



CITY COUNCIL REPORT

DATE: JULY 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, CAPITAL IMPROVEMENT AND ENVIRONMENTAL
PROGRAM MANAGER

**SUBJECT: APPROVE A SECOND AMENDMENT TO THE CONSULTING
SERVICES AGREEMENT WITH QUINCY ENGINEERING, INC. FOR
PRELIMINARY ENGINEERING SERVICES TO ADVANCE THE
REPLACEMENT OF THE SAN PABLO AVENUE BRIDGE OVER
BURLINGTON NORTHER SANTA FE RAILROAD (CIP PROJECT
#RO1710)**

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) approving a second amendment to the Consulting Services Agreement with Quincy Engineering Inc. dated May 26, 2020 (the "Agreement") to increase the total amount paid for services by \$83,400 in an amount not to exceed \$1,011,100 and authorizing the City Manager to execute the second amendment to the Agreement, in a form approved by the City Attorney.

BACKGROUND

The replacement of the San Pablo Avenue bridge over Burlington Northern Santa Fe (BNSF) railroad is an approved project in the current adopted Capital Improvement Plan (CIP Project # RO1710, the "Project"). The San Pablo Avenue bridge crosses over the BNSF railroad track, approximately 900 feet northeast of the intersection of San Pablo Avenue and Pinole Valley Road and serves as the area's direct route between the cities of Pinole and Hercules, without using the freeway.

The existing bridge was constructed in 1938 and does not meet American Association of State Highway and Transportation Officials (AASHTO) design standards for current and projected future average daily traffic (ADT). Every two years, the bridge is thoroughly inspected by the State of California Department of Transportation (Caltrans) and rated on 140 elements and assigned a Sufficiency Rating (SR) score between 0 to 100. The SR is an overall measure of the bridge condition and sufficiency to remain in service life and used as a criterion to determine eligibility for federal funds and prioritization. The latest 2020 Caltrans Structure Maintenance and Investigation Report indicates that the bridge has a SR of 33.5 and has a status of "Structurally Deficient." The condition and age of the bridge warrant replacement and made the structure eligible for Federal Highway

Administration (FHWA) Highway Bridge Program (HBP) replacement funding. The purpose of the Project is to provide a safe, modern bridge and roadway that enhances and supports multi-modal transportation.

On February 18, 2020, City Council adopted Resolution 2020-07 to authorize the City Manager to negotiate and execute an agreement with Quincy Engineering in an amount not to exceed \$877,900 to initiate preliminary design and environmental process through the preparation of alternatives analysis and bridge type selection, preliminary coordination with BNSF railroad, preparation of a project report, utility coordination, and environmental technical studies to support completion of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents.

The Project was introduced to the West Contra Costa Transportation Advisory Committee (WCCTAC) in September 2020, and later presented to both the City Councils of Pinole and Hercules. The presentations covered the purpose and need of the Project, an introduction to the Project development process, an overview of Project considerations and challenges, and Highway Bridge Program funding constraints.

On July 6, 2021, City Council adopted Resolution 2021-54 to authorize the City Manager to execute an amendment to the Consulting Services Agreement with Quincy Engineering Inc., for an additional \$49,800 to complete additional traffic analysis, a wetlands delineation report, and payment for BNSF environmental fees, which were all not included in Quincy Engineering Inc.'s original scope of work.

City staff routinely coordinates with the City of Hercules staff to share Project information. In February 2021, City staff attended a meeting hosted by a Hercules homeowner's association (Hercules by the Bay) to discuss the Project and address community questions and concerns. In November 2021, a website (www.pinolespabridge.com) was launched to provide Project information and provide access to recorded meetings.

On December 8, 2021, a virtual public workshop was held to present design alternatives and answer questions for members of the public. Postcard invitations were mailed to all Pinole residents and Hercules residents who live near the Project. The City of Hercules also conducted outreach to invite residents to the workshop. The workshop was broadcast on Pinole Community Television (PCTV), and a recording is available for viewing on the Project website.

On March 1, 2022, the Pinole City Council reviewed two design alternatives for the Project and accepted Alternative 1 as the preferred design alternative and authorized conducting additional studies to proceed with preparation and environmental documents. In addition, City Council also authorized staff to draft a Memorandum of Understanding with the City of Hercules regarding Project development and construction coordination, which would need to be approved by the City Council prior to execution.

Alternative 1 involves demolition of the existing four-lane bridge and construction of a new bridge in the same location. A temporary two-lane detour route with temporary bridge

would be constructed northwest of the existing bridge to detour traffic around the Project site during the approximate 18-month construction period.

On June 30, 2022, City staff hosted a virtual meeting to provide an update on the Project to the Hercules by the Bay homeowners association and to answer questions and address concerns.

REVIEW & ANALYSIS

Quincy Engineering Inc. has prepared materials and presented to stakeholders about potential bridge alignments and design options, overall process, Project updates, and provided responses to community concerns at the following public meetings:

1. West Contra Costa Transportation Authority – 09/20/2020
2. City of Pinole City Council – 01/19/2021
3. City of Hercules City Council – 01/26/2021
4. Community Meeting – 12/08/2021
5. City of Pinole City Council – 03/01/2022
6. Hercules by the Bay Homeowners Association – 06/30/2022

These meetings were not in Quincy Engineering Inc.'s original scope of work. Quincy Engineering Inc.'s original scope of work included one public meeting which is a CEQA hearing. To advance the Project, staff anticipates that Quincy Engineering Inc. will need to participate in 3 additional stakeholder meetings with both City Councils of Pinole and Hercules, and another community meeting. Quincy Engineering Inc. has determined the estimated cost of 9 public meetings is \$83,400, to be billed on a time and materials basis. Additional details on scope of work and costs are provided in Attachment B.

FISCAL IMPACT

Staff recommends approval of a second amendment to the Agreement to increase the total amount paid for services rendered by Quincy Engineering Inc. by \$83,400 to a total amount of not to exceed \$1,011,100.

Staff does not expect there to be any new fiscal impact to the Project budget as the proposed amendment for \$83,400 has already been incorporated into the FY 2022/23 Capital Budget.

ATTACHMENT(S)

- A. Resolution
- B. Additional Scope of Work and Cost
- C. Amendment

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH QUINCY ENGINEERING INC. DATED MAY 26, 2020 (THE “AGREEMENT”) TO INCREASE THE TOTAL AMOUNT PAID FOR SERVICES BY \$83,400 IN AN AMOUNT NOT TO EXCEED \$1,011,100 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT, IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS, the City of Pinole (“City”) adopted a Capital Improvement Plan that includes the replacement of the San Pablo Avenue bridge over Burlington Northern Santa Fe (BNSF) railroad (CIP Project # RO1710, the “Project”); and

WHEREAS, on February 18, 2020, City Council adopted Resolution 2020-07 to authorize the City Manager to negotiate and execute an agreement with Quincy Engineering in an amount not to exceed \$877,900 to initiate preliminary design and environmental process through the preparation of alternatives analysis and bridge type selection, preliminary coordination with BNSF railroad, preparation of a project report, utility coordination, and environmental technical studies to support completion of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents; and

WHEREAS, on July 6, 2021, City Council adopted Resolution 2021-54 to authorize the City Manager to execute an amendment to the Consulting Services Agreement with Quincy Engineering Inc., for an additional \$49,800 to complete additional traffic analysis, a wetlands delineation report, and payment for BNSF environmental fees; and

WHEREAS, Quincy Engineering Inc. has prepared and presented Project information to stakeholders at various public meetings; and

WHEREAS, with the exception of a California Environmental Quality Act (CEQA) hearing, public meetings were not in Quincy Engineering’s original scope of work; and

WHEREAS, to advance the Project, staff anticipates that Quincy Engineering Inc. will need to participate in additional public meetings.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby approve a second amendment to the Consulting Services Agreement with Quincy Engineering Inc. dated May 26, 2020 (the “Agreement”) to increase the total amount paid for services by \$83,400 in an amount not to exceed \$1,011,100 and authorize the City Manager to execute the second amendment to the Agreement, in a form approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th of July by the following vote, to-wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 19th day of July 2022.

Heather Bell, CMC
City Clerk



Amendment 2 Scope

TASK 5: PUBLIC OUTREACH

Quincy Engineering will coordinate and conduct a series of public meetings in collaboration with the City of Pinole. These activities may include leading public workshops, attending City Council/commission meetings and other project-specific meetings. The purpose of these meetings will be to introduce and provide details to project stakeholders within the community.

Task 5.1 – Public Meetings

Quincy will participate in nine (9) public meetings/workshops for the community to participate, learn, and provide feedback about the project as requested by the City of Pinole. The nine public meetings may include:

- One (1) West Contra Costa Transportation Advisory Committee Presentation
- Two (2) City of Pinole City Council Presentation
- Two (2) City of Hercules City Council Presentation
- One (1) Project specific Community Meeting
- One (1) Project specific Hercules by the Bay Meeting
- Two (2) additional community meetings/presentations as requested

Quincy will work with the City to identify the public meetings needed to provide information to community stakeholders. Once the purpose and need for the public meetings have been determined, Quincy will develop the materials needed to conduct the presentations as required. The presentations will be reviewed and approved by City staff in advance of the meetings. Presentations inform stakeholders and the community about potential bridge alignments and design options, overall process, project updates, and solicit any new issues or concerns local residents might have with the projects (e.g., aesthetics, noise, etc.). Additional outreach with the public will occur as part of the public meetings that will be conducted during the environmental review process as required for NEPA and CEQA approvals.

Task 5 Deliverables

- ✓ *Lead the preparation and City review of nine (9) public meetings*
- ✓ *Attend and/or facilitate as requested nine (9) public meetings (additional meetings may be required as needed)*
- ✓ *Create materials for all public meetings, including but not limited to presentation slides, flyers/handouts, agendas, comment cards*

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Consultant **Quincy Engineering, Inc.**
 Project Name San Pablo Avenue Bridge Replacement Project
 Project No. _____ Contract No. _____ Date 7/7/2022

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Engineer	Lemon, Robert	RBL	\$75-\$130	0	\$ 113.00	\$ -
Principal Engineer *	Jurens, Jason	JPJ	\$75-\$130	120	\$ 100.00	\$ 12,000.00
Project Manager I	Johnson, Michele	MOJ	\$50-\$110	24	\$ 96.54	\$ 2,316.96
Senior Engineer	McCauley, Scott	SAM	\$50-\$120	32	\$ 82.95	\$ 2,654.40
Senior Engineer	Vaggione, Matthew	MMV	\$50-\$120	32	\$ 75.73	\$ 2,423.36
Associate Engineer	Mitchell, Andrew	AKM	\$40-\$85	40	\$ 69.92	\$ 2,796.80
Engineering Designer I	Truchement, Thomas	TLT	\$30-\$50	80	\$ 41.59	\$ 3,326.88
Engineering Designer IX	Poglase, Craig	DCP	\$50-\$90	40	\$ 64.25	\$ 2,570.00
				368		\$ 28,088.40

LABOR COSTS

a) Subtotal Direct Labor Costs \$28,088.40
 b) Estimated Salary Increases for Multi-Year Project \$0.00 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$28,088.40

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%):
 f) Overhead (Rate: 130.79%):
 h) General Administration (Rate: 0.0%):
 e) Total Fringe Benefits [(c) x (d)] \$10,954.48
 g) Overhead [(c) x (f)] \$36,736.82
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$47,691.29

FIXED FEE

k) Fixed Fee (10.0%):
 l) **TOTAL FIXED FEE** [(c) + (j)] x (k) \$7,577.97

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	miles @	\$0.625	\$0.00
Pier Diem/ Hotel	days @	\$150.00	\$0.00
Delivery	1 @	\$42.34	\$42.34
Vendor Reproduction			
	Vellum @		\$0.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	Subtotal Vendor Reproduction		<u>\$0.00</u>
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			<u>\$0.00</u>

m) **TOTAL OTHER DIRECT COSTS** \$42.34 \$42.34

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

0 \$0.00
\$0.00 \$0.00

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **\$83,400.00**

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 3

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**Consultant Quincy Engineering, Inc.Contract No. 0Date 7/7/2022**San Pablo Avenue Bridge Replacement Project****1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 28,088.40	368	=	\$76.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation =		5.0%		
	Avg Hourly Rate		Proposed Escalation	
Year 1	\$76.33	+	2.5%	= \$78.24 Year 1 Avg Hourly Rate
Year 2	\$78.24	+	5.0%	= \$82.15 Year 2 Avg Hourly Rate
Year 3	\$82.15	+	5.0%	= \$86.26 Year 3 Avg Hourly Rate
Year 4	\$86.26	+	5.0%	= \$90.57 Year 4 Avg Hourly Rate
Year 5	\$90.57	+	5.0%	= \$95.10 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	368.0	=	368.0	Estimated Hours Year 1
Year 2	0.00%	*	368.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	368.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	368.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	368.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	368.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$76.33	*	368	=	\$28,088.40	Estimated Hours Year 1
Year 2	\$78.24	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$82.15	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$86.26	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$90.57	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$28,088.40	
Direct Labor Subtotal before Escalation				=	\$28,088.40	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

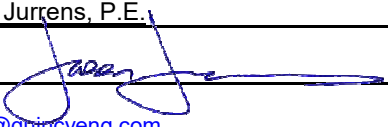
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurgens, P.E. Title *: Regional Manager
Signature:  Date of Certification (mm/dd/yyyy): 07/01/2022
Email: jasonj@quincyeng.com Phone Number: 916.368.9181
Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Public Outreach supporting Bridge Replacement

Cost Proposal

	Project Name: San Pablo Avenue Bridge Replacement Project										Quincy Total Hours							
	TASKS	Principal Engineer	Principal Engineer	Project Manager I	Senior Engineer	Senior Engineer	Associate Engineer	Engineering Designer I	Engineering Designer IX	0		Quincy Total Labor Dollars	Quincy Labor	Quincy Profit	Quincy NLF Budget			Subconsultant Subtotal
		RBL	JPJ	MOJ	SAM	MMV	AKM	TLT	DCP	blank		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier			
No.	Initial Hourly Rate	\$113.00	\$100.00	\$96.54	\$82.95	\$75.73	\$69.92	\$41.59	\$64.25	\$0.00								
Bridge Replacement													2.6979	10%	2.9677			
											0	\$0	\$0	\$0.00	\$0			\$0
5	PUBLIC OUTREACH										0	\$0	\$0	\$0.00	\$0			\$0
5.1	Public Meetings		120	24	32	32	40	80	40		368	\$28,088	\$75,780	\$7,577.97	\$83,358			\$0
											0	\$0	\$0	\$0.00	\$0			\$0
											0	\$0	\$0	\$0.00	\$0			\$0
											0	\$0	\$0	\$0.00	\$0			\$0
												\$0						\$0
	Subtotal- Hours	0	120	24	32	32	40	80	40	0	368	\$28,088.40	\$75,779.69	\$7,577.97	\$83,357.66			0
	Estimated Salary Increases for Multi-Year Project											\$0.00	\$0.00	\$0.00	\$0.00			
	Other Direct Costs														\$42.34			0
	Total Cost	\$0	\$12,000	\$2,317	\$2,654	\$2,423	\$2,797	\$3,327	\$2,570	\$0	\$28,088	\$28,088	\$75,780	\$7,578	\$83,400	\$0	\$0	\$0



**AMENDMENT NO. 2 TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND QUINCY ENGINEERING, INC.**

This Amendment No. 2 (the "Second Amendment") to the Consulting Services Agreement dated May 26, 2020 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation ("City") and Quincy Engineering, Inc. ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below. This Second Amendment is entered into in light of the following recited facts (each a "Recital").

RECITALS

- A. The Parties entered into the Consulting Services Agreement dated May 26, 2020 (the "Agreement") for preliminary design services to advance the replacement of the San Pablo Avenue bridge over Burlington Northern Santa Fe (BNSF) railroad project to the construction phase in an amount not to exceed \$877,900.
- B. On July 6, 2021, the City Council adopted Resolution 2021-54 to authorize the City Manager to execute an amendment to the Consulting Services Agreement with Quincy Engineering Inc., for an additional \$49,800 to complete additional traffic analysis, a wetlands delineation report, and payment for BNSF environmental fees, which were all not included in Quincy Engineering Inc.'s original scope of work.
- C. The Parties desire to amend the Agreement and enter into the Second Amendment to increase the compensation by \$83,400 for completion of additional scope of work as set forth in Exhibit A-2.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

TERMS

- 1. **SCOPE OF WORK**. The Scope of Work set forth in Exhibit "A" of the Agreement is hereby amended to include Exhibit "A-2", attached to this Second Amendment and incorporated into the Amendment by this reference.
- 2. **COMPENSATION**. Section 2 of the Agreement is hereby amended to increase the total amount paid for services rendered by the Consultant pursuant to this Agreement by \$83,400 to a total amount of not to exceed \$1,011,100. The Compensation Schedule and Hourly Fees set forth in Exhibit "B" of the

ATTACHMENT C

Agreement is hereby amended to include Exhibit "B-2", attached to this Second Amendment and incorporated into the Amendment by reference.

3. REIMBURSABLE EXPENSES. Section 2.6 of the Agreement is hereby amended to increase the total amount of allowed reimbursable expenses by \$42.34 to a total amount of \$388,866.34.
4. CONTINUING EFFECT OF AGREEMENT. Except as amended by this Second Amendment all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever reference to the "Agreement" appears in the Agreement, it shall mean Agreement as amended by this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date executed below.

City of Pinole

Consultant: Quincy Engineering, Inc.

Andrew Murray, City Manager

Jason Jurrens, Regional Manager

Dated: _____

Dated: _____

Approved as to Form

Eric S. Casher, City Attorney

Dated: _____

Attest:

Heather Bell, City Clerk

Dated: _____