

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda date: September 20, 2021

Reviewed by: NA

Subject: Award of Contract No. C21-57: 2021 Sanitary Sewer Rehabilitation Project – Various Locations (CIP No. 32000)

Report By: Allison Carrillo, CIP Program Manager
Mark Hurley, Public Works Director/City Engineer

SUMMARY

The issue before the Council is to award Contract No. C21-57 for construction of the 2021 Sanitary Sewer Rehabilitation Project – Various Locations to the lowest responsible bidder, Glosage Engineering, Inc., in the not to exceed amount of \$2,249,789 and the associated Amendment to Contract No. C20-55 to Zoon Engineering in the not to exceed amount of \$381,600.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2021-93 authorizing the City Manager to:

1. Execute Contract No. C21-57 with Glosage Engineering, Inc. to construct the 2021 Sanitary Sewer Rehabilitation Project – Various Locations in a not-to-exceed amount of \$2,249,789 using funds previously appropriated as part of the City’s Annual Sanitary Sewer Rehabilitation Program (CIP No. 32000).
2. Execute Amendment No. 1 for Contract No. C20-55 with Zoon Engineering, Inc. to provide construction management support for the 2021 Sanitary Sewer Rehabilitation Project – Various Locations, in the not-to-exceed amount of \$381,600 from previously appropriated funds in CIP 32000 – Annual Sewer Rehabilitation.

BACKGROUND

The City owns and maintains approximately 34 miles of sewer main and 14 miles of lower laterals. Sewer mains that have not yet been replaced or rehabilitated are predominantly made of vitrified clay with cement mortar joints. Most clay pipes in Albany’s system are over 60 years old and are in a deteriorated condition. Root intrusion through the joints has caused fracturing and other pipe defects, which increase the risk of a major structural failure or blockage.

Older sewer systems also experience excessive amounts of wet weather sanitary flows

caused by the infiltration of stormwater and groundwater into the cracked sewer pipes and aging brick manholes which would otherwise be conveyed through the storm drain systems. This influx of water can overwhelm the treatment plants that clean wastewater, causing partially treated wastewater to be released into the San Francisco Bay.

In 2014, the City entered into a Consent Decree agreement with the US Environmental Protection Agency, et. al, which requires rehabilitation of at least 5,706 linear feet of sewer main per year. Under the terms of the agreement, Albany is expected to rehabilitate cumulatively 51,354 linear feet of sewer mains by June 30, 2022, and 5,706 linear feet per fiscal year thereafter until year 2030.

As of June 30, 2020, the City is in compliance with the Consent Decree rehabilitation requirements. The 2021 SSRP – Various Locations contract under consideration in this staff report is necessary to maintain continued compliance with the City’s rehabilitation requirements.

On July 19, 2021, the City Council authorized the City Manager to advertise the Notice Inviting Bids for the project. The Notice was twice advertised in the local newspaper, posted on the City website and distributed to several Bay Area builders’ exchanges. A non-mandatory bidders’ conference was held on August 26, 2021.

DISCUSSION

A total of eight (8) bids were received and opened on September 2, 2021. The bids are tabulated below.

BIDDER	Total Bid
Glosage Engineering - Apparent Low Bidder	\$2,249,789
Westland Contractors	\$2,349,403
Pacific Trenchless	\$2,535,165
Precision Engineering	\$2,606,062
Bay Pacific Pipelines	\$2,888,126
Cratus	\$2,940,417
KJ Woods	\$2,978,000
California Trenchless	\$3,708,370

The bids were reviewed and all were found to be responsive and completed. The engineer’s estimate for the project is \$3,456,000. Public Works Department staff recommends that the project be awarded to the lowest responsible bidder, Glosage Engineering, Inc., with a total bid of \$2,249,789.00. Complete bid results are shown in Attachment 2.

The contractor is required to complete the project within 200 calendar days from commencement date and construction is anticipated to start in November 2021.

The total project estimate is as follows:

Construction (C21-35):	\$2,249,789
Construction Management:	\$381,600
Materials Testing Services:	\$46,000
Contingency (10%):	<u>\$270,000</u>
Total Estimated Project Cost:	\$2,947,389

Additionally, staff requested and received a cost proposal from Zoon Engineering for construction management support for the project. This proposal was reviewed by staff and found to be appropriate for the work proposed. Zoon Engineering is on the City's on-call list of construction management firms and is currently providing construction management services for the 2020 Sanitary Sewer Rehabilitation Phase C and 2021 Sanitary Sewer Rehabilitation Project – UPRR/USDA CIPP Lining projects. Zoon Engineering has demonstrated robust knowledge of the City's sewer system and standards. With Zoon Engineering's construction management services, Staff was able to accelerate sewer rehabilitation through 2020 and continue to maintain rehabilitation rates in compliance with the Consent Decree in 2021.

Compliance with the latest Cal/OSHA COVID-19 Prevention Emergency Temporary Standards to control the spread of COVID-19

On June 14, 2021, Alameda County Health Department rescinded its Shelter-in-Place Order in order to fully align with the California State Reopening Plan. The State recently approved Cal/OSHA emergency temporary standards on COVID-19 infection prevention which applies to most workers and takes effect starting June 17, 2021. The contract work will be performed following the latest Cal/OSHA COVID-19 Prevention Emergency Temporary Standards to control the spread of COVID-19.

ENVIRONMENTAL CLEARANCE

This project consists of the rehabilitation of an existing sewerage facility to meet current standards of public health and safety and is determined to be categorically exempt under CEQA.

SUSTAINABILITY

The rehabilitation of sanitary sewer mains and lower laterals prevents sanitary overflows (SSO). SSOs can reach storm drains and the San Francisco Bay causing unhealthy bacteria and pollutant levels. Rehabilitating the City's sewer mains and lower laterals to reduce SSOs is a requirement of the USEPA Consent Decree.

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The City of Albany promotes equal opportunity and non-discrimination on the basis of race, religion, creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital status or other interests protected by state and federal law. The City

strongly values contract participation by minority owned and women owned businesses. However, the City is unfortunately restricted in its ability to implement any form of preference program associated with those groups on City contracts based on limitations imposed under the California Constitution, which do not permit any public agency in the state to grant preferential treatment to any entity “on the basis of race, sex, color, ethnicity or national origin” in public contracting. (Cal. Const., art. I, § 31.) This constitutional restriction, which is commonly referred to as Proposition 209, was approved by voters in 1996. An effort to overturn this restriction placed on the November 2020 ballot (Proposition 16) was not approved by voters. The only exception to the bar under Proposition 209 is for federally funded projects where the City has historically and will continue to fully and actively promote participation by minority owned and women owned businesses.

FINANCIAL SUMMARY

The following table details the approved budget and funding source for this project:

Expenditures	Costs
Professional Services	\$427,600
Construction/Improvements	\$2,249,789
Contingency	\$270,000
Total Expenditures	\$2,947,389
Funding Sources	Budget
Sewer Capital Project (4002)	\$2,947,389
Total Funding Sources	\$2,947,389

The budget for the Annual Sewer Rehabilitation Program (CIP No. 32000) was appropriated by Council as part of the City’s Capital Improvement Plan in November 2020 (Resolution No. 2020-108).

As of September 10, 2021, the City has spent or encumbered a total of \$9.6 million of the \$13.3 million budget appropriated for this program for fiscal years 2019/20 through 2021/22. The contracts recommended for award in this Staff Report (Glosage Engineering C21-57 for \$2,249,789.00 and Zoon Engineering, Inc C20-55 Amendment #1 for \$381,600.00), as well as materials testing and construction contingency, are within the remaining budget and no program budget adjustments are needed.

Attachments:

1. Resolution No. 2021-93
2. Bid Summary for Contract No. C21-57
3. Contract No. C21-57 – Glosage Engineering, Inc.
4. Contract No. C20-55, Amendment 1 – Zoon Engineering, Inc.

1 **RESOLUTION NO. 2021-93**

2 **A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING**
3 **THE CITY MANAGER TO EXECUTE CONTRACT NO. C21-57 IN A**
4 **NOT-TO-EXCEED AMOUNT OF \$2,249,789 FOR THE CONSTRUCTION**
5 **OF THE 2021 SANITARY SEWER REHABILITATION PROJECT-**
6 **VARIOUS LOCATIONS AND AMENDMENT NO. 1 TO CONTRACT NO.**
7 **C20-55 IN A NOT-TO-EXCEED AMOUNT OF \$381,600 FOR**
8 **CONSTRUCTION MANAGEMENT SUPPORT FOR THE 2021**
9 **SANITARY SEWER REHABILITATION PROJECT**

10 **WHEREAS**, the 2021 Sanitary Sewer Rehabilitation Project – Various Locations is
11 included in the City’s Capital Improvement Plan to rehabilitate the City’s aging sewer
12 facilities; and

13 **WHEREAS**, in 2014 the City entered into a Consent Decree agreement which
14 requires rehabilitation of at least 5,706 linear feet of sewer main per year; and

15 **WHEREAS**, on July 19, 2021, the City Council authorized the City Manager to
16 issue a Notice Inviting Bids for the 2021 Sanitary Sewer Rehabilitation Project – Various
17 Locations; and

18 **WHEREAS**, on September 2, 2021, the City received and opened eight (8) bids
19 for the above-mentioned project; and

20 **WHEREAS**, Glosage Engineering, Incorporated is the lowest responsible and
21 responsive bidder for the construction of the 2021 Sanitary Sewer Rehabilitation Project
22 – Various Locations.

23 **NOW, THEREFORE, BE IT RESOLVED**, that the Albany City Council hereby
24 authorizes the City Manager to execute Contract No. C21-57 with Glosage Engineering,
25 Incorporated to construct the 2021 Sanitary Sewer Rehabilitation Project – Various
26 Locations in a not-to-exceed amount of \$2,249,789 using funds previously appropriated
27 as part of the City’s Annual Sanitary Sewer Rehabilitation Program (CIP No. 32000); and
28
29

1 **BE IT FURTHER RESOLVED**, that the Albany City Council hereby authorizes
2 the City Manager to execute Amendment No. 1 to Contract No. C20-55 with Zoon
3 Engineering, Inc. to provide construction management services for the 2021 Sanitary
4 Sewer Rehabilitation Project, in the not-to-exceed amount of \$381,600 using funds
5 previously appropriated as part of the City’s Annual Sanitary Sewer Rehabilitation
6 Program (CIP No. 32000).

7
8
9

GE’NELL GARY, MBA – MAYOR

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

BID RESULTS

Project: **2021 Sanitary Sewer Rehabilitation Project – Various Locations (Contract #C21-57)**

Bid Opening: **Thursday, September 2, 2021 at 2:00 PM**

Location: **City Hall, 1000 San Pablo Avenue, Albany, CA 94706**

Staff called for bids and the following were received:

California Trenchless

\$3,078,370

Westland Contractors

\$2,349,403

Pacific Trenchless

\$2,535,165

Cratus

\$2,940,417

KJ Woods Construction

\$2,978,000

Precision Engineering

\$2,606,062

Bay Pacific Pipelines

\$2,888,126

Glosage Engineering

\$2,249,789

The above results may include errors and/or omissions by the bidder. Bids are referred to staff for review.

City of Albany
2021 Sanitary Sewer Rehabilitation Project – Various Locations
Contract No.: C21-57

Bid Summary

Bidder	Total
Glosage Engineering*	\$2,249,789
Westland Contractors	\$2,349,403
Pacific Trenchless	\$2,535,165
Precision Engineering	\$2,606,062
Bay Pacific Pipelines	\$2,888,126
Cratus	\$2,940,417
KJ Woods	\$2,978,000
California Trenchless	\$3,078,370

* Apparent Low Bidder

Engineer's Estimate \$3,456,000

CITY OF ALBANY
2021 SANITARY SEWER IMPROVEMENT PROJECT - VARIOUS LOCATION (CONTRACT NO. C21-57)
Bid opening: 2:00 pm, Thursday, September 2, 2021
Location: City of Albany City Hall at 1000 San Pablo Ave., Albany, CA

ITEM NO	ITEM DESCRIPTION	QTY	UNITS	ENGINEER ESTIMATE		California Trenchless		Westland Contractors		Pacific Trenchless		Cratus		KJ Woods Construction		Precision Engineering		Bay Pacific Pipelines		Glosage Engineering*	
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
BASE BID																					
1	MOBILIZATION, DEMOBILIZATION, WPCP	1	LS	\$ 40,000.00	\$ 40,000	\$ 110,000	\$ 110,000	\$ 100,000	\$ 100,000	\$ 36,000	\$ 36,000	\$ 50,000	\$ 50,000	\$ 116,000	\$ 116,000	\$ 180,000	\$ 180,000	\$ 80,000	\$ 80,000	\$ 65,000	\$ 65,000
2	8" HDPE SEWER MAIN - PIPE BURST	7,295	LF	\$ 275.00	\$ 2,006,125	\$ 228	\$ 1,663,260	\$ 149	\$ 1,086,955	\$ 195	\$ 1,422,525	\$ 225	\$ 1,641,375	\$ 245	\$ 1,787,275	\$ 160	\$ 1,167,200	\$ 220	\$ 1,604,900	\$ 163	\$ 1,189,085
3	8" PVC - OPEN CUT	50	LF	\$ 425.00	\$ 21,250	\$ 400	\$ 20,000	\$ 480	\$ 24,000	\$ 385	\$ 19,250	\$ 350	\$ 17,500	\$ 400	\$ 20,000	\$ 300	\$ 15,000	\$ 300	\$ 15,000	\$ 240	\$ 12,000
4	PIPELINE SAG REMOVAL (8 FT MIN. LENGTH)	45	LF	\$ 350.00	\$ 15,750	\$ 250	\$ 11,250	\$ 200	\$ 9,000	\$ 365	\$ 16,425	\$ 300	\$ 13,500	\$ 400	\$ 18,000	\$ 500	\$ 22,500	\$ 280	\$ 12,600	\$ 300	\$ 13,500
5	FIELD LOCATE BURIED MANHOLES AND RODHOLES	2	EA	\$ 500.00	\$ 1,000	\$ 1,500	\$ 3,000	\$ 500	\$ 1,000	\$ 375	\$ 750	\$ 500	\$ 1,000	\$ 1,000	\$ 2,000	\$ 50	\$ 100	\$ 700	\$ 1,400	\$ 1,000	\$ 2,000
6	ABANDON SEWER LINE AND FILL WITH GROUT	102	LF	\$ 15.00	\$ 1,530	\$ 15	\$ 1,530	\$ 3	\$ 306	\$ 135	\$ 13,770	\$ 10	\$ 1,020	\$ 60	\$ 6,120	\$ 20	\$ 2,040	\$ 15	\$ 1,530	\$ 10	\$ 1,020
7	REMOVE EXISTING RODHOLE	8	EA	\$ 500.00	\$ 4,000	\$ 1,500	\$ 12,000	\$ 250	\$ 2,000	\$ 555	\$ 4,440	\$ 2,000	\$ 16,000	\$ 1,000	\$ 8,000	\$ 1,000	\$ 8,000	\$ 2,500	\$ 20,000	\$ 800	\$ 6,400
8	REMOVE EXISTING MANHOLE	17	EA	\$ 1,500.00	\$ 25,500	\$ 2,000	\$ 34,000	\$ 1,000	\$ 17,000	\$ 725	\$ 12,325	\$ 500	\$ 8,500	\$ 2,000	\$ 34,000	\$ 2,000	\$ 34,000	\$ 1,000	\$ 17,000	\$ 1,000	\$ 17,000
9	ABANDON EXISTING MANHOLE	7	EA	\$ 1,200.00	\$ 8,400	\$ 1,500	\$ 10,500	\$ 500	\$ 3,500	\$ 215	\$ 1,505	\$ 2,500	\$ 17,500	\$ 3,000	\$ 21,000	\$ 2,000	\$ 14,000	\$ 375	\$ 2,625	\$ 1,000	\$ 7,000
10	STANDARD 4' MANHOLE	32	EA	\$ 6,500.00	\$ 208,000	\$ 2,800	\$ 89,600	\$ 4,000	\$ 128,000	\$ 8,025	\$ 256,800	\$ 9,000	\$ 288,000	\$ 7,000	\$ 224,000	\$ 6,000	\$ 192,000	\$ 5,000	\$ 160,000	\$ 7,500	\$ 240,000
11	STANDARD 2' MANHOLE	1	EA	\$ 2,500.00	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,800	\$ 3,800	\$ 3,795	\$ 3,795	\$ 7,000	\$ 7,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 3,000	\$ 3,000	\$ 4,000	\$ 4,000
12	REHABILITATE EXISTING MANHOLES WITH MORTAR BASE COAT AND CORROSION BARRIER COATING SYSTEM	102	VF	\$ 500.00	\$ 51,000	\$ 150	\$ 15,300	\$ 360	\$ 36,720	\$ 485	\$ 49,470	\$ 400	\$ 40,800	\$ 420	\$ 42,840	\$ 400	\$ 40,800	\$ 150	\$ 15,300	\$ 480	\$ 48,960
13	CONNECT TO EXISTING MANHOLES, REBUILD CHANNELS, PATCH INTERIOR WITH WATER PLUG	21	EA	\$ 800.00	\$ 16,800	\$ 1,500	\$ 31,500	\$ 500	\$ 10,500	\$ 405	\$ 8,505	\$ 1,000	\$ 21,000	\$ 1,000	\$ 21,000	\$ 100	\$ 2,100	\$ 1,000	\$ 21,000	\$ 800	\$ 16,800
14	REPLACE MANHOLE FRAME AND COVER	13	EA	\$ 1,200.00	\$ 15,600	\$ 650	\$ 8,450	\$ 1,200	\$ 15,600	\$ 2,005	\$ 26,065	\$ 1,500	\$ 19,500	\$ 1,500	\$ 19,500	\$ 500	\$ 6,500	\$ 1,000	\$ 13,000	\$ 1,200	\$ 15,600
15	FIELD LOCATE AND POT HOLE EXISTING LATERALS	225	EA	\$ 100.00	\$ 22,500	\$ 50	\$ 11,250	\$ 950	\$ 213,750	\$ 1,015	\$ 228,375	\$ 75	\$ 16,875	\$ 50	\$ 11,250	\$ 50	\$ 11,250	\$ 400	\$ 90,000	\$ 30	\$ 6,750
16	8" HDPE CLEANOUT, CAP AND CLEANOUT BOX	1	EA	\$ 1,250.00	\$ 1,250	\$ 2,500	\$ 2,500	\$ 1,000	\$ 1,000	\$ 995	\$ 995	\$ 500	\$ 500	\$ 2,000	\$ 2,000	\$ 500	\$ 500	\$ 2,500	\$ 2,500	\$ 2,000	\$ 2,000
17	6" LOWER LATERAL, FITTINGS AND CONNECTIONS MORE THAN 5' LONG (PIPE BURST)	380	LF	\$ 65	\$ 24,700	\$ 100	\$ 38,000	\$ 60	\$ 22,800	\$ 1	\$ 380	\$ 70	\$ 26,600	\$ 50	\$ 19,000	\$ 75	\$ 28,500	\$ 100	\$ 38,000	\$ 110	\$ 41,800
18	6" LOWER LATERAL, FITTINGS AND CONNECTIONS MORE THAN 5' LONG (OPEN CUT)	100	LF	\$ 120	\$ 12,000	\$ 230	\$ 23,000	\$ 60	\$ 6,000	\$ 1	\$ 100	\$ 130	\$ 13,000	\$ 180	\$ 18,000	\$ 100	\$ 10,000	\$ 130	\$ 13,000	\$ 110	\$ 11,000
19	6" LOWER LATERALS LESS THAN 6' LONG, INCLUDING CAP AND CLEANOUT	1	EA	\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 715	\$ 715	\$ 750	\$ 750	\$ 3,000	\$ 3,000	\$ 1,500	\$ 1,500	\$ 800	\$ 800	\$ 2,200	\$ 2,200
20	6" LATERAL CLEANOUT, CAP AND CLEANOUT BOX	24	EA	\$ 300	\$ 7,200	\$ 1,200	\$ 28,800	\$ 900	\$ 21,600	\$ 715	\$ 17,160	\$ 750	\$ 18,000	\$ 600	\$ 14,400	\$ 250	\$ 6,000	\$ 450	\$ 10,800	\$ 900	\$ 21,600
21	4" LOWER LATERAL, FITTINGS & CONNECTIONS MORE THAN 5' LONG (PIPE BURST)	2,700	LF	\$ 60	\$ 162,000	\$ 70	\$ 189,000	\$ 50	\$ 135,000	\$ 1	\$ 2,700	\$ 65	\$ 175,500	\$ 35	\$ 94,500	\$ 75	\$ 202,500	\$ 120	\$ 324,000	\$ 30	\$ 81,000
22	4" LOWER LATERAL, FITTINGS & CONNECTIONS MORE THAN 5' LONG (OPEN CUT)	220	LF	\$ 125	\$ 27,500	\$ 225	\$ 49,500	\$ 50	\$ 11,000	\$ 1	\$ 220	\$ 120	\$ 26,400	\$ 160	\$ 35,200	\$ 100	\$ 22,000	\$ 110	\$ 24,200	\$ 100	\$ 22,000
23	4" LOWER LATERALS LESS THAN 6' LONG, INCLUDING CAP AND CLEANOUT	32	EA	\$ 15,000	\$ 480,000	\$ 2,200	\$ 70,400	\$ 2,000	\$ 64,000	\$ 555	\$ 17,760	\$ 750	\$ 24,000	\$ 1,800	\$ 57,600	\$ 1,500	\$ 48,000	\$ 350	\$ 11,200	\$ 2,200	\$ 70,400
24	4" LATERAL CLEANOUT, CAP AND CLEANOUT BOX	150	EA	\$ 300	\$ 45,000	\$ 750	\$ 112,500	\$ 800	\$ 120,000	\$ 555	\$ 83,250	\$ 700	\$ 105,000	\$ 450	\$ 67,500	\$ 250	\$ 37,500	\$ 300	\$ 45,000	\$ 500	\$ 75,000
25	4" LATERAL RECONNECTION TO SEWER MAIN	12	EA	\$ 1,500	\$ 18,000	\$ 3,000	\$ 36,000	\$ 2,000	\$ 24,000	\$ 1,005	\$ 12,060	\$ 500	\$ 6,000	\$ 800	\$ 9,600	\$ 100	\$ 1,200	\$ 375	\$ 4,500	\$ 1,000	\$ 12,000
26	6" LATERAL RECONNECTION TO SEWER MAIN	1	EA	\$ 1,800	\$ 1,800	\$ 3,500	\$ 3,500	\$ 2,000	\$ 2,000	\$ 1,055	\$ 1,055	\$ 500	\$ 500	\$ 2,500	\$ 2,500	\$ 100	\$ 100	\$ 500	\$ 500	\$ 2,000	\$ 2,000
27	CURB AND GUTTER REPLACEMENT	450	LF	\$ 30	\$ 13,500	\$ 60	\$ 27,000	\$ 20	\$ 9,000	\$ 15	\$ 6,750	\$ 50	\$ 22,500	\$ 40	\$ 18,000	\$ 50	\$ 22,500	\$ 30	\$ 13,500	\$ 40	\$ 18,000
28	CONCRETE SIDEWALK, DRIVEWAY APPROACH, AND WIDENED CURB AND GUTTER REPLACEMENT	4,000	SF	\$ 7	\$ 28,000	\$ 20	\$ 80,000	\$ 7	\$ 28,000	\$ 10	\$ 40,000	\$ 12	\$ 48,000	\$ 10	\$ 40,000	\$ 10	\$ 40,000	\$ 13	\$ 52,000	\$ 20	\$ 80,000
29	ASPHALT CONCRETE REPAIR AND PAVEMENT MARKINGS	17,496	SF	\$ 2	\$ 34,992	\$ 10	\$ 174,960	\$ 2	\$ 34,992	\$ 5	\$ 87,480	\$ 2	\$ 34,992	\$ 3	\$ 52,488	\$ 2	\$ 34,992	\$ 6	\$ 104,976	\$ 4	\$ 69,984
30	SHORING FOR ALL EXCAVATIONS	1	LS	\$ 30,000	\$ 30,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 11,555	\$ 11,555	\$ 65,000	\$ 65,000	\$ 88,000	\$ 88,000	\$ 180,000	\$ 180,000	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000
31	TRAFFIC CONTROL AND NOTIFICATIONS	1	LS	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 9,735	\$ 9,735	\$ 70,000	\$ 70,000	\$ 30,000	\$ 30,000	\$ 180,000	\$ 180,000	\$ 10,000	\$ 10,000	\$ 8,000	\$ 8,000
32	PERMITS AND LICENSES	1	LS	\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 1,000	\$ 1,000	\$ 5,685	\$ 5,685	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000	\$ 450	\$ 450	\$ 5,000	\$ 5,000	\$ 500	\$ 500
33	INTERNAL TELEVISIONING OF SEWER MAINS	14690	LF	\$ 2	\$ 29,380	\$ 3	\$ 44,070	\$ 2	\$ 29,380	\$ 5	\$ 73,450	\$ 5	\$ 66,105	\$ 1	\$ 14,690	\$ 2	\$ 29,380	\$ 6	\$ 80,795	\$ 1	\$ 14,690
34	AIR TESTING OF MANHOLES AND SEWER PIPES	1	LS	\$ 12,000	\$ 12,000	\$ 5,000	\$ 5,000	\$ 20,000	\$ 20,000	\$ 4,115	\$ 4,115	\$ 15,000	\$ 15,000	\$ 10,537	\$ 10,537	\$ 450	\$ 450	\$ 15,000	\$ 15,000	\$ 2,500	\$ 2,500
35	SUPPLEMENTAL WORK (ALLOWANCE)	1	TBD	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
TOTAL BASE BID					\$ 3,456,277	\$ 3,078,370	\$ 2,349,403	\$ 2,535,165	\$ 2,940,417	\$ 2,978,000	\$ 2,606,062	\$ 2,888,126	\$ 2,249,789								

*APPARENT LOW BIDDER (Based on lowest total of Base Bid)

Contract

This public works contract ("Contract") is entered into by and between the City of Albany ("City") and **Glosage Engineering, Incorporated** ("Contractor"), for work on the **2021 Sanitary Sewer Rehabilitation Project – Various Locations Contract No. C21-57** ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On September 20, 2021, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment, Performance and Warranty Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 City of Albany Technical Provisions; and
 - 2.14 City of Albany Standard Details.
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor **Two Million Two Hundred Forty Nine Thousand and Seven Hundred Eighty Nine Dollars (\$2,249,789.00)** ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within **200 calendar days** from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of **\$1,000** per day for each day of

unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City of Albany

Dept: Department of Public Works
Name: Anne Hsu, City Clerk
Address: 1000 San Pablo Avenue
City/state/zip: Albany, CA 94706
Phone: 510-528-5710
Fax: 510-528-5797
Copy to: Mark Hurley, Public Works Director
Email: mhurley@albanyca.org

Contractor

Name: Glosage Engineering, Incorporated
Address: 635 S. 31st Street
City/state/zip: Richmond, CA 94804
Phone: (510) 815-4505
Attn: Luis Guzman, President
Email: guzmancrp@outlook.com
Copy to:

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Alameda County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Nicole Almaguer, City Manager

Malathy Subramanian, City Attorney

Date: _____

Date: _____

Attest:

s/ _____

Anne Hsu, City Clerk

Date: _____

CONTRACTOR: Glosage Engineering, Incorporated
Business Name

s/ _____

Seal:

Name/Title

Date: _____

Second Signature (See Section 12.7):

s/ _____

Name/Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

**CONTRACT #C20-55
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND
ZOON ENGINEERING, INC.**

**FOR PROJECT:
CONSTRUCTION MANAGEMENT SERVICES FOR THE 2021 SANITARY
SEWER REHABILITATION PROJECT**

AMENDMENT OF AGREEMENT No. 1

This AMENDMENT OF AGREEMENT FOR CONSULTANT SERVICES is made and entered into on this ____ day of _____, 2021, by and among the City of Albany a California charter city ("CITY") and Zoon Engineering, Inc. ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein Contract #C20-55, the parties agree as follows:

Per request by the CITY, Contract #C20-55 shall be modified as follows: extend construction management services for the 2021 Sanitary Sewer Rehabilitation Project. This AMENDMENT OF AGREEMENT shall be made part of the original AGREEMENT, Contract #C20-55. Original Contract was for the period of May 22, 2021 to May 22, 2022 and is extended until September 30, 2022.

Compensation for the AMENDMENT OF AGREEMENT shall be in the amount not to exceed \$381,600, as set forth in the attached AMEDMENT TO AGREEMENT SCOPE OF WORK. (Increase Original Contract of \$ 381,600.00 to \$763,200.00).

All work shall continue to be in compliance with Contract #C20-55, and in accordance with the approved Scope of Work, including any agreed upon modifications or extensions to the Scope of Work.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT OF AGREEMENT to Contract #C20-55 to be executed the day and year first above written.

CITY OF ALBANY:

By _____
Nicole Almaguer,
City Manager

CONSULTANT:

By _____
(Authorized Officer)



Attest _____
City Clerk

[Attachments]: Zoon Engineering Cost Proposal (dated 7/21/2021)

Cost Proposal for
 City of Albany
 Construction Management Services for
 2021 Sanitary Sewer Rehabilitation Project
 7/21/2021



Projected Labor Hours By Person

Name	Title	Construction Management	Total Hours	Billing Rate	TOTAL
Ernest Klock, PE	Resident Engineer	240	240	\$ 200.00	\$ 48,000.00
Brian MacRae	Assistant Resident Engineer	1,760	1,760	\$ 165.00	\$ 290,400.00
Dana Hissen	Office Engineer	480	480	\$ 90.00	\$ 43,200.00
		2,480	2,480		

Total Labor Costs: \$ 381,600.00
 TOTAL: \$ 381,600.00

Notes:

1. Above hourly rates include all overhead, fringe, and profit unless otherwise noted.
2. No allowance for overtime or double shifts has been made. Overtime hours and additional shifts, if necessary, to be determined.
3. Equipment, supplies, and incidental costs included in labor rates unless otherwise noted.
4. Proposal assumes contract completion by June 2022
5. Escalation for work beyond October 2022, if necessary is not accounted for.
6. Services to be provided from Zoon offices in Emeryville. Field office costs if required to be billed as other direct costs with no markup.
7. Estimate based on a 120 working day construction duration



Material Estimate
 Hours and Cost by Task and Subtask

Ernest Klock, PE	Brian MacRae	Dana Hissen	Hours By Task	Cost By Task
\$ 200.00	\$ 165.00	\$ 90.00		

Task 1 - Construction Contract Administration

Provide Monthly Report	20	50	10	80	\$ 13,150.00
Set up construction project files	10	50	40	100	\$ 13,850.00
Convene pre-construction meeting	10	10	10	30	\$ 4,550.00
Track progress payment estimates	30	80	40	150	\$ 22,800.00
Evaluate, negotiate and recommend Contract Change Orders	20	50	40	110	\$ 15,850.00
Weekly statement of working days	10	60	30	100	\$ 14,600.00
Maintain construction project files	10	60	150	220	\$ 25,400.00
Total Task 1 - Construction Contract Administration	110	360	320	790	\$ 110,200.00

Task 2 - Construction Engineering

Resident Engineer's (RE) file review	10	10	10	30	\$ 4,550.00
Perform Resident Engineer functions	40	40	10	90	\$ 15,500.00
Review Contract Documents	10	20	10	40	\$ 6,200.00
Determine contract pay quantities	10	60	10	80	\$ 12,800.00
Lines and grades control	5	40		45	\$ 7,600.00
Construction contractor's trenching and shoring submittals rev	5	20		25	\$ 4,300.00
SWPPP Review and Approval	10	20	10	40	\$ 6,200.00
Coordinate lane closures		120	10	130	\$ 20,700.00
Schedule Support	20	80	20	120	\$ 19,000.00
Total Task 2 - Construction Engineering	110	410	80	600	\$ 96,850.00

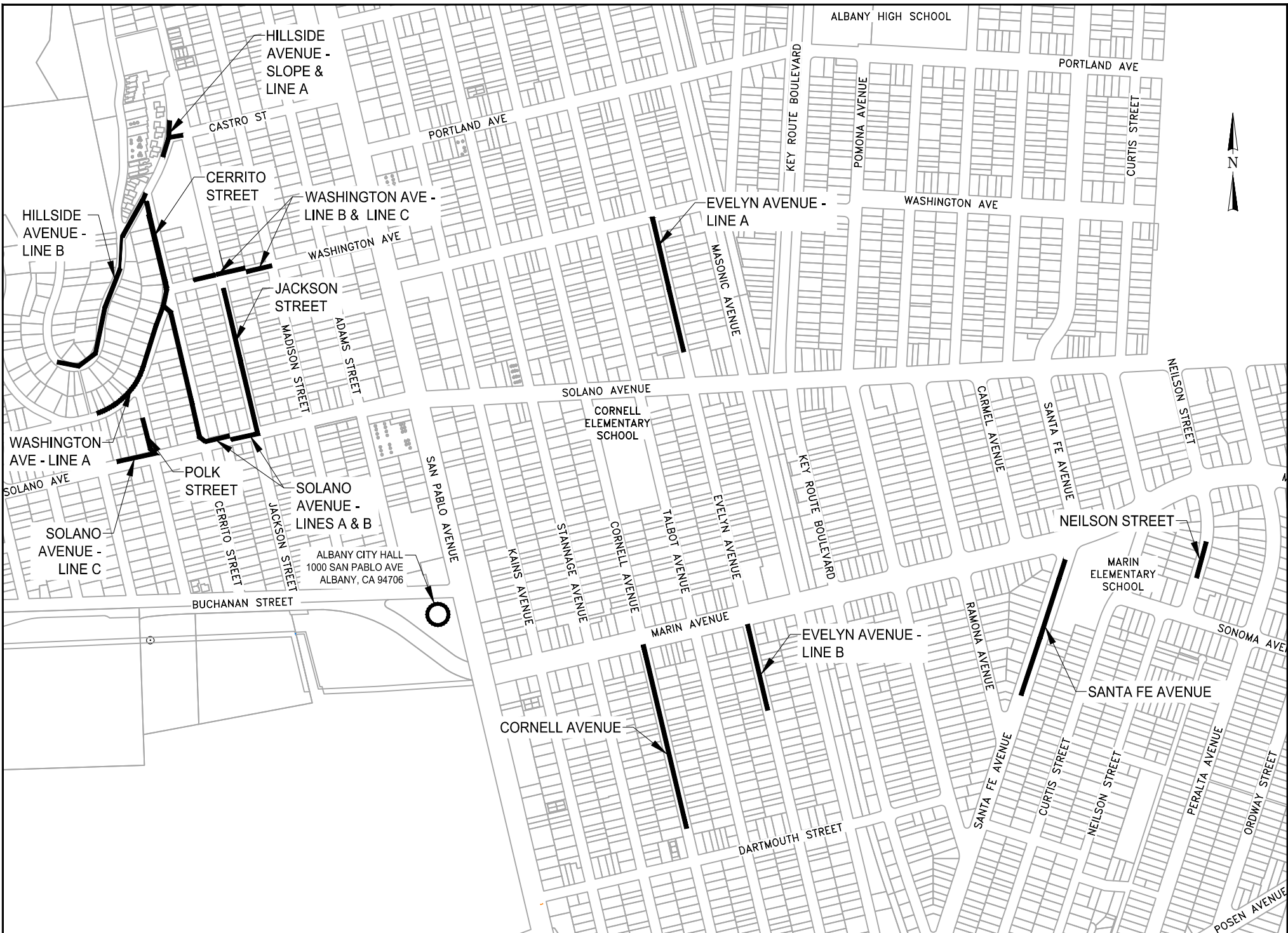
Task 3 - Contract Item Work Inspection

Photographs		40	10	50	\$ 7,500.00
Inspection of contractors' work		550	10	560	\$ 91,650.00
Report and document contractors' operations		200	10	210	\$ 33,900.00
Prepare punch list completion		40	10	50	\$ 7,500.00
Perform safety and maintenance review		40		40	\$ 6,600.00
Total Task 3 - Contract Item Work Inspection	-	870	40	910	\$ 147,150.00

Task 4 - Project Close Out and Acceptance

Perform final inspection		40	10	50	\$ 7,500.00
Review as-built drawings	10	40	10	60	\$ 9,500.00
Deliver final project files for contract administration	10	40	20	70	\$ 10,400.00
Total Task 4 - Project Close Out and Acceptance	20	120	40	180	\$ 27,400.00

GRAND TOTALS	240	1,760	480	2,480	\$ 381,600.00
---------------------	------------	--------------	------------	--------------	----------------------



PROJECT LOCATION MAP