



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin,
Director of Public Works**

City Manager Approval: _____

TOPIC: THIRD STREET REHABILITATION – CONTRACT FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIAL TESTING

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIAL TESTING SERVICES ASSOCIATED WITH THE THIRD STREET REHABILITATION PROJECT, IN AN AMOUNT NOT TO EXCEED \$1,168,300 FUNDED THROUGH GRANTS

RECOMMENDATION:

Adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with Coastland Engineering, Inc. (Coastland) for construction management, inspection, and material testing services associated with the Third Street Rehabilitation project, in an amount not to exceed \$1,168,300.

BACKGROUND: In 2004, the Transportation Authority of Marin (TAM) established the Measure A Expenditure Plan (Plan), a voter-approved sales tax providing funds for major roadway projects in Marin County. Plan projects were prioritized based on roadway condition, traffic volumes, transit frequency, and existing bicycle and pedestrian access. Approximately \$12.9 million in Measure A funds has been allocated from TAM for design and construction of the [Third Street Rehabilitation project](#). The construction funding was authorized by the TAM Board of Commissioners on May 27, 2021, after the City Council adopted a resolution on May 3, 2021 accepting the Third Street Rehabilitation project and directing staff to request funding.

Third Street, from Miracle Mile to Union Street will have roadway, pedestrian, and bicycle improvements, including but not limited to, street resurfacing, curb ramps, sidewalk, raised intersections through the downtown core, storm drains, traffic signal upgrades, bulb-outs for improved pedestrian visibility, narrowing travel lanes, adding trees, and reconfiguring the roadway between West Street and Shaver Street to allow room for an eight-foot-wide Class IV cycle track on the south side of Second Street with a dedicated sidewalk for pedestrians.

In addition, the Rehabilitation project will be a joint effort with Marin Municipal Water District (MMWD) and San Rafael Sanitation District (SRSD) for pipeline replacement work. Combining these three projects into one will provide a cost savings for all parties by sharing construction

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

management resources, improving coordination among different types of work, reducing construction impacts to the public, and consolidating the overall project timeline for residents and businesses.

More information about the project, including prior meetings, timeline, and design details can be found on the City of San Rafael [website](#). Key prior City Council meetings included the feasibility report, presented to the City Council at the [June 3, 2019](#) meeting and an Informational Report with design updates on [November 2, 2020](#) that reviewed feedback received from the public.

ANALYSIS: On April 29, 2021, Public Works received five proposals from qualified firms. Proposals were evaluated by City staff based on criteria specified in the RFP including, but not limited to, understanding of the Scope of Work, previous experience with similar projects, qualified personnel, and familiarity with City procedures for project delivery.

On May 11, 2021, the five proposing firms were interviewed by panel members consisting of the City and San Rafael Sanitation District staff as well as the project manager from CSW/Stuber-Stroeh Engineering Group, Inc, who is the design consultant for the project. The panel members found Coastland as the most qualified consultant for this project. After successful negotiations, Coastland submitted a revised scope and fee proposal to perform the construction management, inspection, and material testing services for a sum of \$1,168,300, which was found to be complete and within industry standards.

FISCAL IMPACT: The consultant's fee of \$1,168,300 is being funded by TAM Measure A/AA grant funds.

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

1. Adopt a resolution authorizing the City Manager to execute a professional services agreement with Coastland.
2. Do not accept the proposal from Coastland and provide further direction to staff.

RECOMMENDED ACTION: Adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with Coastland Engineering, Inc. for construction management, inspection, and material testing services associated with the Third Street Rehabilitation project, in an amount not to exceed \$1,168,300.

ATTACHMENT:

1. Resolution
2. Draft Agreement with Exhibit A (Proposal)

RESOLUTION NO.

A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIAL TESTING SERVICES ASSOCIATED WITH THE THIRD STREET REHABILITATION PROJECT, IN AN AMOUNT NOT TO EXCEED \$1,168,300, FUNDED THROUGH GRANTS

WHEREAS, the City desires to implement safety improvements along the Third Street corridor from Miracle Mile to Union Street; and

WHEREAS, the City was allocated Measure A funding through the Transportation Authority of Marin (TAM) for the Third Street Rehabilitation project; and

WHEREAS, the City has conducted significant public outreach and refined the project design accordingly; and

WHEREAS, the City requires outside professional assistance for the construction management, inspection, and material testing services associated with the aforementioned project; and

WHEREAS, in response to the request for proposals (RFP), the Department of Public Works received five proposals and conducted team interviews; and

WHEREAS, staff has reviewed the proposal and identified Coastland Engineering, Inc. to be the most qualified firm; and

WHEREAS, Coastland Engineering, Inc.'s proposal in the amount of \$1,168,300 was found to be complete and within industry standards;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL

RESOLVES as follows:

1. The City Council hereby approves and authorizes the City Manager to execute a Professional Services Agreement with Coastland Engineering, Inc. for construction management, inspection, and material testing services associated with the Third Street Rehabilitation Project in the amount not to exceed \$1,168,300 in the form attached to the Staff Report to the City Council for this matter, subject to final approval as to form by the City Attorney.

2. Funds totaling \$1,168,300 will be appropriated for this project from the Measure A allocation.
3. 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 21st day of June 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE THIRD STREET REHABILITATION PROJECT**

This Agreement is made and entered into this ____ day of _____, 20____, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and COASTLAND CIVIL ENGINEERING, INC. (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, the **CITY** has determined that professional construction management, inspection, and material testing services are required for the Third Street Rehabilitation Project (City Project No. 11315); and

WHEREAS, the **CONSULTANT** has agreed to render such services.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Shawn Graf is hereby designated the **PROJECT MANAGER** for the **CITY** and said **PROJECT MANAGER** shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single **PROJECT DIRECTOR** to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Mike Janet is hereby designated as the **PROJECT DIRECTOR** for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute **PROJECT DIRECTOR**, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide services as outlined in the **CONSULTANT'S** proposal dated June 4, 2021, marked as Exhibit A, attached hereto, and incorporated herein.

3. **DUTIES OF CITY.**

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as described in Exhibit A.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** on a time and materials basis, for services rendered in accordance with the rates shown in Exhibit A, in an amount not to exceed **\$1,168,300**.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for two (2) year(s) and commence upon the date of the execution of the agreement. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to two (2) year(s).

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT**'s documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY**

or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** 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 **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY'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 insurance or worker’s 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 Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** 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 **CITY** 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 Agreement, 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 Agreement.

7. The limits of insurance required in this Agreement 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 **CITY** (if agreed to in a written contract or agreement) before **CITY’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 Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

C. Deductibles and SIR’s. Any deductibles or self-insured retentions in **CONSULTANT’S** insurance policies must be declared to and approved by the **PROJECT MANAGER** and 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 **CITY** or other additional insured party. At **CITY’S** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY’S** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney’s fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** or **CITY’S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance

coverage required in this Agreement; (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 Agreement. **CITY** 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 **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY’S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney’s fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct of such **City Indemnitee**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this

Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

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 Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, 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.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, 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.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY 's Project Manager:	Shawn Graf City of San Rafael 111 Morphew Street San Rafael, CA 94901
------------------------------------	--------------------------------------------------------------------------------

TO CONSULTANT 's Project Director:	Mike Janet Coastland Engineer, Inc. 1400 Neotomas Avenue Santa Rosa, CA 95405
-------------------------------------------	----------------------------------------------------------------------------------------

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of

the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, 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 Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, 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 Agreement, 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 Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs

(including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** 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. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

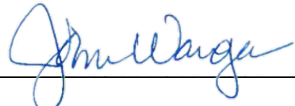
This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By:  _____
Name: John Wanger
Title: CEO

ATTEST:

LINDSAY LARA, City Clerk

[If CONSULTANT is a corporation, add signature of second corporate officer]

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

By: 

Name: Paul W. Wade

Title: CFO



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

June 4, 2021

April Miller, Senior Civil Engineer
Public Works Department
City of San Rafael
111 Morpew Street
San Rafael, CA 94901

Re: Proposal for Construction Management, Inspection and Materials Testing Services for the Third Street Rehabilitation Project

Dear April:

Coastland Civil Engineering (Coastland) is very happy to provide Resident Engineer and Inspection services for the Third Street Rehabilitation Project (Project).

PROJECT UNDERSTANDING

The Project presents an opportunity to improve the traffic flow capacity and pedestrian safety on one of the City of San Rafael's (City) most congested roadways. This will require extensive knowledge and experience of the pavement rehabilitation process; construction impacts to traffic and how this will affect the City and community. Public outreach will play a key role in ensuring the project progresses smoothly with as little disruption to the community as possible. The consultant team should be able to offer a cohesive and efficient approach to the project and serve as the City's representative and advocate. We believe this knowledge, experience and uncommon partnership can only be presented by a local team with a long-term, positive track record serving the North Bay that knows the project area and is familiar with existing conditions.

SCOPE OF WORK

Coastland's overall approach to performing Construction Management and Inspection focuses on teaming with City forces to produce a high quality, cost effective project. We will manage the project in accordance with Federal requirements and follow the filing method and criteria of the LAPM. Our Resident Engineer and Inspector will keep the City informed regarding costs, changes, public relations, and construction progress. We will coordinate closely with the City, MMWD, San Rafael Sanitation District and the property owners for the entire project duration. From the onset of the project, we will establish the lines of communication and decision-making roles with all Project stakeholders. Based on our understanding of the Project, our scope of services is as listed in Attachment A.

PROJECT STAFFING

Matt Vail, PE, will act as the Resident Engineer; DeWayne White, acting as the Inspector; and Mike Janet will be Principal in charge. Mike can be reached via email (janet@coastlandcivil.com) or the Santa Rosa office phone number listed below. We are including as part of our team two subconsultants. RGH Consultants will provide materials testing and inspection services. AIM Consulting will provide public outreach and communications services.

WORK ESTIMATE

Based on the Scope of Work as noted above, we have prepared a comprehensive budget that identifies staffing rates, total hours, costs per task, and direct expenses. Inspector rates are in compliance with current California General Prevailing Wage Rate Determinations.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount. Our proposal is based on a project duration of 300 working days and part-time Resident Engineer as outlined in our work estimate. We are providing full-time inspection at 40 hours per week and estimating inspector overtime at 150 hours for typical overrun.

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

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

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

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961

Our proposal also includes attending meetings, project closeout, and vehicle costs. Based on these items, we estimate the not-to-exceed fee to be \$1,168,300 (see attached Work Estimate). If the contract time extends beyond 300 working days, or the scope or level of services change, our costs may also increase. Similarly, if the contract time is reduced, charges will decrease accordingly.

Coastland is registered as a contractor with the Department of Industrial Relations and abides by all prevailing wage requirements.

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. 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, PE
Principal



Mike Janet
Construction Services Manager



ATTACHMENT A

Pre-Construction

Task 1 – Constructability Review

Coastland's Construction Manager (CM), Resident Engineer (RE) and the Lead Inspector will review the 100% Design drawings. The review will look for missing information, conflicting details, and the overall constructability of the design documents. Coastland will also look for construction sequencing and schedule opportunities and will review and comment on the work constraints.

Task 2 – Project Bidding

Coastland will conduct a pre-bid site visit for the bidders, assist in preparing responses to bidder's questions and the issuance of addendum, and participate in the bid opening process. Coastland will assist the City in reviewing the bids, create a bid tabulation, review bids for completeness and provide recommendation for award to the responsive and responsible low bidder.

Construction Phase

Task 1 – Pre-Construction Meeting

Immediately following the Notice to Proceed, our Construction Manager will schedule and administer the pre-construction meeting. During this meeting we will establish lines of communication and decision-making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, submittal requirements, project schedule, change order and potential claim procedures, and safety procedures.

Coastland will be responsible for generating pre-construction meeting invitations including the meeting agenda. Agenda items include lines of communication, public relations, safety, submittals, change procedures, payments, progress schedules, contract time, requests for information, and other applicable items. Coastland will prepare and distribute meeting minutes to all parties.

Following the pre-construction meeting, Coastland will continue to work with the City team, contractor, and Coastland's design team to ensure that all project issues are addressed promptly and that the City's best interests are considered at all times.

Task 2 – Pre-Construction Site Visit and Documentation

Coastland will take pre-construction digital photos of the construction site with special attention given to sensitive areas including any private residences and businesses adjacent to the project. Documenting the site prior to construction will help mitigate



possible disputes between the City, contractor, and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

Task 3 – Project Start-Up

Coastland will assemble project files in accordance with the City's standard format. Coastland utilizes a centralized system for document control to create, store, organize, track, and link all project information. Our digital record-keeping will ensure the constant flow of documentation to a form that quickly and easily identifies trends and critical issues and will help keep the project moving as it helps document the work.

Task 4 - Daily Field Inspections and Documentation

A critical aspect of our services is maintaining close communication with City staff to ensure scheduling goals are met. To help maintain close communication, Coastland's inspector will be accessible to the City at all times at the project site and through the use of email and cellular phones. Coastland's on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, City standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns, and hazardous materials.

Coastland will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on a portable storage device (USB drive) and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next and will be submitted to the City at the close of the project.

Coastland will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. Coastland will immediately report any deviation from the approved contract documents.

Our inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes and avoid any delays.

Our inspector will review the Contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our Inspector's responsibilities include:



- Represent the City in ensuring that the terms of the construction contract are followed throughout the term of the project.
- Participate in regular meetings called by the Construction Manager.
- Protect the interest of the City.
- Daily inspection of the contractor's work for conformance to the contract documents, codes, regulations, and City standards.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to City requests.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Respond to calls from the public promptly and log any complaints in a timely manner.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

Task 4b – Special Inspection and Material Testing

Coastland will partner with RGH Consultants to provide material testing services.

- Asphalt Pavement Section Testing:
RGH will perform intermittent site visits to test compaction of exposed aggregate base rock and new asphalt placed. Additionally, we anticipate the work will take place during the evening hours when traffic loads are light.
- Asphalt Laboratory Testing:
RGH will collect samples of the asphalt utilized during construction to perform laboratory testing. Laboratory tests will include specific gravity, CT 309; stabilometer value (S-value), CT 366; asphalt content, CT 382; and sieve analysis, CT 202. We anticipate performing a suite of tests per day of asphalt placement.
- Concrete Sampling and Testing:
RGH will collect concrete samples (cylinders) and perform compressive strength tests.
- Other geotechnical items as needed.

Task 5 – Progress Meetings

Coastland will conduct weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations, safety, and other concerns that are identified by a project team member. We will work to foster honest, open communication at these weekly meetings which will help in timely resolution of any disputes and/or potential claims.



Task 6 – Status Reports and Documentation

Task 6a – Reports

Complete and accurate record keeping will be an essential component of this project. We will ensure project documents and certified payroll are complete and correct sub-contractors are used. We will keep the City informed and document all construction issues with the following:

- Weekly Statement of Working Days
- Progress Meeting Minutes
- Field Directive Log
- Change order tracking
- Regular phone calls and e-mails

Task 6b – Submittal Management

Coastland will coordinate all submittals and monitor the status of the submittals to assure the contractor provides timely response. At the pre-construction conference, we will provide the contractor with a log of all required submittals and due dates.

Submittals will be stamped, logged, and distributed to the designer for complete review and approval. Submittals will be filed numerically, and approved copies will be distributed to the City, project members, and the contractor.

Task 6c – Requests for Information (RFI)

Coastland will receive and log all Requests for Information (RFI's) from the contractor and forward the RFI to the designer. Coastland will track the status of all RFI's by generating a weekly RFI log that lists the "Ball-in-court" status, description, and if an RFI results in a potential change order.

Task 6d – Change Order Management

In the event that a change order is required, Coastland will negotiate the changes with the contractor and prepare documentation. All changes will be approved by the contractor, Coastland, and the City prior to starting work on the change. With the City's approval, Coastland can negotiate with the contractor to produce the best construction method for the change at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate with them to ensure it is reviewed. A Change Order Log will be created that will show Change Order number, description, status, approved date, start and completion dates and cost.

Task 7 – Construction Engineering/Management

Our goal is to ensure that construction and contract administration are performed in compliance with City requirements and standards, and the project plans and specifications. To accomplish this goal, our Construction Manager will manage the day-to-day construction activities with the contractor. He will be accessible to the City at all times. The Construction Manager will be responsible for keeping the City informed of the progress of the project, changes that may be needed, pay estimate input and releasing information to the public. In addition, our Construction Manager will complete all contract administration documentation in a timely, accurate and orderly fashion.



In summary, our Construction Manager's responsibilities include:

- Continuous communication and coordination with the contractor through regular progress meetings.
- Review and routing of project submittals and RFIs.
- Prepare project pay estimates and maintain records associated with the project's federal funding requirements.
- Accept work performed or, if work is rejected, work with contractor to correct construction errors.
- Prepare and approve Contract Change Orders.
- Provide claims management.
- Monitor permit and environmental compliance.
- Confirm labor compliance.
- Develop a project punch list and make recommendations for project acceptance.
- Prepare As-Built plans.
- Maintain an up-to-date construction file containing all records associated with the construction of the project.

Task 8 – Cost and Schedule Management

Coastland will continually review the construction progress and perform field measurements and quantity calculations. Each month, Coastland will provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to the City. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable and will compare this to the field measurements and quantity calculations. We will continually monitor project costs and keep the City informed regularly.

Coastland will review the contractor's construction schedule for accuracy, reasonableness, and will verify that it meets the project schedule, order of work, and contract requirements. Progress schedules will be reviewed weekly to ensure the contractor is meeting the critical dates. If the contractor fails to meet critical dates, it will immediately be brought to his attention and remedies to get back on schedule will be accomplished. Schedule updates may be required once a month or more. We will negotiate any time extensions for the contractor due to change orders, weather, or other delays. Coastland will also maintain an as-built progress schedule.

Task 9 - Public Relations and Notifications

Coastland will ensure every effort is made to keep residents and businesses informed of construction progress and minimize disruptions due to limited access and excessive noise. Our Construction Manager will proactively meet with property owners prior to and during construction to address any concerns from those affected by the project.

We will monitor traffic control and flagging procedures to ensure construction proceeds smoothly and public impact is minimized. There may be traffic delays during peak traffic periods. Accordingly, we will keep all residents and businesses informed on construction status and impacts through the use of message boards and notification



letters. Our Construction Manager will also make introductions to the affected properties and provide his 24-hour contact phone number as appropriate. Coastland will ensure that Contractor provides advanced notice to residents and businesses, as required by the specifications, regarding roadwork and lane closures.

Coastland will log and respond to questions and concerns from the public in a timely manner and will record the contractor's activities as they relate to public safety and public convenience.

Additionally, our inspector will accurately document pre-construction conditions with a photo log to verify the project area is restored to its original form following construction.

Our subconsultant AIM will also provide public outreach services including developing and maintaining a stakeholder database throughout the project's duration. Other deliverables will include:

- Project Hotline and Email
- Webpage Development and Update
- Communication Collateral and Handouts
- Public Information and Direct Mail Notifications

Task 11 – Utility Coordination

Coastland will focus on coordinating with the contractor and utility owners to identify and resolve potential utility conflict in advance of the work.

Task 12 – Post-Construction Meeting

Following completion of the work, Coastland will organize and conduct the post-construction meeting. The meeting will document all requirements necessary for final closeout and payment and confirm all contract obligations have been met. Recommendations for improvement will be made and incorporated into future projects. The results of the meeting will be summarized in meeting minutes.

Task 13 – Project Closeout

Coastland will verify completion of punch list items, issue notice of completion, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness, prepare and recommend final payment, and transmit all construction documentation to the City. At the completion of the project, we will provide the City with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and CD of digital photos
- As-built project schedule

OPTIONAL TASKS

If requested by the City, conflict resolution & claim management can be added under an amendment on a Time & Materials basis.





WORK ESTIMATE

Third Street Rehabilitation Project		PROPOSAL FOR CM & INSPECTION SERVICES					City of San Rafael			
TASK INFORMATION							HOURS AND COST INFORMATION			
Task No. (Coastland Code)	Task Information	CM	Lead Inspector	Inspector	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments
		\$170	\$145	\$145	\$203	\$85				
Pre-Construction Phase										
1	Constructability Review	60	40					100	\$16,000	90% Design Review
2	Project Bidding	20	10					30	\$4,850	Bidder's Questions and Bid Evaluation
Construction Phase										
1	Pre-Construction Meeting	8	4			4		16	\$2,280	Agendas / conduct meeting
2	Site Visit & Documentation	8	20			8		36	\$4,940	Job walk / photos/Meet with City
3	Project Start-Up	24	8			10		42	\$6,090	Assemble filing / CM program
4	Daily Field Inspections & Documentation		1,800	1,200		180		3,180	\$450,300	Based on 300 working days
4a	Overtime Inspection				150			150	\$30,450	Typical overruns for paving project
4b	Special Inspection						230,000		\$230,000	RGH Consulting
5	Progress Meetings/Other Mtgs	120	60			120		300	\$39,300	Assume attendance @ 60 mtgs (CM & Inspector)
6	Status Reports & Documentation	120	60			40		220	\$32,500	Review progress/documentation
6a	Reports	48	48			24		120	\$17,160	Status /Daily Updates to City
6b	Submittal Management	80	40			80		200	\$26,200	Based on 40 submittals
6c	Requests For Information	80	40			80		200	\$26,200	Based on 40 RFIs
6d	Change Order Management	48	24			24		96	\$13,680	Based on 12 change orders
7	Construction Management	350				120		470	\$69,700	
8	Cost and Schedule Management	48	24			32		104	\$14,360	Based on 16 monthly payments & CPM updates
9	Public Relations & Outreach	120	120			200	\$28,750	440	\$83,550	Notices/meeting/coordination etc
10	Conflict Resolution & Claim Management							0		Provided on a time and materials basis if required
11	Utility Coordination	40	80			24		144	\$20,440	Coordination/spot inspection
12	Post Construction Meeting	6	2			6		14	\$1,820	Walk through
13	Project Closeout	20	20			8		48	\$6,980	As-builts / files
	Photographs & video						\$100		\$100	
	Vehicle/Equipment expenses						\$71,400		\$71,400	4200 hours x \$17/hr= \$71,400
	Total Hours	1,200	2,400	1,200	150	960		5,910		
	TOTAL	\$204,000	\$348,000	\$174,000	\$30,450	\$81,600	\$330,250		\$1,168,300	

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

- 1 Based on 300 working days for Construction.
- 2 Based on full time inspection at 40 hours per week and 20 hours a week for a second inspector. 150 hours (0.5 hours per day) of overtime have been included for typical overruns.
- 3 Based on part time Resident Engineer at 20 hours per week. Project Administration at 16 hours per week.
- 4 Based on an estimated number of RFIs, change orders and submittals shown above.

