

RESOLUTION NO. 2019-039

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING KEISER AVENUE RECONSTRUCTION – PHASE
2A PROJECT (PROJECT NUMBER 2017-18), FINDING THE PROJECT CONSISTENT
WITH THE UNIVERSITY DISTRICT SPECIFIC PLAN ENVIRONMENTAL IMPACT
REPORT, APPROVING THE PLANS AND SPECIFICATIONS, AWARDING THE
CONSTRUCTION CONTRACT TO MICHAEL O'SHAUGHNESSY CONSTRUCTION,
INC., APPROVING TASK ORDER NO. 2019-04 FOR CONSTRUCTION
MANAGEMENT SERVICES BY GHD, APPROVING A BUDGET AMENDMENT, AND
RELATED ACTIONS**

WHEREAS, the Development Agreement by and between the City and the University District LLC and Vast Oaks L.P. (University District Developer) requires the Developer to reconstruct Keiser Avenue, or fund the City's reconstruction of Keiser Avenue; and

WHEREAS, the Conditions of Approval for the Bristol Development require the Signature Homes (the Bristol Developer) construct offsite sewer improvements in Keiser Avenue and Snyder Lane, or fund the City's construction of these improvements with the Keiser Avenue Reconstruction Project; and

WHEREAS, City staff has identified the need to make improvements to its existing sewer collection system adjacent to the work required by the Keiser Avenue Reconstruction Project; and

WHEREAS, the Keiser Avenue Reconstruction Project – Phase 2A, Project Number 2017-18 (Project) includes the installation of new sanitary sewer in Snyder Lane (from Hinebaugh Creek to Keiser Avenue) and in Keiser Avenue, installation of new storm drain in Snyder Lane (from Circulo Grande to Keiser Avenue) and in Keiser Avenue, retrofitting of existing sanitary sewer structures and piping near Hinebaugh Creek, and attendant clearing, grubbing, demolition, grading and repaving; and

WHEREAS, the Keiser Avenue Project was included in the 2006 Program Environmental Impact Report for the University District and subsequent addenda (University District EIR); and

WHEREAS, the City has evaluated the Keiser Avenue Reconstruction Project – Phase 2A with respect to the University District EIR and determined it to be consistent with the University District EIR; and

WHEREAS, the City will require construction to be performed in compliance with any applicable mitigation measures set forth in the University District EIR; and

WHEREAS, the plans and specifications for the Project were prepared by a City consultant, and reviewed by Development Services Staff; and

WHEREAS, in accordance with the Public Contract Code, an invitation for bids was posted/published on March 15, 2019 for the Project; and

WHEREAS, three bids were received on the bid opening date of April 15, 2019; and

WHEREAS, Development Services staff determined that Michael O'Shaughnessy Construction, Inc. submitted the lowest cost base bid and is the lowest responsive and responsible bidder with an amount of \$1,899,800.00; and

WHEREAS, staff does not have the capacity to provide construction management services for the Project, and GHD, Inc. is qualified and familiar with the Project as both the lead designer and the construction manager for Phase 1; and

WHEREAS, staff obtained a proposal and prepared Task Order Number 2019-04 for construction management services by GHD, Inc. for the Project and determined their scope and fee of \$238,840 to be appropriate given the construction scheduling and complexities; and

WHEREAS, the City's approved 2018-19 Capital Improvement Program includes a the Keiser Avenue Reconstruction Project with funding identified from developer fees; and

WHEREAS, the approved budget requires an amendment to add \$76,153.00 in funding from the City's Sewer Utility Fund to the Keiser Avenue Reconstruction – Phase 2A Project for the existing sewer collection system improvements identified by staff.


NOW, THEREFORE the City Council of the City of Rohnert Park does hereby resolve, determine, find and order as follows:

1. The above recitals are true and correct and material to this Resolution.
2. The Keiser Avenue Reconstruction Project – Phase 2A (Project Number 2017-18) has been analyzed in the University District EIR, and the City Council determines that the project is consistent with the University District EIR and will not have any project-specific significant effects, and approves the Keiser Avenue Reconstruction – Phases 2 & 3 UDSP EIR Consistency Review document on file with the City Clerk.
3. The plans and specifications for the Keiser Avenue Reconstruction Project – Phase 2A (Project Number 2017-18), on file with the City Clerk, are hereby approved and adopted.
4. In making its findings the City Council relied upon and hereby incorporates by reference all of the bid materials, correspondence, staff reports and all other related materials.
5. In accordance with California Public Contract Code Section 20160 and any other applicable laws, the City Council of the City of Rohnert Park hereby finds the bid of Michael O'Shaughnessy Construction, Inc. for the Project to be the lowest, responsive bid and waives any irregularities in such bid in accordance with applicable law.
6. The City Manager is hereby authorized and directed to execute the contract with Michael O'Shaughnessy Construction, Inc. in substantially similar form to *Exhibit A*, which is attached hereto and incorporated by this reference, for the sum of one million, eight hundred ninety-nine thousand, eight hundred dollars and zero cents (\$1,899,800.00) for construction of the Project in accordance with the bid documents and applicable law upon submission by Michael O'Shaughnessy Construction, Inc. of all documents required pursuant to the Project bid documents.
7. The City Manager is hereby authorized to execute change orders in an amount not to exceed 30% of the base bid plus add bid alternative, or five hundred seventy-three thousand, eight hundred forty dollars and zero cents (\$573,840.00).
8. City staff is hereby directed to issue a Notice of Award to Michael O'Shaughnessy Construction, Inc. for this project.
9. The City Manager is hereby authorized and directed to execute the Task Order 2019-04 with GHD, Inc. in substantially similar form to *Exhibit B*, which is attached hereto and incorporated by this reference, for the sum of two hundred thousand thirty-eight, eight hundred forty dollars and zero cents (\$238,840.00) for construction management services for the Project.

10. The Finance Director is hereby authorized to appropriate funds for Fiscal Year 2018-19 in the amount of \$76,153.00 from the Sewer utility Fund to fund the Project.
11. The Finance Director is hereby authorized to make administrative adjustments necessary to process these amendments in accordance with generally accepted accounting principles.
12. This Resolution shall become effective immediately.
13. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Rohnert Park hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section, subsection, clause, sentence, phrase or other portion may be held invalid or unconstitutional.

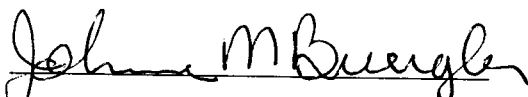
DULY AND REGULARLY ADOPTED this 23rd day of April, 2019.

CITY OF ROHNERT PARK



Gina Belforte, Mayor

ATTEST:


JoAnne M. Buergler, City Clerk

Attachments: Exhibit A and Exhibit B

ADAMS: Aye MACKENZIE: Aye STAFFORD: Aye CALLINAN: Aye BELFORTE: Aye
AYES: (5) NOES: (\emptyset) ABSENT: (\emptyset) ABSTAIN: (\emptyset)

Attachment A

C O N T R A C T

KEISER AVENUE RECONSTRUCTION PROJECT - PHASE 2A
PROJECT NO. 2017-08

THIS AGREEMENT, made and entered into this 23rd day of April, 2019, by and between Michael O'Shaughnessy Construction, Inc., hereinafter called "Contractor", and the City of Rohnert Park, hereinafter called "City".

W I T N E S S E T H :

WHEREAS, the City Council of said City has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW, THEREFORE, IT IS AGREED, as follows:

1. Scope of Work: The Contractor must perform all the work and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the Resolution adopted by the City Council of said City on April 23, 2019, the items and quantities of which are more particularly set forth in the Contractor's bid therefor on file in the office of the City Clerk, except work to be performed by subcontractors as set forth in the Contractor's bid and for which the Contractor retains responsibility.

2. Time of Performance and Liquidated Damages: The Contractor must begin work within fifteen (15) calendar days after official notice by the City Engineer to proceed with the work and must diligently prosecute the same to completion within 165 calendar days of that Notice. The Contractor acknowledges and agrees that time is of the essence with respect to Contractor's work and that Contractor shall diligently pursue performance of the work.

In the event the Contractor does not complete the work within the time limit so specified or within such further time as said City Council must have authorized, the Contractor must pay to the City liquidated damages in the amount of FIVE HUNDRED DOLLARS (\$500) per day for each and every day's delay in finishing the work beyond the completion date so specified. Additional provisions with regard to said time of completion and liquidated damages are set forth in the specifications, which provisions are hereby referred to and incorporated herein by reference.

3. Payments: Payments will be made by City to the Contractor for said work performed at the times and in the manner provided in the specifications and at the unit prices stated in Contractor's bid.

The award of the contract is for a total amount of \$1,899,800.00.

4. Component Parts and Interpretation: This contract must consist of the following documents, each of which is on file in the office of the City Clerk and all of which are incorporated herein and made a part hereof by reference thereto:

- a) This Agreement
- b) Notice Inviting Sealed Proposals
- c) Instruction and Information to Bidders
- d) Accepted Proposal, with all attachments and certifications

- e) Faithful Performance Bond
- f) Labor and Material Bond
- g) Special Provisions
- h) Standard Specifications
- i) Technical specifications
- j) Design Standards
- k) Plans, Profiles and Detailed Drawings

In the event of conflict between these documents, the following order of precedence will govern: this contract; change orders; supplemental agreements and approved revisions to plans and specifications; special conditions; standard specifications; detail plans; general plans; standard plans; reference specifications. In the absence of a controlling or contrary provision in the foregoing, the *Standard Specifications* (2010 edition) of the California Department of Transportation shall apply to this project.

5. Independent Contractor. Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

6. Prevailing Wages: Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract will be on file in, and available at, the office of the Director at 601 Carmen Drive, Camarillo, California 93010.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.)

Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$200.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not

less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

7. Hours of Labor: Contractor acknowledges that under California Labor Code sections 1810 and following, eight hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810.

8. Apprentices: Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

Section 1777.5, as amended, requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases must not be less than one to five except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- B. When the number of apprentices in training in that area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the assignment of an apprentice to any work performed under a public works Contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large, or if the specified task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman, or
- E. When the Contractor provides evidence that he employs registered apprentices on all of his Contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship program if he employs registered apprentices or journeymen in any apprenticeable

trade on such Contracts and if other Contractors on the public works site are making such contributions.

The Contractor and any Subcontractor under him must comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. .

9. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A contractor must not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter. "

10. Workmen's Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and must for that purpose obtain and keep in effect adequate Workmen's Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

11. Indemnity and Insurance: To the fullest extent permitted by law, Contractor must indemnify, hold harmless, release and defend City, its officers, elected officials, employees, agents, volunteers, and consultants from and against any and all actions, claims, demands, damages, disability, losses, expenses including, but not limited to, attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Contractor, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by Contractor including subcontractors hired by the Contractor in the performance of this Agreement excepting liabilities due to the active negligence of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Contractor and must continue to bind the parties after termination/completion of this Agreement.

Contractor shall procure and maintain throughout the time for performance of the work under this Contract the insurance required by the Special Provisions. The requirement that Contractor procure and maintain insurance shall in no way be construed to limit the Contractor's duty to indemnify City as provided in the paragraph above.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

12. City Right of Termination and Right to Complete the Work. The City may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority. In addition, the occurrence of any of the following is a default by Contractor under this Contract:

- A. Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
- B. Contractor fails to complete the Work on time.
- C. Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
- D. Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
- E. Contractor fails to make prompt payment to any subcontractor or for material or labor.
- F. Contractor fails to abide by any applicable laws, ordinances or instructions of City in performing the Work.
- G. Contractor breaches or fails to perform any obligation or duty under the

Contract.

Upon the occurrence of a default by Contractor, the Director will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to City for the correction or elimination of such default are made, as determined by City, City may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In event of any such termination, City will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give City written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, City may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to City for any and all excess costs or other damages incurred by City in completing the Work.

If City takes over the Work as provided in this Section, City may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

13. Substitution of Securities for Withheld Amounts: Pursuant to California Public Contracts Code Section 22300, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and sole expense of the Contractor,

securities equivalent to the amount withheld must be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who must pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section must include those listed in the California Public Contracts Code Section 22300 or bank or savings and loan certificates of deposit. The Contractor must be the beneficial owner of any securities substituted for moneys withheld and must receive any interest thereon.

Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Any escrow agreement entered into pursuant to this section must contain as a minimum the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of the Contractor; and
- c. The termination of the escrow upon completion of the contract.

14. General Provisions

A. Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

B. Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

C. Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

D. Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.

E. Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

F. Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic

transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

G. Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

H. Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

I. Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

J. Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Sonoma. In the event of litigation in a U.S. District Court, venue will be in the Northern District of California.

IN WITNESS WHEREOF, the City of Rohnert Park has caused these presents to be executed by its officers, thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

CITY OF ROHNERT PARK

MICHAEL O'SHAUGHNESSY
CONSTRUCTION, INC.

City Manager Date
Per Resolution No. 2019-_____ adopted by the Rohnert Park
City Council at its meeting of April 23, 2019.

Name/Title Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Attachment B

GHD, INC. TASK ORDER NO. 2019-04

**CITY OF ROHNERT PARK
AND
GHD, INC.**

**AUTHORIZATION TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR KEISER
AVENUE RECONSTRUCTION – PHASE 2A, PROJECT NO. 2017-18**

SECTION 1 – PURPOSE

The purpose of this Task Order is to authorize and direct **GHD, Inc.** to proceed with the work specified in Section 2 below in accordance with the provisions of the MASTER AGREEMENT between the City of Rohnert Park ("City") and **GHD, Inc.** ("Consultant") hereto dated **July 12, 2016**.

SECTION 2 – SCOPE OF WORK

The items authorized by this Task Order are presented in Exhibit "A" - Scope of Services.

SECTION 3 – COMPENSATION AND PAYMENT

Compensation shall be as provided in the MASTER AGREEMENT between the parties hereto referenced in SECTION 1 above. The total cost for services as set forth in SECTION 2 shall be actual costs (time and materials) based on Consultants' standard labor charges in accordance with the provisions of the MASTER AGREEMENT and as shown in Exhibit "B" in an amount not-to-exceed two hundred thirty-eight thousand, eight hundred forty dollars and zero cents (\$238,840.00).

SECTION 4 – TIME OF PERFORMANCE

The work described in SECTION 2 shall be completed by December 31, 2019, or as extended by the City Manager.

SECTION 5 – ITEMS AND CONDITIONS

All items and conditions contained in the MASTER AGREEMENT for construction management services between City and Consultant are incorporated by reference.

Approved this _____ day of _____, 2019.

CITY OF ROHNERT PARK

GHD, INC.

Darrin Jenkins, City Manager (Date)

By: (Date)

Per Resolution No. 2019-_____ adopted by the
Rohnert Park City Council at its meeting
of April 23rd, 2019.

Title:

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



EXHIBIT A

April 2, 2019

City of Rohnert Park
Public Works Department
Attn: Mrs. Liane Ware
130 Avram Avenue
Rohnert Park, CA 94928

RE: Construction Management Services for Keiser Ave Reconstruction Project Phase 2A

Dear Liane:

Thank you for providing GHD the opportunity to submit our proposal for construction management services for the Keiser Ave Reconstruction Project Phase 2A. We are excited about the prospect of working with you again (with primarily the same team), as the Phase 1 Keiser project was a success in our book. We found that the communication between all parties was just exceptional. We were able to work together to quickly provide answers and resolve any issues to keep the Contractor moving forward and avoid costly delays. We performed some of the CM/Inspection duties concurrently to help reduce our fee, and were still able to complete the project on time and on budget (with no claims). We are familiar with the project site (existing and new utilities), key personnel, and the processes and procedures of the City of Rohnert Park. Our GHD CM team has an intimate knowledge of the proposed improvements of this contract as we have been involved during the design process for constructability reviews.

Our proposal is based on our understanding of the project and Rohnert Park's need to supplement City staff. We recognize that the City is looking for a highly qualified consultant to provide efficient construction management services, maintain effective coordination with City staff, and communicate with members of the public regarding the project as needed.

Background

With an upcoming bid date of April 23, 2019, the Keiser Ave Phase 2A project has an Engineer's Estimate of about \$2,000,000 (w/ contingency).

The project's scope for construction includes the following:

- Dewatering System
- Removal of existing sewer and storm drain facilities,
- Removal of existing trees, fencing, housing structures, and a well abandonment (Creath Property),
- New Sanitary Sewer Main improvements, and rehab of existing structures,
- New Storm Drain Improvements,
- Trench restoration paving and pavement markings.
- Repairs to traffic loops.

Scope of Work

The City requested a scope of work and fee schedule for part time construction management and inspection services for this project.

GHD

2235 Mercury Way Suite 150 Santa Rosa California 95407 USA
T 707 523 1010 F 707 527 8679 W www.ghd.com

REGISTERED COMPANY FOR
ISO 9001
ENGINEERING DESIGN



The critical issues of the project that we currently see are:

- **Traffic Control:** During peak pickup/drop off times at the adjacent school, pedestrian and vehicular traffic becomes very heavy on Snyder Lane. Working within the restricted working hours of the contract while school is in session is imperative to minimize the impact to the public.
- **Project Coordination:** It is critical to expedite the submittal review and ordering of the sanitary sewer structures so that they arrive quickly after school gets out on June 1st. We will then need to work extended hours to take advantage of the summer break, to complete the Snyder Lane Sewer improvements before school resumes in early August. (Some overtime is budgeted as part of construction observation.)
- **Deep Utilities/High ground water:** The existing conditions can be a recipe for trench failures (cave-ins), which can result in a very slow production, unsafe conditions, and increased costs. GHD will work closely with the Contractor to confirm that the proposed dewatering system is adequate, and that all safety precautions are being taken.

We have budgeted for full time Construction Inspection and part time Construction Management to supplement City Staff. The anticipated construction period is 165 calendar days. Allowing time for mobilization, we anticipate 105 days of field work. GHD will perform the following tasks.

Task 1 Project Management

1.1 – Management of GHD Services. GHD project management will include preparation and maintenance of budgets and schedules for GHD services, instructions to the GHD Team, preparation of field safety instructions, and routine progress reporting.

Task 2.0 – Contract Administration

- 2.1 Project Coordination.** Meet with City staff to discuss and coordinate issues with the project. This will be accomplished by site visits, project meetings, phone conversations, and email updates of the activities that occurred. Public outreach will include; talking to the impacted residents, businesses, and working with the City's outreach consultant.
- 2.2 Prepare and Conduct Pre-Construction Meeting.** The pre-construction meeting will include the City, the Designer, contractor, and major subcontractors. The CM will prepare the agenda, meeting minutes, and a list of contact information for key personnel from each agency to be contacted in the event of an emergency.
- 2.3 Project Meetings.** Prepare and run meetings with City staff, Contractor, and other stakeholders.
- 2.4 Schedule Management.** Review the Contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity durations and sequence. Review the schedule with the City and monitor the Contractor's progress against the schedule.
- 2.5 Maintain Project Records.** Maintain GHD project records, including daily logs, and photos. Prepare progress pay estimates, PCO's and change orders, issues, RFIs and other correspondence. Project records will be maintained in an organized manner for quick reference and are accessible to City staff as requested.



- 2.6 Review Monthly Progress Payments.** Evaluate the monthly progress payment requests from the Contractor and recommend payment.
- 2.7 Prepare Monthly Progress Report.** A brief report of monthly activities will be prepared and transmitted to the City.
- 2.8 Requests for Information (RFI's) and Requests for Clarifications (RFC's).** Facilitate the review and response to RFI and RFC requests by the Contractor.
- 2.9 Potential Change Orders (PCO's) and Change Orders.** Facilitate the review of PCO's and Change Orders, assist with determination of changed conditions and scope definition as needed.
- 2.10 Coordinate Submittal and Shop Drawing Review Process.** Coordinate the submittal and shop drawing review process, including logging submittals from the Contractor, transmitting to Design Engineer for response, coordinating with Design Engineer on field status, tracking progress, reviewing responses, and transmitting responses to the Contractor.
- 2.11 Permits Compliance.** Monitor contractors operation with respect to the permit requirements.
- 2.12 Monitor Construction Record Drawings.** Coordinate with the Contractor and maintain our own as-built drawings. Provide redlines to the City when complete.
- 2.13 Claims Management (optional service).** GHD will assist with Claims Management at the request of the City on a time and materials basis.
- 2.14 Field Inspection/Observation.** Provide full-time, on-site construction inspector/observer to monitor the Contractor's work for compliance with the contract documents, submittals, RFI's, change orders, and coordination with businesses and residences along the route.
- 2.15 Photograph or Video Documentation.** Provide photographs or videos of the pre-construction conditions, as well as during construction to document the work.
- 2.16 Field Changes.** Coordinate with City and Contractor and write field directives for change conditions.
- 2.17 Daily Reports.** Prepare Daily Observation Reports. The daily reports will include photographs and material tags.
- 2.18 Materials Testing Coordination.** Coordinate with the County Materials Laboratory.
- 2.19 Project Completion and Punch List.** Schedule a site review to be attended by the City, GHD, and other required stakeholders to conduct final completion inspections prior to issuing a punch list.
- 2.20 Compile Project Documents.** Will be provided through ongoing correspondence with the City; daily inspection/observation notes can be provided daily to the City. Documentation will be in electronic format.
- 2.21 Final Pay Estimate.** Prepare the final pay estimate, Notice of Completion, and coordinate retention release at the conclusion of construction.

Assumptions

- 1. GHD does not supervise or direct Contractor's Work. Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
- 2. Contractor is responsible for job site safety.



3. Contractor will not be relieved of obligations to perform Work in accordance with the Contract Documents either by activities or duties of Construction Management staff, or by tests, inspections, or approvals required or performed by persons other than Contractor.
4. County Materials Laboratory is supplying the testing.
5. Contractor is responsible for obtaining a City Encroachment Permit.

Compensation

GHD proposes to perform the scope of services on an hourly rate, time and materials basis in accordance with our Standard Fees and Conditions. The proposed fee estimate for the scope of services is \$238,840.

The total "not-to-exceed" fee will not be exceeded without written authorization by the City. The individual task fees may be adjusted without written authorization provided the adjustments stay within the total "not-to-exceed" limit.

Schedule

GHD proposes to perform the scope of services immediately upon receipt of written Notice-to-Proceed.

Please do not hesitate to contact us if you have any questions or need additional information.

Kind regards,
GHD Inc.

A handwritten signature in black ink, appearing to read "Tim Dillenburg", with a stylized flourish at the end.

Tim Dillenburg,
Construction Manager
M: 707-480-1531 E: Tim.Dillenburg@ghd.com

Attachment: Fee Estimate, Pre-Bid CM Project Schedule

EXHIBIT B - PROJECT FEE ESTIMATING SHEET

PROJECT NAME: Kaiser Ave Reconstruction Project 2A
 PREPARED BY: Tim Dillenbury
 PROJECT # 2017-18
 Date 3/1/2019
 CLIENT: Roanoke Park
 SHT # 1 of 1
 On-Site Inspector Tim Dillenbury/
 Construction Manager Tim Dillenbury/
 Principal In Charge Bill Silva

LABOR CATEGORY> TASK	Principal in Charge \$210 /HR	Construction Manager \$120 /HR	Project Coord \$120 /HR	Lead Inspector \$165 /HR	TOTAL HOURS/ GHD fee	Subconsultant Services \$6/hr office \$17/hr field	Other Direct Costs	TOTAL FEE
Task 1 Project Management								
Task 1.1 Overall Project Management	\$ 1,680	\$ 2,775	\$ -	\$ -	23	\$ 4,455	\$ 138	\$ 4,593
Sub-Total	\$ 1,680	\$ 2,775	\$ -	\$ -	23	\$ 4,455	\$ 138	\$ 4,593
Task 2 Contract Management								
Task 2.1 Provide Project Coordination	\$ -	\$ 11,655	\$ 4,320	\$ -	99	\$ 15,975	\$ 594	\$ 16,569
Task 2.2 Prepare and Conduct Preconstruction Meeting	\$ -	\$ 1,110	\$ 480	\$ 660	14	\$ 2,250	\$ 84	\$ 2,334
Task 2.3 Conduct and Document Project Meetings	\$ -	\$ 3,885	\$ 2,520	\$ -	42	\$ 6,405	\$ 252	\$ 6,657
Task 2.4 Review Contractors Construction Schedule	\$ -	\$ 1,850	\$ -	\$ -	10	\$ 1,850	\$ 60	\$ 1,910
Task 2.5 Maintain Project Records	\$ -	\$ 2,220	\$ 2,520	\$ -	33	\$ 4,740	\$ 188	\$ 4,928
Task 2.6 Review and Evaluate Monthly Progress Payments	\$ -	\$ 2,580	\$ 840	\$ -	21	\$ 3,420	\$ 126	\$ 3,556
Task 2.7 Prepare Monthly Progress Reports	\$ -	\$ 1,110	\$ 720	\$ -	12	\$ 1,830	\$ 72	\$ 1,902
Task 2.8 Respond to RFI's and Issue RFC's	\$ -	\$ 1,110	\$ 720	\$ -	12	\$ 1,830	\$ 72	\$ 1,902
Task 2.9 Prepare POC's and Change Orders	\$ -	\$ 1,480	\$ 480	\$ -	12	\$ 1,960	\$ 72	\$ 2,032
Task 2.10 Coordinate Submittal and Shop Drawing Review	\$ -	\$ -	\$ 1,440	\$ -	12	\$ 1,440	\$ 72	\$ 1,512
Task 2.11 Monitor Permit Compliance	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 2.12 Monitor Construction Record Drawings	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 2.13 Perform Claims Management	\$ -	\$ 740	\$ -	\$ -	4	\$ 740	\$ 24	\$ 764
Sub-Total	\$ -	\$ 27,750	\$ 14,040	\$ 660	211	\$ 42,450	\$ 1,826	\$ 44,076
Task 2.14 Provide Field Inspection/Observation	\$ -	\$ -	\$ -	\$ 900	800	\$ 153,450	\$ 9,900	\$ 163,350
Task 2.15 Prepare Photograph and Video Documentation	\$ -	\$ 740	\$ -	\$ 1,320	12	\$ 2,060	\$ 72	\$ 2,132
Task 2.16 Field Changes	\$ -	\$ 7,770	\$ -	\$ -	42	\$ 7,770	\$ 252	\$ 8,022
Task 2.17 Prepare Daily Observation Reports	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 2.18 Materials Testing	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 2.19 Develop Punchlists	\$ -	\$ 740	\$ 120	\$ 660	9	\$ 1,520	\$ 54	\$ 1,574
Task 2.20 Complete Final Documents	\$ -	\$ 1,850	\$ 720	\$ -	16	\$ 2,570	\$ 96	\$ 2,666
Task 2.21 Prepare Final Pay Estimates	\$ -	\$ 1,110	\$ 120	\$ -	7	\$ 1,230	\$ 42	\$ 1,272
Sub-Total	\$ -	\$ 12,210	\$ 960	\$ 155,430	888	\$ 168,600	\$ 10,416	\$ 179,016
Contingency								
	\$ 1,680	\$ 42,735	\$ 15,000	\$ 156,090	1,280	\$ 215,505	\$ 12,186	\$ 238,840
Project Totals								
	\$ 1,680	\$ 42,735	\$ 15,000	\$ 156,090	1,280	\$ 215,505	\$ 12,186	\$ 238,840

* OTHER DIRECT COSTS include: Telephone, Mileage, Printing, Photo-copies and other misc. direct expenses.