

CITY OF CLOVERDALE

CITY COUNCIL

RESOLUTION NO. 101 –2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE APPROVING THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH W-TRANS, INC. TO DEVELOP CONSTRUCTION BID PACKAGES FOR THE SIGNALIZATION OF S. CLOVERDALE BOULEVARD AND TREADWAY DRIVE AND S. CLOVERDALE BOULEVARD AND SANTANA DRIVE INTERSECTIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, on November 23, 2016, the City of Cloverdale and W-Trans, Inc. entered into a Professional Engineering Agreement to Conduct an Evaluation of the Operations of South Cloverdale Boulevard; and

WHEREAS, on January 12, 2017, the City of Cloverdale authorized Amendment No. 1, which includes additional services needed to Prepare a Traffic Signal Feasibility Study for South Cloverdale Boulevard at Santana Drive; and included a revised Projected Budget and Services for the additional professional services to a "Not to Exceed Amount" of \$18,500; and

WHEREAS, on July 25, 2017, the City of Cloverdale authorized Amendment No. 2, which includes additional services needed for traffic safety design services for the S. Cloverdale Boulevard and Treadway Drive, and included a revised Projected Budget and Services for the additional professional services to a "Not to Exceed Amount" of \$52,600; and

WHEREAS, W-Trans has completed the design tasks associated with the preferred solution to the traffic operation of South Cloverdale Boulevard, and

WHEREAS, City Staff requested, and the W-Trans provided a proposal setting forth the modified scope of services, which includes additional services needed to prepare bid packages associated with the City of Cloverdale's Financing Plan for traffic improvements for South Cloverdale Boulevard at Treadway and Santana Drives; and

WHEREAS, W-Trans' proposal for the additional professional services is for a not to exceed amount of \$28,110, which will be funded by the Thoroughfare Impact Fees; and

WHEREAS, Consultant proposes to increase the total contract "Not to Exceed Amount" to \$80,710; and.

WHEREAS, City staff is requesting the ability to execute contract amendments up to 20% of the amended contract amount to address any unforeseen professional services and/or to address any unforeseen complexities related to design, bid solicitation, and construction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cloverdale hereby: (1) approves Amendment No. 3 to the professional services agreement between W-Trans, Inc. and the City of Cloverdale for construction bid package preparation for the S. Cloverdale Boulevard and Treadway

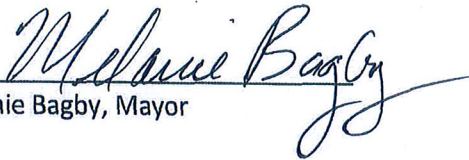
Drive, and S. Cloverdale Boulevard and Santana Drive intersections in an amount of \$28,110; (2) authorizes the City Manager to approve amendments to the Agreement totaling no more than 20 percent of the amended contract amount; and (3) authorizes the City Manager to execute the amendment.

The foregoing Resolution No. 101-2019 was duly introduced and adopted by the City Council of the City of Cloverdale at its regular meeting held on the 23rd day of October 2019 by the following roll call vote:

Ayes: (4) Councilmember Brigham, Councilmember Cruz, Vice Mayor Wolter and Mayor Bagby
Noes: (0) None
Absent: (1) Councilmember Turner
Abstaining: (0) None


APPROVED:


ATTEST:


Melanie Bagby, Mayor


Maria McArthur, Interim City Clerk

I, MARIA MCARTHUR, Interim City Clerk of the City of Cloverdale, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 101-2019 adopted by the City Council of the City of Cloverdale on the 23rd day of October 2019.


Maria McArthur, Interim City Clerk



AMENDMENT NO. 3

**TO PROFESSIONAL SERVICES AGREEMENT WITH W-TRANS, INC. TO DEVELOP CONSTRUCTION
BID DOCUMENTS FOR THE SIGNALIZATION OF THE INTERSECTIONS AT S. CLOVERDALE BOULEVARD
AND TREADWAY DRIVE AND S. CLOVERDALE BOULEVARD AND SANTANA DRIVE**

WHEREAS, on November 23, 2016, the City of Cloverdale and W-Trans, Inc. entered into a Professional Engineering Agreement to conduct an evaluation of the Operations of South Cloverdale Boulevard for an amount not to exceed \$13,850; and

WHEREAS, on January 12, 2017, the City of Cloverdale authorized Amendment No. 1, which included additional services needed to Prepare a Traffic Signal Feasibility Study for South Cloverdale Boulevard at Santana Drive; and included a revised Projected Budget and Services for the additional professional services to a "Not to Exceed Amount" of \$18,500; and

WHEREAS, on July 25, 2017, the City of Cloverdale authorized Amendment No. 2, to provide additional traffic safety design services for the S. Cloverdale Boulevard and Treadway Drive, and included a revised Projected Budget and Services for the additional professional services to a "Not to Exceed Amount" of \$52,600; and

WHEREAS, W-Trans has completed the design tasks associated with the preferred solution to the traffic operation of South Cloverdale Boulevard, and

WHEREAS, City Staff requested, and the W-Trans provided a proposal setting forth the modified scope of services, which includes additional services needed to prepare bid packages associated with the City of Cloverdale's Financing Plan for traffic improvements for South Cloverdale Boulevard at Treadway and Santana Drives; and

WHEREAS, W-Trans' proposal for the additional professional services is for a not to exceed amount of \$28,110, which will be funded by the Thoroughfare Impact Fees; and

NOW, THEREFORE, the City of Cloverdale and W-Trans, for the consideration hereinafter described mutually agree as follows:

1. PROPOSED AMENDMENTS

The Consultant's proposed Scope of Work, a copy of which is attached to this Amendment No. 3 as Exhibit A is hereby made a part of the Agreement.

2. DESCRIPTION OF SERVICES

The description of services is hereby further amended to include preparation of construction bid packages for the S. Cloverdale Boulevard and Treadway Drive, and S. Cloverdale Boulevard and Santana Drive intersections as described in Exhibit A.

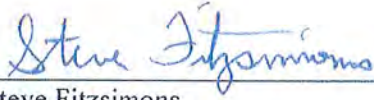
3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

The "Not to Exceed Amount" is hereby increased by \$28,110 to \$80,710.

4. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated November 23, 2016 is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement on this 17th day of December 2019.

Consultant



Steve Fitzsimons
Principal

City of Cloverdale



David Kelley
City Manager

Approved As to Form:


Jose M. Sanchez
City Attorney

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE



October 7, 2019

Mr. Mark Rincon
Public Works Director
City of Cloverdale
124 North Cloverdale Boulevard
Cloverdale, CA 95425

Proposal for Construction Services for the Traffic Signal at South Cloverdale Boulevard at Treadway and Santana Drives

Dear Mr. Rincon;

W-Trans is pleased to present this proposal to provide services during traffic signal installation. Following are the assumptions relied upon in preparing our scope of services and resulting fee.

- The City has requested assistance with grant reimbursement and prevailing wage compliance.
- The City has requested traffic signal inspection on a milestone basis, and coordination with existing City inspection staff to determine the best dates for milestone site visits.
- The City received TDA grant funding for bike lane striping and curb ramps included in the original design. W-Trans has spoken with the Grant administrator who said the reimbursement can be based on a bid items or an overall percent complete basis.

Scope of Services

1. Update project specifications to include new front end specification patterned after work done in City of Windsor, to add prevailing wage requirements, and to update pay items to facilitate grant reimbursement. Coordinate with Healdsburg Blue for distribution of bid sets.
2. Provide typical design services during construction, including review of Materials Submittals, responses to Requests for Information, review of Change Order requests, and prepare traffic signal timing sheets.
3. Provide a traffic signal inspector, via DC Electric, to perform milestone inspections at the following key stages of construction:
 - Pole layout
 - Pole foundation forms before concrete
 - Wire termination and flashout
 - Punch list
 - Verification of punch list

The proposal assumes the City Public Works inspector will provide daily site observations and coordinate with the contractor.

4. Grant reimbursement, including verification of certified payroll for prevailing wage payments, and preparation and submittal of progress payment requests

Exclusions: The scope of services includes only those items that are specifically identified above. Any additional services needed, such as full time inspection, preparing traffic signal coordination plans, programming timing values into controller units, negotiating Change Orders, could be provided on a time and materials basis after receiving written authorization.

Schedule and Budget

Tasks will be scheduled to match the contractor schedule.

Our services will be conducted on a time and materials basis for a fee of \$28,110 at the rates indicated on the enclosed sheet. Monthly invoices will be provided electronically unless a hard copy via mail is requested.

Please provide an amended or new purchase order if you wish to initiate this work. This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for giving us the opportunity to propose on these services.

Sincerely,



Steve Fitzsimons, PE
Principal

SMF/smf/CLO079-2.P1

Enclosures: Fee Estimate and 2019 Fee Schedule

Cloverdale/Treadway Construction Services
W-Trans Fee Estimate

Task	HOURS BY STAFF MEMBER				Total Hours
	Steve Fitzsimons	Assistant 3	Admin 2	Misc	
1. Update Project Specifications	18	2	15	\$0	36
2. Design Services during construction	14	17	0	\$0	31
3. Milestone Inspection	6	4	1	\$8,255	11
4. Grant Reimbursement requests	13	22	7	\$0	42
Project Management	7	0	0	\$6	7
	58	45	23	\$8,260	127

Task	FEE AT HOURLY RATES INDICATED				TOTAL
	\$210	\$115	\$100	LS	
1. Update Project Specifications	\$3,780	\$230	\$1,500	\$0	\$5,705
2. Design Services during construction	\$2,940	\$1,955	\$0	\$0	\$4,895
3. Milestone Inspection	\$1,260	\$460	\$100	\$8,255	\$10,075
4. Grant Reimbursement requests	\$2,730	\$2,530	\$700	\$0	\$5,960
Project Management	\$1,470	\$0	\$0	\$6	\$1,476
	\$12,180	\$5,175	\$2,300	\$8,260	\$28,110

These rates are valid for work initiated prior to December 31, 2019. Work initiated after January 1, 2020, and any subsequent year may be billed at the revised rates established for that year. Mileage charges will be based on the IRS Standard Mileage Rate (set at \$0.58 effective January 1, 2019; subject to change) plus 10 percent.

Misc fees include Don Caramagno of DC Electric at \$175 per hour plus 10 percent.



Fee Schedule

2019 Staff Billing Rates

Position	Billing Rate (per hour)
Senior Principal	\$245 – \$300
Principal	\$200 – \$245
Senior Engineer/Planner	\$175 – \$200
Engineer/Planner	\$140 – \$175
Associate Engineer/Planner	\$120 – \$140
Assistant Engineer/Planner	\$105 – \$120
Technician/Administrative	\$85 – \$100
Intern	\$30 – \$80
Field Technician	\$20 – \$40

2019 Expense Charges

Item	Charge
Mileage	\$0.64/mile*
Services and Expenses	10% surcharge

These rates are valid for work initiated prior to December 31, 2019. Work initiated after January 1, 2020, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.58 effective January 1, 2019) plus 10 percent.

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS PROJECTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. By signing this Agreement, Consultant agrees that Consultant is aware of the provision of California Labor Code section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that Consultant will comply with such provisions before commencing performance of the Services.
- C. The Consultant and its sub consultants shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. The services of the Consultant shall be done on or in the execution of a "public works" project as defined by Law. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the City and shall be made available on request. The Consultant and sub consultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services. The Consultant shall be responsible for the compliance of its subcontractors.