hour
Associate	\$175/hour
Senior Engineer	\$145/hour
Project Engineer/Geologist	\$125/hour
Staff Engineer/Geologist	\$110/hour
Field Engineer	\$110/hour
Graphics	\$80/hour
Report Typing/Reproduction	\$60/hour

EQUIPMENT

Vehicle	\$15/hour
Nuclear Density Gauge	\$12/test
Water Level Indicator	\$35/day
Slope Inclinator Instrument	\$150/day
Pachometer	\$25/day
Coring Machine	\$300/day
Stormwater Sampling Equipment.....	\$50/day
Specialty Software (i.e. SLOPE/W, EZ-FRISK, VolFlo)	\$25/hour

CONCRETE

Compression Testing - Set of 4 Cylinders.....	\$115
Each Additional Cylinder Break.....	\$35
Coring Charge.....	\$125

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$275 per hour for the principal, associate, and project level professional and \$175 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.