

Attachment A-4
City of Emeryville
 CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIRD AMENDMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of this _____ day of 07/01/2021, 2021, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COASTLAND CIVIL ENGINEERING, INC** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 6, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide City Engineering services and capital projects delivery assistance; and

WHEREAS, the City and the Contractor entered into a first amendment of the Contract on July 1, 2019 for purpose of increasing the contract amount and extending the termination date of the contract; and

WHEREAS, the City and the Contractor entered into a second amendment of the Contract on January 26, 2021 for purpose of increasing the contract amount and extending the termination date of the contract

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-3**, attached hereto and incorporated herein by this reference.

FOR CITY USE ONLY

Contract No.	21019E-0317-PW01	CIP No.	N/A
Resolution No.	21-51	Project No.	N/A

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1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2022**.

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **TWO HUNDRED EIGHTEEN THOUSAND AND FIVE HUNDRED DOLLARS AND NO CENTS (\$218,500)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **EIGHT HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS (\$873,148)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

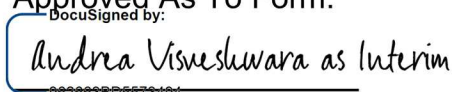
SIGNATURES ON FOLLOWING PAGE

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**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
THIRD AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.


Approved As To Form:

DocuSigned by:

802003BD5573494...
City Attorney

Dated:

08/06/2021 , 2021

CITY OF EMERYVILLE

DocuSigned by:

B023BA190D204E2...
Christine S. Daniel, City Manager

Dated:

5/10/2021 , 2021

COASTLAND CIVIL ENGINEERING, INC

DocuSigned by:

4C58F74CB969414...
John Wagner, CEO (Signature)

EXHIBIT A-3 SCOPE OF SERVICES

I. CITY ENGINEERING SERVICES

A. Administrative Duties

1. As a City Official, provide services on an as-needed basis to handle City Engineering matters.
2. When directed, attend City Council, Planning Commission, and other Committee meetings.
3. Establish working relationships and coordination with other public agencies, County Departments and private utilities involving engineering matters affecting CITY.
4. When directed, attend staff level meetings with the City staff, public officials, community leaders, developers, contractors and the general public.
5. When directed, review and comment on planning programs and land development controls.
6. When directed, recommend regulations and ordinances pertaining to engineering matters.
7. When directed, supervise the accounting of State Highway Users Funds from the standpoint of meeting State requirements for the expenditure of such funds.
8. When directed, provide technical advice to City personnel assigned to public works activities.
9. Upon CITY's request, advise the CITY as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding.
10. When directed, analyze the CITY's needs, and prepare and administer long and short-range programs consistent with the economic capabilities of CITY.
11. As the City Engineer, provide on an as-needed basis handle general public works permits and other engineering related matters at the public counter.

B. Development-related Services

1. Perform the statutory functions of City Engineer pertaining to the review and checking of land divisions.
2. Review tentative maps and other submittals for land divisions for proposed developments and make recommendations as to engineering matters.
3. Check all improvement plans for facilities under the jurisdiction of CITY.
4. Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
5. Provide such necessary and related functions as are the normal practice of CITY in the City Engineering review of private developments.

C. Public Works Permits

1. As a City Engineer, receive and process public works permit applications.

2. As a City Engineer, when needed, provide field observation of permit work within CITY streets and rights-of-way.
3. Check plans and specifications and, when needed, provide periodic field observations for CITY projects designed by others.

D. Capital Projects

From time to time, the CITY may have the need for ENGINEER to perform work for CITY projects not covered by the scope of services described herein. Accordingly, when requested, ENGINEER shall provide a separate scope of work, time line and estimated fee for completion of said work. Written approval shall be received prior to starting on any project-related work. Scopes of work for capital projects may include, but not be limited to the following:

1. Prepare plans and specifications for CITY projects.
2. Provide design survey; real property engineering services; and construction administration and observation for CITY projects.
3. Provide special engineering reports regarding such matters as annexations, developer impact fees, studies, master plans, etc.
4. Coordinate with utility companies in the relocation of affected utilities.
5. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.

For projects that the CITY wishes to have designed by outside consultants, as directed, ENGINEER shall assist the CITY in preparing requests for proposals to retain consultants to provide design services and shall oversee said design on behalf of the City.

E. Construction Management Services

Not included.

II. **OTHER MISCELLANEOUS CITY SERVICES**

CITY may from time-to-time have the need for other services not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities. CITY may authorize ENGINEER to perform such selected services on an as-needed basis. CITY reserves the right to select other consultants for special projects as need and approved by City Council.

III. **FACILITIES AND RECORDS**

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY. ENGINEER shall maintain time records for meetings, projects and work hours. ENGINEER shall assemble these records in an orderly fashion and store same, for at least three years or as otherwise required by law or CITY policy so that they may be reasonably available to the public or to the officials of CITY as

required.

IV. OTHER MISCELLANEOUS CITY SERVICES

CITY may from time-to-time have the need for other services not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities. CITY may authorize ENGINEER to perform such selected services on an as-needed basis. CITY reserves the right to select other consultants for special projects as need and approved by City Council.

V. FACILITIES AND RECORDS

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY. ENGINEER shall maintain time records for meetings, projects and work hours. ENGINEER shall assemble these records in an orderly fashion and store same, for at least three years or as otherwise required by law or CITY policy so that they may be reasonably available to the public or to the officials of CITY as required.

EXHIBIT A**COASTLAND****SCHEDULE OF HOURLY RATES**

July 01, 2020 through June 30, 2021

PROFESSIONAL SERVICES

Principal Engineer	\$200-220/hour
Supervising Engineer	\$170-200/hour
Senior Engineer	\$160-180/hour
Associate Engineer	\$145-160/hour
Assistant Engineer	\$125-145/hour
Junior Engineer	\$115-130/hour
Engineering Assistant	\$120-150/hour
Senior Engineering Technician	\$140-160/hour
Engineering Technician	\$120-140/hour
Engineering Aide	\$95-115/hour
Resident Engineer	\$155-180/hour
Construction Manager	\$145-180/hour
Construction Inspector*	\$130-165/hour
Construction Administrator	\$85-95/hour
Building Plan Check Engineer/Architect	\$140-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$125-145/hour
Building Inspector (I & II)	\$95-120/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-115/hour
Permit Technician (I & II)	\$85-95/hour
Administrative	\$85-95/hour

VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Fee schedule is subject to annual increase on July 1 of each year.
 - Computer time is included in the hourly rates used above.
 - When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.