

RESOLUTION NO. 2014 - 076A

RESOLUTION OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT WITH GHD, INC., FOR EASTSIDE TRUNK SEWER, PHASE III, AND SNYDER LANE WIDENING PROJECT NO. 2014-01

WHEREAS, the City of Rohnert Park General Plan and Public Facilities Finance Plan include projects for Eastside Trunk sewer, widening Snyder Lane and widening the Snyder Lane Bridge at Copeland Creek; and

WHEREAS, the City of Rohnert Park has contracted with Winzler and Kelly (now GHD Inc.) for studies, design, and phasing of the Eastside Trunk sewer since 2004; and

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the city's purchasing functions shall be governed by the city's purchasing policy; and

WHEREAS, consistent with the Purchasing Policy Section 3.6.6(D), the City has awarded contracts to Winzler and Kelly (now GHD) on a sole source basis due to their expertise and extensive knowledge of the Eastside Trunk sewer; and

WHEREAS, City and GHD, Inc., are parties to that certain agreement entitled "*Design Professional Services Agreement*" dated February 11, 2014, ("Agreement"), for the amount of \$377,488.00 authorized per City Resolution 2014-010.

WHEREAS, input from key stakeholders resulted in substantial changes to the scope of the original design, City and Consultant now desire to enter into this First Amendment to provide for additional design services, including new requirements of the School District, undergrounding of utilities, and significant storm drain replacement/LID for the Eastside Trunk Sewer, Phase III (City Project 2014-01).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AS FOLLOWS:

Section 1. Recitals. That the above recitations are true and correct and material to this Resolution.

Section 2. Environmental Clearance. That the adoption of this Resolution and accompanying Amendment are exempt from review under the California Environmental Quality Act because the activity in question is not a project as defined under CEQA Guidelines Section 15378 in that there is no potential that the activity will result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

All phases of the Eastside Trunk Sewer project were reviewed pursuant to CEQA. The project's Mitigated Negative Declaration (State Clearinghouse # 2006042169) was adopted by the City Council on July 11, 2006. An Addendum to this Mitigated Negative Declaration was filed by the City on January 30, 2007, addressing the addition of improvements to the intersection of Rohnert Park Expressway and Snyder Lane to the Eastside Trunk Sewer project.

Section 3. Agreement. That the First Amendment to the Agreement between GHD, Inc., and the City of Rohnert Park is hereby authorized and approved in an amount not to exceed an additional One Hundred Seventeen Thousand Three Hundred Ninety-two dollars (\$117,392.00).

Section 4. Authorization. That the City Manager is hereby authorized and directed to take all actions to effectuate the Amendment for and on behalf of the City of Rohnert Park, including execution if necessary, in substantially similar form to the First Amendment attached hereto as Exhibit "A" and incorporated by this reference, subject to minor modifications by the City Manager or City Attorney.

DULY AND REGULARLY ADOPTED this 8th day of July, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk

Attachment: Exhibit A-1st Amendment

BELFORTE: AYE MACKENZIE: AYE STAFFORD: AYE AHANOTU: AYE CALLINAN: AYE
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

EXHIBIT "A"

**FIRST AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT WITH
GHD, INC. FOR THE EASTSIDE TRUNK SEWER, PHASE III,
AND SNYDER LANE WIDENING PROJECT NO. 2014-01**

This First Amendment to the Agreement between the City of Rohnert Park ("City") and GHD, Inc., ("Consultant") for additional services ("First Amendment") is entered into as of the 8th day of July, 2014, ("Effective Date"), by and between City and Consultant.

RECITALS

- A. City and Consultant are parties to that certain Agreement entitled "*Design Professional Services Agreement Re: Eastside Trunk Sewer, Phase III, and Snyder Lane Widening Project No. 2014-01*" dated February 11, 2014, and authorized through Resolution No. 2014-010 approved by the City Council on February 11, 2014, for the amount of \$377,488.00.
- B. City and Consultant now desire to enter into this First Amendment to provide for additional work as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

1. Scope of Services. In addition to the services provided under the Agreement, Consultant shall provide additional services as described in the attached Exhibit A.
2. Compensation. Consultant shall perform the services described in this First Amendment for a total not-to-exceed amount of \$117,392.00, thus increasing the total cost of the Agreement to \$494,880.00.
3. Agreement in Effect. Except as amended by this First Amendment, the Agreement shall remain in full force and effect.
4. Counterpart Signatures. This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the date first written above.

CITY OF ROHNERT PARK:

By: _____ / _____
Darrin Jenkins, City Manager (Date)
Per Resolution No. 2014-____ adopted by the Rohnert Park
City Council at its meeting of July 8, 2014

ATTEST:

JoAnne M. Buergler, City Clerk

APPROVED AS TO FORM:

City Attorney

GHD, INC.:

By: _____ / _____
Name: _____ (Date)
Title: _____

By: _____ / _____
Name: _____ (Date)
Title: _____



June 9, 2014

Exhibit A to
Amendment 1

Ref: 840900458

Mr. Patrick Barnes, PE
Deputy City Engineer
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

**RE: Eastside Trunk Sewer Phase 3 and Snyder Lane Widening
Design Phase – Amendment 1 – Additional Services**

Dear Pat,

GHD performed design and environmental services up to 2007 on the Eastside Trunk Sewer (ESTS) Phase 3 and Snyder Lane Widening Project (the "Snyder Lane Project") up to a level of approximately 65%. In February of 2014, the City re-contracted with GHD to complete the design and permitting services on the project assuming that the original design elements would remain and would advance through to construction. The 2014 contract included design phase services, including: utility and road design, environmental review, permitting, and outreach. The contract also included a validation task to confirm the validity of the original project elements and reach out to key stakeholders, Rancho Cotate Unified School District and PG&E. As a result of these collective efforts and further discussions with the City, numerous revisions were identified that have substantially changed the scope of the original design.

The major changes in the project scope discovered during the Snyder Lane Project validation effort are related to new requirements of the School District, undergrounding of utilities, and significant storm drain replacement/LID.

- School District: The design must address relocation and redesign of the traffic signal/intersection at Rancho Cotate High School based on coordination with the School District. A complete redesign of the campus is pending and the School District requested realignment of the primary access drive to conform to those future master-planned improvements. New efforts also include grading into the school site, parking layout, circulation coordination, revised landscape design, and LID integration.
- Utility Undergrounding: The design must be coordinated and revised to integrate undergrounding of existing overhead utilities (PG&E/AT&T/Comcast). To maintain the existing schedule, GHD already provided support services and information to complete the application process with PG&E. GHD also provided exhibits, data and other support to complete a Public Hearing for the Utility Underground District formation, which is required for any utility to begin work on the project. This effort will also include relocation of PG&E/utility vault(s) north of Copeland channel.
- Storm Drain Utilities/LID: There are three existing 36-inch storm drains that are parallel and east of Snyder Lane. Once the road widening occurs, these cast-in-place pipe storm drains will be under the travel way, the LID system and street trees. The ability of these pipelines to safely support future loadings is unknown, the lines are heavily sedimented, there is a high likelihood for



erosion around failing joints, and root intrusion. To address this, the City has requested that the lines be replaced and relocated as necessary to coordinate with other project surface and underground improvements.

In addition to these supplemental efforts on the Snyder Lane Project and based on efficiencies and proximity, the City identified the need for design and environmental services for the adjacent Community Center Parking Lot. This City-programmed CIP project has a total budget of \$1.5M and includes pavement grinding, limited dig-outs, paving, striping, and ADA ramps adjacent to new paving. At the City's request, GHD will be performing survey, geotechnical investigation, pavement design, grading, and environmental compliance services to complete this additional project work.

To address the additional elements and project work noted above, the following tasks from the original scope of services have been updated to incorporate supplemental scope language. The associated effort and fee is provided in Attachment 1.

Basic Scope of Services

Task 2 – Environmental Compliance and Permitting

Task 2.1 Permitting

The additional project area and construction activities related to the pavement rehabilitation of the adjacent Community Center parking lot will be reviewed to determine the appropriate and adequate type of CEQA compliance for this activity. Based on the conceptual information provided thus far, CEQA compliance could consist of a Categorical Exemption or an addendum to the Mitigated Negative Declaration previously adopted by the City for the Eastside Trunk Sewer and Snyder Lane Widening projects. The attached fee estimate covers either option. Upon review of more detailed project plans, if it is determined that the pavement rehabilitation would not qualify for either option of CEQA compliance, GHD will provide the City a memorandum presenting its determination and rationale, as well as an amended scope of work and fee estimate to conduct the alternate appropriate CEQA analysis for this activity (e.g., independent Mitigated Negative Declaration, Environmental Impact Report). This scope assumes that this rehabilitation project would require no resource permits from – or consultation with – local, state, or federal agencies having jurisdiction over environmental resources.

Task 3 – Geotechnical Engineering

Task 3.2 Pavement and Bridge Design

Additional geotechnical investigation and design related to the pavement rehabilitation of the adjacent Community Center parking lot will be required. Consultant will retain the services of RGH Consultants to perform supplemental geotechnical investigations for the proposed parking lot rehabilitation project. The geotechnical investigation will include up to 3 soil borings and recommendations regarding pavement overlay strategies and R-values for pavement design.

Task 5 – Supplemental Surveys

Consultant will prepare supplemental field surveys to support preparation of the contract drawings. It is assumed that up to 3 days in the field will be required to address the additional parking lot area. It is anticipated that the parking lot rehabilitation will be limited to the asphalt concrete surface areas and replacement of a portion of the existing ADA ramps within the Community Center parking lot area.



Task 6 – Preparation of Plans, Specifications, and Estimates

Scope of work for this task is the same, however there is additional effort required to complete the elements above.

Task 7 – Project Management and QAQC

Scope of work for this task is the same, however there is additional effort required to complete the elements above.

Task 8 – Outreach and Coordination

Scope of work for this task is the same, however there is additional effort required to complete the elements above.

Assumptions and Exclusions

Assumptions and Exclusions noted in the original scope of work apply to this amendment.

Project Schedule

The estimated project schedule is shown on the following page. Due to the tight schedule, GHD is continuing to work toward project completion and will provide a Validation Technical Memorandum with exhibits by June 13, 2014. Notice to proceed for this contract amendment is anticipated by July 8, 2014 (City Council).

Construction could take about 12 months, so two construction seasons or a mid-construction shutdown might be considered.

Activity/Task	Date
Validation Tech Memo	June 13, 2014
75% Design Complete	August 15, 2014
City Staff Review (2 weeks)	August 29, 2014
90% Design Complete (8 weeks)	October 24, 2014
City Staff Review (2 weeks)	November 7, 2014
Permits Received	Late December 2014
Final Design Complete (6 weeks)	December 21, 2014
<i>Bid Advertisement/Opening</i>	<i>January - February 2015</i>
<i>Award Contract</i>	<i>March 2015</i>
<i>Construction NTP (preliminary estimate)</i>	<i>March 2015</i>
<i>Construction Submittal Review</i>	<i>March/April 2015</i>
<i>Construction Begins</i>	<i>April 2015 *</i>

Project Team

The following GHD personnel are assigned as project or technical leads for this project:

- Project Director – Matt Winkelman, PE
- Project Manager (Traffic/Transportation) – Bill Silva, PE
- Senior Engineer (Traffic/Transportation) – Bill Silva, PE



- Senior Engineer (Utilities) – Matt Winkelman, PE
- Permitting – Dave Davis, AICP
- Project Coordinator – Terrie Zwillinger
- QA/QC Lead – Alex Culick, PE
- Geotechnical Engineer (road section) – RGH Consultants
- Landscape Architect – Quadriga

Fee Estimate

The estimated fee for the additional professional services described above is \$149,892. Since the original contract provided for \$32,500 in contingency and it is understood that this contingency will now be applied, the fee for the Basic Scope of Services included in Amendment No. 1 is \$117,392. See attachment for breakdown of the estimated fee.

Closing

Please don't hesitate to contact me if you have any questions regarding the scope of work. I can be reached at (707) 523-1010. Thank you for the opportunity to serve the City of Rohnert Park.

Sincerely,
GHD Inc.

A handwritten signature in black ink, appearing to read 'Matt Winkelman', with a long, sweeping horizontal line extending to the right.

Project Director
(707) 523-1010

Attachment: Fee Estimate Spreadsheet



ATTACHMENT 1 - C

Exhibit B to
Amendment 1

NG SHEET

Project Name: Eastside Trunk Sewer Phase 3 and Snyder Lane Widening
Prepared by: Bill Silva
Reviewed by: Matt Winkelman
Job Number: 840900458

Client: City of Rohnert Park
Date: June 6, 2014

		LABOR COSTS																		FEE COMPUTATION								
	LABOR CATEGORY > RATE >	PD \$185 /Hr	QA/QC \$225 /Hr	Constr. Review \$190 /Hr	Project Manager \$210 /Hr	Sr. Proj. Engr. \$185 /Hr	Proj. Engr. \$145 /Hr	Public Outreach \$125 /Hr	Snr Traffic \$185 /Hr	Struct. Eng \$155 /Hr	Staff Eng II \$130 /Hr	Staff Eng I \$115 /Hr	Senior Geologist \$155 /Hr	Senior Planner \$145 /Hr	Planner / Scientist \$115 /Hr	LLS \$140 /Hr	2-Person Crew \$280 /Hr	CAD \$125 /Hr	Admin/ Graphics \$95 /Hr	TOTAL HOURS	*OTHER DIRECT COSTS	SUB Valerius / Tatarian Env.	SUB North Bay ROW Esmts	SUB Jacobs Associates Geotech	SUB RGH Geotech	SUB Quadriga LA	TOTAL FEE	
Task / Item																												
TASK 1 Project Validation																				0	\$0						\$0	
1.1 Project Validation - Environmental Resources																				0	\$0						\$0	
1.2 Project Validation - Base Mapping and Design																				0	\$0						\$0	
SUBTOTAL TASK 1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TASK 2 Environmental Compliance and Permitting																												
2.1 Permitting (404, 401, 1600)														16	16					8	40	\$240					\$5,160	
2.2 Specification Review																				0	\$0						\$0	
2.3 SWPPP Preparation																				0	\$0						\$0	
SUBTOTAL TASK 2		0	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	0	0	8	40	\$240	\$0	\$0	\$0	\$0	\$0	\$5,160
TASK 3 Geotechnical Engineering																												
3.1 Utility Design																				0	\$0						\$0	
3.2 Pavement and Bridge Design					2		2													4	\$24				\$3,600		\$4,334	
SUBTOTAL TASK 3		0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$24	\$0	\$0	\$0	\$3,600	\$0	\$4,334
TASK 4 Easements																												
4.1 Easement Preparation																				0	\$0						\$0	
4.2 Appraisal and Acquisition																				0	\$750						\$750	
SUBTOTAL TASK 4		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$750	\$0	\$0	\$0	\$0	\$0	\$750	
TASK 5 Supplemental Surveys																												
5.1 Supplemental Surveys																	24	24	16		64	\$960					\$13,040	
SUBTOTAL TASK 5		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	24	16	0	64	\$960	\$0	\$0	\$0	\$0	\$13,040	
TASK 6 Preparation of Plans, Specifications, and Estimates																												
6.1 Prepare 75% PS&E		6			30		100		30			20							60	16	262	\$2,572				\$4,000	\$45,352	
6.2 Prepare 90% PS&E		6			24		70		16			16							40	12	184	\$2,104				\$3,000	\$32,344	
6.3 Prepare Final PS&E		7			16		40		4			8							20	8	103	\$1,618				\$2,000	\$18,993	
6.4 Submittal Review Meetings		2			2		2														6	\$36				\$150	\$1,266	
SUBTOTAL TASK 6		21	0	0	72	0	212	0	50	0	0	44	0	0	0	0	0	120	36	555	\$6,330	\$0	\$0	\$0	\$0	\$9,150	\$97,955	
TASK 7 Project Management and QAQC																												
7.1 Project Management and QAQC		4	8		40	4	4												8	8	76	\$456				\$200	\$14,676	
SUBTOTAL TASK 7		4	8	0	40	4	4	0	0	0	0	0	0	0	0	0	0		8	8	76	\$456	\$0	\$0	\$0	\$0	\$14,676	
TASK 8 Outreach and Coordination																												
8.1 School District Coordination		8			16		4												4	2	34	\$204					\$6,314	
8.2 PG&E and Utilities Coordination					16		4												12	1	33	\$198					\$5,733	
8.3 Adjacent Owner Outreach		4			4		2														10	\$60					\$1,930	
SUBTOTAL TASK 8		12	0	0	36	0	10	0	0	0	0	0	0	0	0	0	0	16	3	77	\$462	\$0	\$0	\$0	\$0	\$0	\$13,977	
TASK 9 Project Re-Scoping																												
9.1 CEQA Documentation																					0	\$0					\$0	
9.2 Base Mapping and Design																				0	\$0						\$0	
SUBTOTAL TASK 9		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
PROJECT TOTALS		37	8	0	150	4	228	0	50	0	0	44	0	16	16	16	24	160	55	816	\$ 9,222	\$ -	\$ -	\$ -	\$ 3,600	\$ 9,350	\$ 149,892	

*OTHER DIRECT COSTS include telephone, mileage, printing, photocopies and other miscellaneous direct expenses.