

RESOLUTION NO. 19-96

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A First Amendment To The Professional Services Agreement With Coastland Civil Engineering, Inc. Extending The Contract To September 30, 2020 With An Additional \$50,000 For A Total Contract Amount Not To Exceed \$295,548 For City Engineering Services, Capital Projects Delivery Support, And Construction Management Services

WHEREAS, on June 5, 2018 the City Council of the City of Emeryville authorized the City Manager to enter into a professional services contract with Coastland Civil Engineering, Inc. to provide City Engineering services and capital projects delivery support, such as the Sherwin Williams redevelopment project and basic City Engineering Services; and

WHEREAS, continuing services are needed for City engineering, capital project support, and construction management services; and

WHEREAS, the item before Council is a comprehensive contract for Coastland which will provide for services through September 30, 2020; and

WHEREAS, the Coastland Agreement is written to not exceed \$295,548 and the work is proposed to be funded from the Design/Professional Services Component of the Capital Improvement Plan Project Budgets and the development review services will be cost recoverable; now therefore, be it


RESOLVED, by the City Council of the City of Emeryville that the City Manager is authorized to enter into a first amendment to the professional services agreement with Coastland Civil Engineering, Inc. extending the contract term to September 30, 2020, and increasing the total compensation by \$50,000 for a total contract amount not to exceed \$295,548 for city engineering services, capital projects delivery support, and construction management services; and, be it, further

RESOLVED, by the City Council of the City of Emeryville that the City Manager is authorized to enter into further amendments to modify the scope of work or extend the term of the contract further, provided they do not increase the total compensation of the contract.



ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, July 9, 2019, by the following vote:

AYES:	<u>5</u>	Mayor Medina, Vice Mayor Patz, and Council Members Bauters, Donahue, and Martinez
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

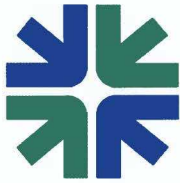

MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this _____ day of _____, 2019, 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 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-1**, attached hereto and incorporated herein by this reference.

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 **SEPTEMBER 30, 2020**.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

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 **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND FORTY-EIGHT DOLLARS AND NO CENTS (\$295,548.00)**.

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

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FIRST 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:



For City Attorney

Dated:

_____, 2019

CITY OF EMERYVILLE

Christine S. Daniel, City Manager

Dated:

June 24, 2019

COASTLAND CIVIL ENGINEERING, INC.



John Wanger, CEO (Signature)

EXHIBIT A- 1
COASTLAND ENGINEERING SERVICES
SCOPE OF SERVICES and SCHEDULE OF HOURLY RATES

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. When directed, provide construction observation services as the City Engineer during the construction of development related improvements by private developers (grading, street, storm drain, sewer and other related improvements) and at the proper time, recommend notices of completion and, acceptance of the work.
6. 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 and Inspection

1. As a City Engineer, receive and process public works permit applications.
2. As a City Engineer, when directed, provide construction observation of permit work within CITY streets and rights-of-way.
3. Check plans and specifications and, when directed, provide construction administration, construction management and observation services 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

When requested, provide construction management/observation services for CITY-sponsored capital projects. This work will include management of the project from award of the construction contract through project completion including but not limited to conducting pre-construction meetings, reviewing project schedules, providing construction observation on a daily basis, maintaining daily diaries, arranging and coordination of materials testing, preparation, evaluation and negotiation of change orders, review of submittals and billings, assist in processing pay requests, review of prevailing wage rate information, generating punch lists, etc. All fees associated with providing construction management services to the CITY will be negotiated on a project-by-project basis due to the various magnitudes and lengths of the individual projects.

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.



COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2019 through June 30, 2020

PROFESSIONAL SERVICES

Principal Engineer	\$200-220/hour
Supervising Engineer	\$170-200/hour
Senior Engineer	\$155-180/hour
Associate Engineer	\$140-155/hour
Assistant Engineer	\$125-140/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	\$160-180/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	\$120-145/hour
Building Inspector (I & II)	\$95-125/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%

- 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.