

## REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 20, 2019

Agenda Number: C-2

**SUBJECT: Consideration of a Resolution Approving an Agreement with Quad Knopf Inc. in the Amount of \$42,780 for Professional Engineering Services for Rule 20B Utility Underground Conversion as relates to AT&T Facilities for the Olive Avenue Widening Project from Gateway Drive to Knox Street**

### RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving an agreement with Quad Knopf, Inc., for professional engineering services as relates to the Rule 20B Utility Underground Conversion of AT&T facilities for the Olive Avenue Widening Project ("Agreement") and authorizing the Mayor to execute the Agreement.

### SUMMARY:

The Council, at their November 7, 2018 meeting, formed Rule 20B Utility Undergrounding District No. 19 directing that all existing and proposed overhead utilities be placed underground in conjunction with the Olive Avenue Widening Project from Gateway Drive to Knox Street (the "Project"). Typically, the franchise utilities perform their own design with reimbursement from the City. At this time, AT&T is not able to meet the Project timeframes and has allowed for the City to contract directly with one of AT&T's on-call consultants to design the Rule 20B conversion project.

### DISCUSSION:

The Project will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street and pavement overlay, modifications to the medians, and restriping of Olive Avenue between Roosevelt Street and Knox Street consistent with the adopted Plan Line. The Project will include a new Union Pacific Rail Road crossing protection and signal, and installation of traffic signals at the intersections of Olive Avenue at Roosevelt Street and Olive Avenue at

Knox Street. The project also includes street widening improvements to meet Collector Street Standards on Knox Street between Neplus Way and Olive Avenue.

Within the Project, there is a heavy concentration of overhead electrical, telephone, and cable distribution facilities that need to be removed and/or be relocated. Undergrounding the utilities in lieu of relocating poles that are in conflict is consistent with previously constructed projects on arterial streets connecting with collector streets. For Rule 20B Undergrounding projects, the owner (City) pays the difference between completing an underground utility system and the costs to relocate the overhead facilities for the project. Typically, PG&E, AT&T, and Comcast perform a Rule 20B design for undergrounding of their respective facilities required for a project. The utility companies coordinate their efforts to place existing above ground facilities underground within a joint trench, when feasible. Once the estimates are complete, each utility will prepare an aerial to underground conversion agreement establishing the costs for design reimbursement and the difference between completing an underground system and relocating the existing overhead facilities.

Staff began coordinating with all three utility companies in September 2018, providing project plans and hosting field meetings. PG&E is nearing completion of their Rule 20B design. Recently, AT&T staff noted that due to heavy workload and staff reductions, they would not be able to complete their Rule 20B design in a timeframe to accommodate the Project's construction schedule. The City inquired as to alternate means to complete the Rule 20B Undergrounding design, including a direct hire of a consultant to perform the work. Unfortunately, the consultant that the City and the Successor Agency usually hire for utility work only performs PG&E designs. Similarly, based on our research, most other firms only perform the electrical side of the design, and AT&T completes the design for their facilities in-house.

The City's local contact at AT&T indicated that Quad Knopf, Inc., also doing business as "QK," provides consulting design services for AT&T when AT&T cannot perform the work themselves. When City staff reached out to QK for a proposal, it was contingent upon AT&T approving a direct contract between the City and QK. Upon receiving the approval from AT&T, QK submitted a proposal to perform the design and coordination for AT&T's portion of the Olive Avenue Rule 20B Undergrounding project.

The proposed not to exceed fee is \$42,780. This is a cost that City would have had to reimburse AT&T had they completed the design. The scope also includes coordination with PG&E and Comcast for joint trenching opportunities. For a detailed scope of work, please reference the proposal as incorporated into the attached proposed Agreement. Given QK's expertise in Rule 20B projects, the proposed contract includes \$4,000 in addition to the specific AT&T design work to assist the City as may be needed in providing cost estimates for the entire Rule 20B project, bidding, and construction support.

Typically, Comcast submits their design and agreement after the completion of the PG&E and AT&T portion. There are no issues with Comcast meeting the project schedule at this time.

**FINANCIAL IMPACT:**

The costs associated with this agreement will be paid for out of the Utility Undergrounding portion of the Olive Avenue Widening Project Budget included in the 2018/19 Fiscal Year Capital Projects Budget. The ultimate reimbursement to AT&T will now exclude design costs other than coordination and oversight associated with review of the QK design and preparation of the construction costs for AT&T portion of the underground conversion work.

There will be no impact to the City's General Fund for the design and construction costs for the Utility Underground District.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Action 126 – The project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing. The requested action is for the improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

**ALTERNATIVES:**

The alternative to the recommended action is not approving an agreement with Quad Knopf, Inc. for design services for the AT&T portion of the Olive Avenue Rule 20B project. AT&T would perform the necessary design on their schedule, which would cause significant delays to the Olive Avenue Widening Project.

**ATTACHMENTS:**

1. Council Resolution
2. Map - Utility Underground District 19 – Olive Avenue
3. Proposed Agreement

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
APPROVING AN AGREEMENT WITH QUAD KNOPF, INC. IN THE  
AMOUNT OF \$42,780 FOR PROFESSIONAL ENGINEERING  
SERVICES FOR RULE 20B UTILITY UNDERGROUND CONVERSION  
AS RELATES TO AT&T FACILITIES AND AUTHORIZING THE MAYOR  
TO EXECUTE THE AGREEMENT**

**WHEREAS**, a project to widen and improve Olive Avenue to arterial street standards from Gateway Drive to Knox Street, hereinafter called "Project", has been included in the Capital Improvement Program and the 2018/19 Fiscal Year Capital Projects Budget; and

**WHEREAS**, on November 7, 2018, the City Council of the City of Madera adopted Resolution No. 18-223 establishing Rule 20B Underground Utility District No. 19 for the Project; and

**WHEREAS**, costs associated with the utility undergrounding are included in the Project budget; and

**WHEREAS**, engineering services by a professional firm are required for the design and coordination for the underground conversion of AT&T facilities of the Project; and

**WHEREAS**, Quad Knopf, Inc. submitted an acceptable proposal to perform said services, and an agreement has been prepared that is in the best interests of the City And Quad Knopf.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Agreement with Quad Knopf, Inc., for Professional Engineering Services in an amount not to exceed \$42,780, plus \$4,000 for Extra Services as approved by the City Engineer for the Rule 20B Utility Underground Conversion as relates to AT&T Facilities, a copy of which is on file with the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# CITY OF MADERA UNDERGROUND UTILITY DISTRICT # 19



## LEGEND:

- LOT LINES
- - - DISTRICT BOUNDARY

**AGREEMENT WITH QUAD KNOPF INC. FOR PROFESSIONAL  
ENGINEERING SERVICES FOR RULE 20B UTILITY UNDERGROUND  
CONVERSION AS RELATED TO AT&T FACILITIES**

This Agreement made and entered into this 20<sup>th</sup> day of March 2019, between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY", and Quad Knopf Inc., doing business as QK, located in Visalia, CA, hereinafter called "CONSULTANT".

**WITNESSETH**

**WHEREAS**, CITY formed Utility Underground District No. 19 in designated real property located within and adjacent to the Olive Avenue Widening Project between Gateway Drive and Knox Street in advance of a Rule 20B overhead utility conversion project; and

**WHEREAS**, CITY needs the services of a professional engineering firm to provide professional engineering services for the Project; and

**WHEREAS**, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with the design and construction of water main facilities; and

**WHEREAS**, CITY desires to hire CONSULTANT for such professional engineering design services.

**NOW THEREFORE:**

The parties hereto mutually agree as follows:

**1. SERVICES OF CONSULTANT:**

CITY hereby hires CONSULTANT to provide professional engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

**2. SCOPE OF WORK:**

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Proposal", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

**3. PROGRESS MEETINGS:**

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Proposal, EXHIBIT A.

**4. CITY'S OBLIGATIONS**

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

**5. COMPENSATION**

The basic fee for the work tasks itemized in EXHIBIT A, "Proposal" is \$42,780.

CITY and CONSULTANT agree on the rates shown in EXHIBIT B, "Hourly Rate Schedule", and agree that they will remain in effect until the date of expiration of agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A.

**6. PAYMENT:**

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for

the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

**7. EXTRA SERVICES:**

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of four thousand dollars (\$4,000).

**8. AUDITS AND INSPECTIONS ACCESS:**

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

**9. LIABILITY INSURANCE:**

Without limiting CONSULTANT'S indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the CITY.



### ***Minimum Scope and Limits of Insurance***

CONSULTANT shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

***Maintenance of Coverage***

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

***Proof of Insurance***

CONSULTANT shall provide to the CITY certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CITY prior to commencement of performance. Current evidence of insurance shall be kept on file with the CITY at all times during the term of this Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

***Acceptable Insurers***

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

***Waiver of Subrogation***

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the

CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

***Enforcement of Contract Provisions (non-estoppel)***

CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CITY, nor does it waive any rights hereunder.

***Specifications not Limiting***

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CONSULTANT maintains higher limits than the minimums required above, the CITY shall be entitled to coverage at the higher limits maintained by CONSULTANT.

***Notice of Cancellation***

CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the CITY with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

***Self-insured Retentions***

Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY'S Risk Manager.

***Timely Notice of Claims***

CONSULTANT shall give the CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT'S performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

***Additional Insurance***

CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

**10. OWNERSHIP OF DOCUMENTS:**

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

**11. TIME OF COMPLETION:**

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work in accordance with the Proposal.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31<sup>st</sup>, 2020, unless extended by mutual agreement.

**12. TERMINATION OF AGREEMENT:**

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;

2. A failure by CONSULTANT to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

**13. APPROVAL:**

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

**14. HOLD HARMLESS:**

***Indemnity for Professional Liability:*** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless Agency including the cost to defend Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional

services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

***Indemnity for Other Than Professional Liability:*** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, and hold harmless Agency including the cost to defend Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant

**15. RESPONSIBILITY FOR OTHERS:**

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**16. PROFESSIONAL RESPONSIBILITY:**

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

**17. PARTIES BOUND BY AGREEMENT:**

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all

covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

**18. COMPLETE AGREEMENT OF PARTIES:**

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**19. ASSIGNMENT WITH APPROVAL:**

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

**20. INDEPENDENT CONTRACTOR:**

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees.



CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

**21. GOVERNING LAW:**

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**22. AMENDMENTS:**

Any changes to this Agreement requested either by CITY or CONSULTANT may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

**23. COMPLIANCE WITH LAWS AND WAGE RATES:**

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**24. CONSULTANT 'S LEGAL AUTHORITY:**

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest

and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

**25. NOTICES:**

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

**CITY OF MADERA**

Engineering Division

205 W. 4th Street

Madera, CA 93637

**CONSULTANT**

Quad Knopf Inc., dba QK

PO BOX 3699

Visalia, CA 93278

**26. SOLE AGREEMENT:**

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

\* \* \* \* \*

**CITY OF MADERA**

**CONSULTING FIRM**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: Amber Adams  
Amber Adams  
Vice President

94-2228472  
Taxpayer I.D. Number

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Zelda Leon, Deputy City Clerk

# **ATTACHMENTS**

**EXHIBIT A  
PROPOSAL**

**EXHIBIT B  
SCHEDULE OF FEES AND CHARGES**



901 East Main Street | Visalia, CA 93292

**Exhibit A**

February 20, 2019

Ellen Bitter  
City of Madera  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

**Subject:** Request for Proposal, Rule 20B AT&T Design, Madera, California

Dear Ms. Bitter:

QK is pleased to submit a proposal to provide Conduit Design Services for the undergrounding of the AT&T's existing overhead communication lines along E. Olive Avenue, between Gateway Drive and Knox Street, to support the City of Madera's Underground District No. 19.

Our Utility Coordination Services are very comprehensive and tailored to meet the specific needs of our clients and their projects. QK maintains excellent contacts and relationships with the local utility providers, and we have assisted clients with projects of a similar nature.

The Utility Coordination Services will be both a written and personal contact process as outlined in the Scope of Services and Fee Estimate attached hereto.

Please review the Scope of Services and Fee Estimate and contact Meredith Inglehart by calling (559) 733-0440 if you have any questions.

Thank you for the opportunity to bid on your project.

Sincerely,

  
Meredith Inglehart  
Senior Associate Project Manager

  
Amber Adams  
Vice President Business and Operations

Enclosures: Scope of Services and Fee Estimate  
Charge Rate Schedule

P190083  
MI/wbe

ENGINEERING DESIGN &  
CONSTRUCTION MGMT.

SURVEY & GIS

URBAN DESIGN &  
LANDSCAPE ARCHITECTURE

PLANNING

BIOLOGY &  
ENVIRONMENTAL PERMITTING

## Scope of Services and Fee Estimate

### BACKGROUND

QK (Consultant) is pleased to provide the City of Madera (Client) with Professional Consulting Services related to an AT&T conduit design (Project).

### PROJECT UNDERSTANDING

The client has established a Rule 20B Underground District within and adjacent to the Olive Avenue Widening project between Gateway Drive and Knox Street. QK will provide AT&T conduit designs to support the removal of their existing overhead communication lines.

The coordination will include working with PG&E design department in conjunction with their Rule 20B coordinator, as PG&E will be providing joint trench options in locations where AT&T coexists with PG&E's facilities. There will be locations where a joint trench is not feasible; however, QK will coordinate with Comcast to explore all joint trench options are being fully explored on behalf of the City.

Utility Coordination is anticipated with the following companies:

1. Pacific Gas and Electric (PG&E)
2. AT&T
3. Comcast

### APPROACH/SCOPE OF SERVICES

QK will provide the client with the following services:

#### TASK 1.0 AT&T CONDUIT DESIGNS

QK will coordinate with AT&T to provide infrastructure design services only to include conduits, pull boxes, manholes, and other structures that may be related to relocations involving existing buried facilities, or the conversion from overhead to buried facilities. QK will not provide any cable designs or sizing, as this will be completed by AT&T staff.

The multi-step utility coordination will be a written and personal contact process.

We propose the following services to support the project:

- Preparation of conduit, pull box, and vault/manhole designs, per AT&T specifications, based on AT&T's direction, to support the overhead to underground conversion
- Relocation Drawings to be prepared in ACAD Civil 3D, Version 14, unless otherwise directed
- Meetings with AT&T Staff to include field meets, office meetings, and conference calls to gain approval of relocation designs, up to three (3) meetings are included
- Site visits/meetings with utility providers (PG&E/Comcast) as required to support the undergrounding designs, up two (2) meetings are included, City will be advised of all field meets so they may attend, if desired
- Obtain copy of PG&E underground design to aid in the preparation of the AT&T underground design
- Attend up to two (2) client meetings via teleconference or in person

The City of Madera to provide QK with copies of existing CAD files, for design purposes

#### Deliverables:

1. AT&T approved Rule 20B Design to be used by the placing contractor for the purpose of overhead to underground conversion.

2. Coordinate the receipt of utility contract and invoices, easement documents, and submit to the client for review and execution.
3. Coordinate receipt of PG&E's and Comcasts underground design, on behalf of the City.

**OPTIONAL SERVICES:**

**TASK 2.0 CONSTRUCTION COST ESTIMATES (OPTIONAL TASK)**

QK will assist the City in preparing an Engineering Estimate to include work required by the City's trenching agent. Items to include trenching, conduit sizes, utility pull boxes and concrete pads, for PG&E, AT&T and Comcast. The cost estimates will be based upon each utility providers Approved for Construction Drawings.

Each utility company will provide the City with a cost estimate for the work provided by their forces, which will include providing and placement of new cable and associated equipment, splicing, and removal of existing overhead facilities.

**TASK 3.0 UTILITY CONSTRUCTION SUPPORT SERVICES (OPTIONAL TASK)**

QK will be available to assist the City throughout the construction phase of the project if desired, and act as a liaison between the City's trenching agent and the utility providers.

**TASK 4.0 BIDDING ASSISTANCE (OPTIONAL TASK)**

QK staff will be available to assist the City with Bidding Assistance if requested. Scope and fee will be provided upon request.

**SCHEDULE**

QK understands that time is of the essence. The completion of the AT&T Underground Conduit Design will be dependent upon the receipt of the CAD files from the City, required documents and input from the utility providers, review timelines and approvals from AT&T and PG&E.

**FEE ESTIMATE**

Tasks 1.0 through 3.0 described above will be provided for the time and materials (T&M) amounts listed below. Task 4 can be added as a T&M amount upon request.

**COST ESTIMATE**

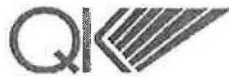
Task	Description	Fee Type	Fee Amount
1.0	AT&T Conduit Designs	T&M	\$31,850
2.0	Construction Cost Estimates (Optional)	T&M	\$3,750
3.0	Utility Construction Support Services (Optional)	T&M	\$6,500
4.0	Bidding Assistance (Optional)	T&M	Available upon request
Estimated Mileage and Reproduction Fees			\$680
Total Estimated Fee			\$42,780

**Notes:**

1. Expenses for reproduction, mailing, mileage, etc. are billed separately per our attached Charge Rate Schedule.
2. All fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.

# Charge Rate Schedule

Exhibit B



2010 Charge Rate Schedule	
<b>Technical Services</b>	
Project Assistant	\$88 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Analyst	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour
<b>Professional Services</b>	
<b>Engineering</b>	
Assistant Engineer	\$110 /hour
Associate Engineer	\$133 /hour
Senior Associate Engineer	\$156 /hour
Senior Engineer	\$180 /hour
Principal Engineer	\$199 /hour
<b>Planning/Environmental/Landscape Architecture</b>	
Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour
<b>Construction and Project Management</b>	
Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour
Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Project Manager	\$133 /hour
Senior Associate Construction/Project Manager	\$148 /hour
Senior Construction/Project Manager	\$165 /hour
Principal Project Manager	\$180 /hour
<b>Surveying</b>	
Assistant Surveyor	\$97 /hour
Associate Surveyor	\$110 /hour
Senior Associate Surveyor	\$133 /hour
Senior Surveyor	\$156 /hour
One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

**Expenses:**

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2010. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.