

CITY OF YUBA CITY
STAFF REPORT

Date: December 17, 2019
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presented by: Benjamin Moody, Interim Assistant Public Works Director

Summary

Subject: Cellular Water Meter Replacement Project

Recommendation:

- A. Adopt a Resolution approving the plans and specifications for the Cellular Water Meter Replacement Project and authorizing advertisement for bids on the project.
- B. Adopt a Resolution authorizing the use of specialized equipment from Badger Meter, Inc. with the finding that it is in the best interest of the City.
- C. Authorize the City Manager to amend the Professional Services Agreement with Coastland Civil Engineering of Auburn, CA, subject to approval as to form by the City Attorney, in the amount of \$97,000 for a total contract amount of \$122,000 to provide additional pre-construction data analysis/integration and engineering services during construction for the Cellular Water Meter Replacement Project, with the finding that it is in the best interest of the City.

Fiscal Impact: \$97,000 – Account No. 1094 (Replace Water Service or Water Meter).

Purpose:

Approve and authorize the bid of the Cellular Water Meter Replacement Project.

Background:

The State Water Resources Control Board provides grant funding to local public agencies for water and wastewater infrastructure projects, including projects to conserve water and energy. On January 17, 2017, City Council authorized the Public Works Director to file a Financial Assistance Application with the State for the State Revolving Fund program to fund the Cellular Water Meter Replacement Project. The project proposes to replace all of the City's radio-read meters with cellular-read meters and components. The project aims to provide a higher level of service for our customers, while reducing costs associated with labor and equipment required to read the meters. Cellular-read meters provide faster, and more accurate information about water usage, leaks, and potential maintenance issues by providing real-time data. Customers may access their data through a website and smartphone/tablet application. Additionally, the City's Finance Department can quickly download the information for billing and maintenance purposes.

On April 10, 2018, City Council approved the Construction Installment Sale Agreement. The City entered into the agreement with the State Water Resources Control Board and on April 18, 2018. The funding agreement is for \$8 million, which includes \$4 million in principal forgiveness. The City

will be responsible to repay the remaining \$4 million through a low interest state loan at 1.8% interest for a 10-year period.

The Water Meter Replacement Project includes the replacement of approximately 17,400 radio-read transmitters with new cellular-read transmitters (endpoints), 17,400 meter registers (encoders), and 5,000 meter bodies (bare meters).

Analysis:

Project Plans and Specifications:

The plans, specifications, and cost estimate for the Water Meter Replacement Project are complete. With Council's approval of the plans and specifications and authorization to bid, staff anticipates the following schedule to complete the project:

Advertise for Bid:	December 2019
Bid Date:	January 2019
Award Contract:	February 2019
State Bid Package Approval:	Late Winter 2019
Start of Construction:	Spring 2020
Completion:	Fall 2020

The plans and specifications for the project are on file in the Public Works Department at City Hall and at www.yubacity.net/publicworksplans for review.

Sole Source of Pre-selected Equipment:

To maintain a meter inventory that is uniquely compatible with the City's existing water billing, maintenance, customer interface software, and water distribution requirements, staff recommends the continued use of specialized equipment and products by Badger Meter, Inc. By continuing the use of Badger Meter products, the City will be able to maintain a consistent meter inventory that allows for efficient maintenance and integration into the City's established water billing system and water distribution requirements without additional modifications and costs. Badger Meter, Inc. is the sole authorized distributor of Badger meters and meter-reading devices in the State of California, offers a 10-year warranty on Badger meter products, and maintains an efficient delivery rate of 4-6 weeks.

Equipment from Badger Meter, Inc will also include data security, BEACON analytical software and training, maintenance equipment, and training at time of project award to City maintenance staff. Staff will return to Council with detailed equipment quantities, cost, and fiscal impact for further Council consideration and approval.

Amendment of Professional Services Agreement:

Public Works entered into an agreement with Coastland Civil Engineering, Inc. on April 17, 2019 to provide project development and design on a time and material basis not to exceed \$25,000. With the project ready to move forward, staff seeks approval to amend Coastland's contract to include additional work during the pre-construction and construction phases.

Coastland will subcontract with Utility Metering Solutions (UMS) to provide customer information system data integrity, data gap analysis, and mass meter change-out integration testing set-up during the pre-construction phase. Additionally, Coastland will provide project management support and engineering services during construction.

Based on Coastland's ongoing involvement and experience in similar meter replacement projects, and UMS's expertise in Data Analytics, staff recommends an amendment to the original agreement

with Coastland Civil Engineering, Inc. of Auburn, CA to best meet project objectives. Coastland's contract amendment is attached as Attachment 3.

Fiscal Impact:

Coastland's contract amendment, including UMS services, increases Coastland's original contract in the amount of \$97,000 for a total of amount of \$122,000 that will be funded through CIP Account No. 1094 (Replace Water Service Meter).

Staff will return to Council at time of award with a detailed evaluation of the project bid results and a total fiscal impact, including construction estimates and equipment prices for further Council consideration and approval.

Alternatives:

1. Direct staff to modify the scope of work or utilize alternate funding sources.
2. Direct staff to conduct an open non-specific equipment bid.

Modifying the scope of work or funding may require additional analysis, or changes to the City's processes, and have potential impacts on grant funding.

Recommendation:

- A. Adopt a resolution approving the plans and specifications for the Cellular Water Meter Replacement Project and authorizing advertisement for bids on the project.
- B. Adopt a resolution authorizing the use of specialized equipment from Badger Meter, Inc. with the finding that it is in the best interest of the City.
- C. Authorize the City Manager to amend the Professional Services Agreement with Coastland Civil Engineering of Auburn, CA, subject to approval as to form by the City Attorney, in the amount of \$97,000 for a total contract amount of \$122,000 to provide additional pre-construction data analysis/integration and engineering services during construction for the Cellular Water Meter Replacement Project, with the finding that it is in the best interest of the City.

Attachments:

1. Resolution – Approval of Plans and Specifications
2. Resolution – Equipment Sole Source
 - a. Attachment 2A – Badger Meter, Inc. Sole Source Letter
3. Amendment No. 1 to the Professional Services Agreement
 - a. Exhibit 3A – Coastland Amended Scope of Services
 - b. Exhibit 3B – Coastland Prime Contract

Prepared by:

[/s/ Nick Menezes](#)

Nick Menezes
Assistant Engineer

Submitted by:

[/s/ Michael Rock](#)

Michael Rock
City Manager

Reviewed by:

Department Head

[DL](#)

Finance

[RB](#)

City Attorney

[SLC by email](#)

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE PLANS AND SPECIFICATIONS FOR THE CELLULAR WATER METER
REPLACEMENT PROJECT (PROJECT NO. 18-14) AND AUTHORIZING ADVERTISEMENT
FOR BIDS ON THE PROJECT**

WHEREAS, Public Works Department intends to solicit bids for construction of the Cellular Water Meter Replacement Project (Project No. 18-14); and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Yuba City that the plans and specifications for the Cellular Water Meter Replacement Project be approved; and,

BE IT FURTHER RESOLVED AND ORDERED by the City Council of the City of Yuba City that the Public Works Director is authorized to make any necessary adjustment to the Project Plans and Specifications; and,

BE IT FURTHER RESOLVED AND ORDERED by the City Council of the City of Yuba City that the Public Works Department is hereby authorized and directed to advertise for bids for the Cellular Water Meter Replacement Project (Project No. 18-14);

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of December 2019.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin
Aleshire & Wynder, LLP
Aleshire & Wynder, LLP

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE USE OF BADGER CELLULAR METER EQUIPMENT FROM BADGER
METER, INC. FOR THE CELLULAR WATER METER REPLACEMENT PROJECT (PROJECT
NO. 18-14)**

WHEREAS, the City's current water meter system is aging, which has required the replacement of various metering systems with upgraded systems designed to meet current standards, including the ability to utilize cellular technology; and

WHEREAS, as a result of these routine maintenance activities, the City has replaced approximately 1,200 failed meter assemblies, endpoints, and encoders to date with new cellular-read Badger Meter products; and

WHEREAS, only Badger Orion Cellular LTE Endpoints and HR-E LCD Encoders would work with the software the City is currently using for the portion of the City's system that has been upgraded, including for its billing system, and maintaining a consistent inventory of equipment and supplies allows for efficient and streamlined maintenance and consistency in design specifications and water flow requirements; and

WHEREAS, it would not be financially or practically feasible to change out over 1,200 existing Badger meter assemblies, endpoints, and encoders, and to transfer to an entirely different software operating system, to be able to use a cellular water meter system other Badger Meter products; and

WHEREAS, Public Works Department intends to install Orion Cellular LTE Endpoints w/Nicor Connectors, Badger HR-E LCD Encoders, and Badger Bronze Meter Bodies during the Cellular Water Meter Replacement Project; and,

WHEREAS, Public Works Department intends to solicit bids for construction of the Cellular Water Meter Replacement Project (Project No. 18-14), including the installation by the contractor of the Badger water meter assemblies, endpoints, and encoders to be purchased by the City; and,

WHEREAS, Badger Meter, Inc. is the sole supplier in the region of Badger meters, Orion Cellular LTE Endpoints, and HR-E LCD Encoders; and,

WHEREAS, the City has met the requirements to sole source the equipment pursuant to Public Contract Code section 3400(c) and City Purchasing Policies section 8-8.4.2; and

WHEREAS, the City Council now desires authorizing the use of Badger cellular meter equipment from Badger Meter, Inc., for the Cellular Water Meter Replacement Project (Project No. 18-14).

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council finds that the use of specialized equipment from Badger Meter, Inc. is appropriate on grounds including that Badger Meter, Inc., is the sole authorized distributor of Badger meters and meter reading devices for the State of California, that only Badger meters

and meter reading devices are reasonably able to match and integrate into the City's existing system and software, etc., that it would not be financially or practically feasible to change the existing software (or replace the existing Badger equipment that have already been installed and is currently in use or in inventory) in order to convert to a different operating system. As such, the City Council finds that it is in the best interest of the City to use specialized equipment from Badger Meter, Inc. for the Cellular Water Meter Replacement Project (Project No. 18-14).

3. The City Council of the City of Yuba City hereby authorizes the use of Badger Meter equipment for the Cellular Water Meter Replacement Project (Project No. 18-14) for the Cellular Water Meter Replacement Project.
4. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of December 2019.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin
Aleshire & Wynder, LLP

Attachment(s):

- A. Badger Meter, Inc. Sole Source Letter



4545 W Brown Deer Road

PO Box 245036

Milwaukee, Wisconsin 53224-9536

414-355-0400 | 800-876-3837

June 11, 2019

Mr. Mandeep Chohan
The Town of Yuba City
302 Burns Dr
Yuba City, CA 95991

RE: Sole Source Letter

Dear Mr. Chohan:

This correspondence confirms that Badger Meter, Inc. DBA National Meter & Automation (National Meter) is the sole authorized distributor of Badger meters and meter reading devices for the State of California.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 720-531-8678 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in black ink, appearing to read 'CD Dury', written over a circular stamp or mark.

Charla D. Dury
Assistant Secretary

ATTACHMENT 3

Public Works



AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES COASTLAND CIVIL ENGINEERING, INC.

Coastland Civil Engineering, Inc.
11865 Edgewood Road
Auburn, CA 95603

SUBJECT: Amendment to Scope of Services for Cellular Water Meter Replacement Project

This Amendment to the Agreement for Professional Services dated April 17, 2019 ("First Amendment") is made and entered into as of the 5th day of November 2019 by and between the City of Yuba City ("City") and Coastland Engineering, Inc. ("Consultant").

Recitals

Whereas, by Professional Services Agreement dated April 17, 2019 ("Prime Agreement"), City entered into an agreement with Consultant for professional engineering and project development services for the City's Cellular Water Meter Replacement Project in the amount of \$25,000.

Whereas, the Parties desire to amend the Prime Agreement to provide for additional tasks, and updated scope of service, revised compensation, schedule of performance and other items related to the Consultant providing construction management services for the Cellular Water Meter Replacement Project.

Agreement

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as set forth herein. (Additions to the original text of the Prime Agreement are noted with a double underline, and deletions are noted with a ~~strike through~~.)

1. The following paragraph 1 of the Prime Agreement is amended to read in its entirety as follows:

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

See Attached Scope of Services
(Amended Exhibit A)

Amended Exhibit A, which is attached hereto and incorporated herein by reference, supersedes and replaces the original Exhibit A in its entirety.

2. The following paragraph 2 of the Prime Agreement is amended to read in its entirety as follows:

2. Time of Performance. The services of Consultant are to ~~commence upon execution of this Agreement~~ be completed consistent with the revised project schedule attached to Amended Exhibit A, and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.

Public Works



3. The following paragraph 3 of the Prime Agreement is amended to read in its entirety as follows:

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Amended Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed ~~twenty five thousand dollars (\$25,000)~~ one hundred and twenty two thousand dollars (\$122,000) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Exhibit "A" of the Prime Agreement is superseded and replaced in its entirety by Amended Exhibit A, which is attached hereto, incorporated by reference, and attached as Exhibit "A" to this First Amendment.

5. A copy of the Prime Agreement is attached hereto as Exhibit "B" and, except as otherwise amended by this First Amendment, is incorporated as though set forth in full herein.

6. Except as amended in this First Amendment, the terms and conditions of the Prime Agreement shall remain the same and shall be in full force and effect. This First Amendment is not effective until approved and executed by the authorized City representative.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

CITY:

CITY OF YUBA CITY, a municipal corporation

Michael Rock, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Shannon Chaffin, City Attorney

CONSULTANT:

COASTLAND CIVIL ENGINEERING, INC.

Paul W. Wade, PE, Principal

Dan H. Schilling, PE, Associate Principal

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

Attachments:

- Exhibit A: Amended Exhibit A to Prime Agreement.
- Exhibit B: Prime Agreement.

Amended Exhibit A

Scope of Services

The Consultant shall perform the following tasks in the management and delivery of the Cellular Water Meter Replacement Project. Tasks will include:

Task 1 -Project Management: This task is underway and is intended to continue with the following services:

- Coordinate with and report to the City's Project Manager (on-going).
- Provide project management services as needed for project delivery (on-going).
- Assist City with bid solicitation process (upcoming)
- Manage sub-consultants

Task 2 – Development of Project Specifications: This task is underway as follows:

- Assist with negotiation of pricing and delivery/supply conditions for the automated water metering equipment (Complete).
- Assist with development of the project specifications (98% Complete).
- Coordination with the City to develop City wide mapping to be used as a basis for defining workflow management for contractor (95% Complete).
- Assist with development of the implementation procedures (in progress).

Task 3A – Customer Information System (CIS) Data Integrity /Data Gap Analysis: This task order amendment is intended to provide scope of work for the CIS Data Integrity and Data Gap Analysis and related services as follows:

- Coastland will subcontract with UMS Water to provide the following services:
 - o Conduct a gap analysis of the City's billing System and collaborate with the City to correct any data gaps.
 - o Provide recommendations for correcting data and provide an external file with corrected data.
 - o Engage with the City or their billing vendor to implement the data corrections and provide support throughout the process.

Task 3B – Mass Meter Change Out (MMCO) Integration Testing Set-Up: This task is intended to provide the MMCO Integration Testing Set-Up and related services as follows:

- Coastland will subcontract with UMS Water to:
 - o Coordinate with the City and its billing software provider to complete the setup of the MMCO integration interface for use with the contractor's work order management system.

Task 4 - Project Management and Engineering Services During Construction (ESDC): This is envisioned for authorization under subsequent task order amendment to provide a construction phase project management, technical data collection/integration support and related services as follows:

- Coordinate with and report to the City's Project Manager, Nick Menezes.
- Provide on-going project management services as needed for project delivery (on- going).

- Assist City with bid solicitation process, as needed.
- Manage sub-consultants.
- This task does not include Construction Management services

Task 5 - MMCO Integration Testing: This task order amendment is intended to provide scope of work for the MMCO Integration Testing and related services as follows:

- Coastland will subcontract with UMS Water to:
 - o Work with the CIS vendor and selected contractor to test the electronic mass meter exchange data files to ensure everything is formatted to the CIS/utility billing system specification and available to the City for processing within the CIS/utility billing system.

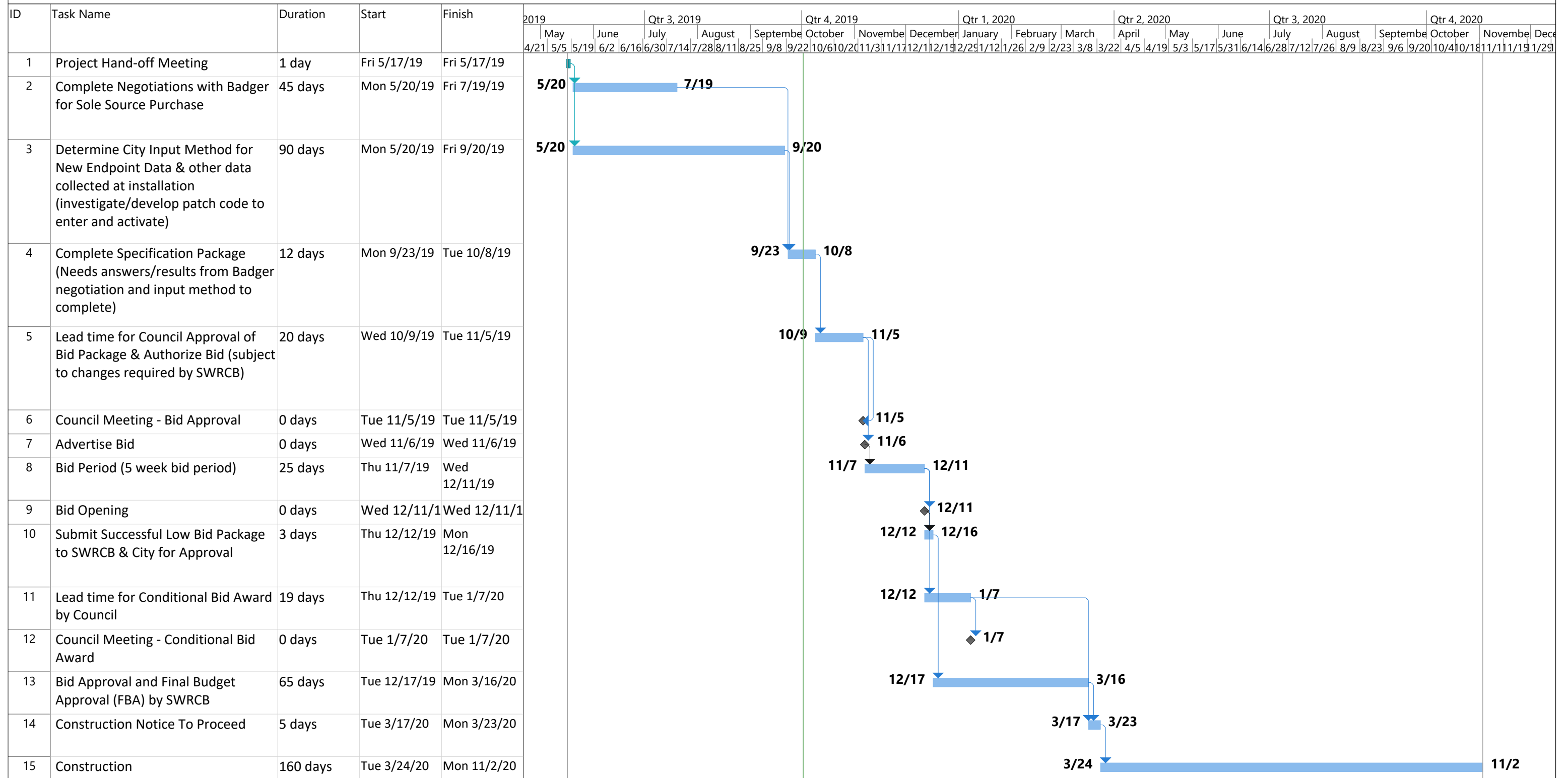
Tasks 1 and 2 are currently in progress and will be completed according to the revised project schedule.

Work under Task 3A will commence immediately upon receipt of the Notice to Proceed. The estimated duration of the CIS Data Integrity / Data Gap Analysis is approximately 60 working days and will be completed in conjunction with the completion of the bid package and finalized prior to bid opening.

Work under Task 3B will commence upon the completion of Task 3A. The estimated duration of the Mass Meter Change Out Integration Testing Set-Up is approximately 25 working days and will be completed prior to bid award.

Attachments:

1. Revised Project Timeline.
2. UMS Scope of Work.
3. Coastland Hourly Schedule.



Project: Cellular Water Meter Retrofit
Date: Wed 10/2/19
File: Cellular Meter Retrofit-SCHEDULE-20190917.m

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



SCOPE OF SERVICES AND PRICING

TASK 1

- A. CUSTOMER INFORMATION (CIS) DATA INTEGRITY / DATA GAP ANALYSIS** - UMS will conduct a data gap analysis of the utility’s billing system and collaborate with the client to achieve corrected data. UMS will provide the utility with recommendations for correcting data, and an external file with corrected data. UMS will also engage with the Client or their utility billing vendor director to implement the data corrections and provide support throughout the process

- B. MASS METER CHANGE OUT INTEGRATION SET-UP** - UMS will work with the client and or the client’s CIS/Utility Billing software provider to complete the setup the mass meter change out (MMCO) integration interface for use with the contractors work order management system.

TASK 2

- A. MASS METER CHANGE OUT INTEGRATION TESTING** - UMS will work with the CIS vendor and selected installation contractor to test the electronic mass meter exchange data files to ensure everything is formatted to the CIS/utility billing system specification and available for client for processing within the CIS/utility billing system.

This work will eliminate the need to manually update the old and new meter asset and billing information in the client’s CIS/utility billing system.

SERVICE OFFERING	OBJECTIVES	DELIVERABLES
BILLING VENDOR DATA INTEGRITY / DATA GAP ANALYSIS	<ul style="list-style-type: none"> Obtain CIS/utility billing system data Identify CIS/utility billing system missing data and gaps Perform data correction impact analysis Collaborate with utility billing vendor to establish import data requirements and procedure to update inaccurate CIS/utility billing system data 	<ul style="list-style-type: none"> Recommendations to correct CIS/utility billing system data Ability to outline proper scope of work that will be transferred to contractors work order management system electronically. Establish the proper interfaces required to electronically transfer new meter information back into the billing system.
MASS METER CHANGE OUT (MMCO) INTEGRATION	<ul style="list-style-type: none"> Obtain CIS / utility billing system meter and account data Analyze CIS / utility billing system data and identify gaps which could result in processing errors during mass meter change out Identify any additional (asset or account) 	<ul style="list-style-type: none"> UMS WOMS development of MMCO interface Mass-Meter Change Out Interface use case test cases and expected results

	<p>data that could be collected in the field and made available for CIS / utility billing system update</p> <ul style="list-style-type: none"> • Collaborate with client's CIS / utility billing software vendor to establish the detailed MMCO interface specifications • Identify and implement data mapping requirements • Develop MMCO use cases for testing validation • Complete WOMS-CIS MMCO integration testing with CIS vendor and client • Collaborate with CIS vendor and client to complete client training on MMCO processing steps 	
MASS METER CHANGE OUT (MMCO) TESTING	<ul style="list-style-type: none"> • Develop and test work order management system MMCO interface • Provide sample file to contractor to load in work order management • Troubleshoot and correct any data exceptions • Test Mass Meter Change Out files in the CIS/Utility Billing System • Establish data upload processes with client and contractor on frequency, delivery method, process, and route composition of MMCO file transfer 	<ul style="list-style-type: none"> • Validated Mass Meter Change Out data exported from the work order management system for processing in the CIS Utility Billing System (billing system meter management data updated)

TASK 1 A and 1B ASSUMPTIONS

- Client to provide CIS/utility billing meter and account and account information electronically (csv format preferred) , for all active and inactive meters
- Client to provide billing rate table and service codes
- Client to pay for any costs associated to CIS/utility billing vendor interface development, data import and export, or any other activities to support this service
- Client to provide complete set of CIS meter and account data electronically (csv or Excel format), for all active and inactive meters to be replaced
- If required, client to provide authorization to the CIS/utility billing software vendor to enable UMS to work on behalf of the client for the purpose of establishing a mass meter change out interface

TASK 2 ASSUMPTIONS

- Client to make recommended CIS meter and account data corrections that would impact MMCO processing
- Client to pay for all CIS/utility billing software vendor fees required to setup and test a mass meter change out interface in the client's production (and test if available) environment
- Client to participate in final testing and acceptance of the mass meter change out interface



COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2018 through June 30, 2019

PROFESSIONAL SERVICES

Principal Engineer	\$190-210/hour
Supervising Engineer	\$165-190/hour
Senior Engineer	\$150-170/hour
Associate Engineer	\$135-145/hour
Assistant Engineer	\$120-135/hour
Junior Engineer	\$110-125/hour
Principal Designer	\$140-150/hour
Engineering Assistant	\$110-140/hour
Senior Engineering Technician	\$130-150/hour
Engineering Technician	\$110-130/hour
Engineering Aide	\$90-105/hour
Resident Engineer	\$145-175/hour
Construction Manager	\$140-160/hour
Construction Inspector*	\$120-140/hour
Construction Administrator	\$80-90/hour
Building Plan Check Engineer/Architect	\$140-165/hour
Building Official and/or CASp	\$145-175/hour
Supervising Building Inspector	\$145-160/hour
Senior Building Inspector	\$125-140/hour
Building Inspector (I & II)	\$95-125/hour
Senior Plans Examiner	\$120-135/hour
Plans Examiner (I & II)	\$100-115/hour
Supervising Permit Technician	\$110-125/hour
Senior Permit Technician	\$95-105/hour
Permit Technician (I & II)	\$80-90/hour
CLERICAL	\$80-95/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.

	<p>data that could be collected in the field and made available for CIS / utility billing system update</p> <ul style="list-style-type: none"> • Collaborate with client's CIS / utility billing software vendor to establish the detailed MMCO interface specifications • Identify and implement data mapping requirements • Develop MMCO use cases for testing validation • Complete WOMS-CIS MMCO integration testing with CIS vendor and client • Collaborate with CIS vendor and client to complete client training on MMCO processing steps 	
MASS METER CHANGE OUT (MMCO) TESTING	<ul style="list-style-type: none"> • Develop and test work order management system MMCO interface • Provide sample file to contractor to load in work order management • Troubleshoot and correct any data exceptions • Test Mass Meter Change Out files in the CIS/Utility Billing System • Establish data upload processes with client and contractor on frequency, delivery method, process, and route composition of MMCO file transfer 	<ul style="list-style-type: none"> • Validated Mass Meter Change Out data exported from the work order management system for processing in the CIS Utility Billing System (billing system meter management data updated)

TASK 1 A and 1B ASSUMPTIONS

- Client to provide CIS/utility billing meter and account and account information electronically (csv format preferred) , for all active and inactive meters
- Client to provide billing rate table and service codes
- Client to pay for any costs associated to CIS/utility billing vendor interface development, data import and export, or any other activities to support this service
- Client to provide complete set of CIS meter and account data electronically (csv or Excel format), for all active and inactive meters to be replaced
- If required, client to provide authorization to the CIS/utility billing software vendor to enable UMS to work on behalf of the client for the purpose of establishing a mass meter change out interface

TASK 2 ASSUMPTIONS

- Client to make recommended CIS meter and account data corrections that would impact MMCO processing
- Client to pay for all CIS/utility billing software vendor fees required to setup and test a mass meter change out interface in the client's production (and test if available) environment
- Client to participate in final testing and acceptance of the mass meter change out interface

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of April 17, 2019, by and between the City of Yuba City, a municipal corporation ("City") and Coastland Civil Engineering, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Scope of Services
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed twenty-five thousand dollars (\$25,000) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When

payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, and employees from and against any and all losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part but only to the extent actually caused by the negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the negligence or willful misconduct of the City, its officers, agents, employees or volunteers or any third party. Indemnity shall only be as broad as allowed by law, per California Civil Code Section 2782.8.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City Ben Moody
Public Works Department
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-4783

If to Consultant: Dane Schilling
Auburn Supervising Engineer
Coastland Civil Engineering, Inc.
11641 Blocker Drive, Suite 170
Auburn, CA 95603
(530) 888-9929

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.


25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

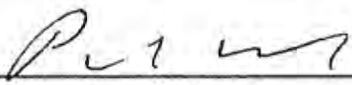
CONSULTANT:

By: 

By: 

Benjamin K. Moody
Interim Assistant Public Works Director

John Wanger
CEO

By: 

Paul Wade
CFO

Attachments: Exhibit A – Scope of Services
 Exhibit B – Insurance Requirements

EXHIBIT A

Exhibit A

Coastland Civil Engineering

Scope of Services

Contract B – Cellular Water Meter Replacement Project

Coastland Civil Engineering will provide Engineering Project management services on an as-needed basis to assist the City in the management and delivery of the City's Cellular Water Meter Replacement Project. Services will include:

1. Assistance with development of the project specifications
2. Assistance with development of implementation procedures
3. Provide on-going project management services as needed for project delivery

Contract amount: Services will be provided on a time and materials basis according to the following Coastland Rate Schedule included in this exhibit, not to exceed \$25,000.



COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2018 through June 30, 2019

PROFESSIONAL SERVICES

Principal Engineer	\$190-210/hour
Supervising Engineer	\$165-190/hour
Senior Engineer	\$150-170/hour
Associate Engineer	\$135-145/hour
Assistant Engineer	\$120-135/hour
Junior Engineer	\$110-125/hour
Principal Designer	\$140-150/hour
Engineering Assistant	\$110-140/hour
Senior Engineering Technician	\$130-150/hour
Engineering Technician	\$110-130/hour
Engineering Aide	\$90-105/hour
Resident Engineer	\$145-175/hour
Construction Manager	\$140-160/hour
Construction Inspector*	\$120-140/hour
Construction Administrator	\$80-90/hour
Building Plan Check Engineer/Architect	\$140-165/hour
Building Official and/or CASp	\$145-175/hour
Supervising Building Inspector	\$145-160/hour
Senior Building Inspector	\$125-140/hour
Building Inspector (I & II)	\$95-125/hour
Senior Plans Examiner	\$120-135/hour
Plans Examiner (I & II)	\$100-115/hour
Supervising Permit Technician	\$110-125/hour
Senior Permit Technician	\$95-105/hour
Permit Technician (I & II)	\$80-90/hour
CLERICAL	\$80-95/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.

EXHIBIT B

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less

than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

PROFESSIONAL / CONSULTANT SERVICES JUSTIFICATION

Contracts of \$50,000 or less per Purchasing Policy Sections 8-6.7.1 through 8-6.7.3

Date: April 22, 2019

Consultant Firm Name: Coastland Civil Engineering, Inc.

Services to be Provided: Engineering & Project Management Services – Cellular Water Meter Replacement Project

Contract Period: One Year

Why were 3 consultant firms not contacted?

Coastland specializes in providing staffing augmentation services and has provided these services to the City in the past.

PLEASE PROVIDE ALL NECESSARY INFORMATION:

What qualifications and demonstrated competencies does this firm possess that will meet the needs of the City?

Coastland has satisfactorily provided staff augmentation for the City in previous years on similar projects. The engineering firm provides staff with specialties matching the needs of the Department to complete the projects remaining due to the Engineering Division’s staffing vacancies.

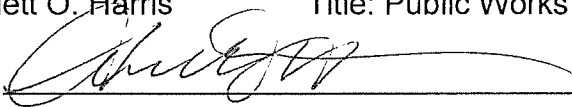
How does this firm demonstrate fair and reasonable cost?

Coastland’s rates are in line with industry standards.

Check one: This is a one time service with no multi-year renewal.
This is a multi-year contract with a review date of _____ .

I certify that all insurance requirements have been met and that a signed copy of the contract is or will be placed on file in the City Clerk’s office.

Printed Name: Scarlett O. Harris Title: Public Works Administrative Assistant

Preparer Signature: 

Department Head Signature: 