

RESOLUTION NO. 2015-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO TASK ORDER 2011-06 WITH BRELJE & RACE CONSULTING CIVIL ENGINEERS FOR DESIGN REVIEW/VALUE ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR ADRIAN DRIVE SEWER AND WATER REHABILITATION PROJECT NO. 2012- 04

WHEREAS, the City entered into a Master Agreement with Brelje & Race Consulting Civil Engineers for Design Professional Services on February 25, 2011 pursuant to City Council Resolution No. 2011-13 adopted on February 22, 2011; and

WHEREAS, pursuant to City Council Resolution No. 2012-083 adopted on July 24, 2014, the City entered into a Task Order No. 2011-06 with Brelje & Race Consulting Civil Engineers for Design Review/Value Engineering and Construction Management for the Adrian Drive Sewer and Water Rehabilitation Project No. 2012-04 on July 24, 2012 for the Adrian Drive Water and Sewer Project Phase 1 (Arlen to Santa Barbara) in an amount not to exceed \$226,530; and

WHEREAS, pursuant to City Council Resolution No. 2014-039 adopted on May 13, 2014, the City amended Task Order No. 2011-06 with Brelje & Race Consulting Civil Engineers and authorized Brelje & Race to continue their work for Phase 2 of the Adrian Drive Water and Sewer Project (Santa Barbara to East Cotati) for an amount not to exceed \$195,020; and

WHEREAS, the funding limit of \$421,550 for Task Order No. 2011-06 is being approached; and

WHEREAS, Phase 2 of the Adrian Drive Sewer and Water Rehabilitation Project has experienced a delay related to the unanticipated relocation of a Pacific Gas & Electric Company gas line that will extend the contract time for approximately 30 days; and

WHEREAS, the cost of construction inspection and management services is directly related to the contract time; and

WHEREAS, to retain continuity of inspection services and project understanding, staff requested a proposal for retaining Brelje & Race Consulting Civil Engineers;

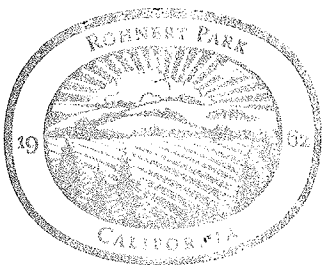
WHEREAS, a proposal to amend Task Order No. 2011-06 for a not to exceed an additional Forty-eight Thousand Dollars (\$48,000.00) has been submitted by Brelje & Race Consulting Civil Engineers; and

WHEREAS, the City Council considered the amendment of Task Order No 2011-06 at its duly noticed regular meeting of January 13, 2015;

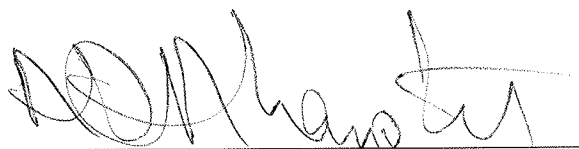
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the Second Amendment to Task Order No. 2011-06 by and between Brelje & Race Consulting Civil Engineers, a California Corporation, and the City of Rohnert Park, a municipal corporation, for Design Review/Value Engineering and Construction Management Services for the Adrian Drive Sewer and Water Rehabilitation Project No 2012-04.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this the Second Amendment to Task Order No. 2011-06 for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the Second Amendment attached hereto and incorporated by this reference as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

DULY AND REGULARLY ADOPTED this 13th day of January, 2015.

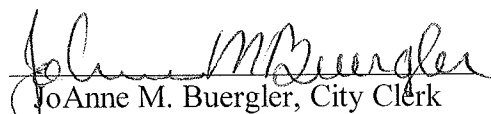


CITY OF ROHNERT PARK



Amy O. Ahanotu, Mayor

ATTEST:



JoAnne M. Buergler, City Clerk

Attachment: Exhibit A

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

**AMENDMENT 2 TO
TASK ORDER NO. 2011-06
CITY OF ROHNERT PARK AND
BREJE & RACE CONSULTING CIVIL ENGINEERS**

**AUTHORIZATION FOR DESIGN REVIEW/VALUE ENGINEERING AND
CONSTRUCTION MANAGEMENT SERVICES FOR THE ADRIAN DRIVE SEWER
AND WATER REHABILITATION PROJECT NO. 2012-04**

This Second Amendment to Task Order No. 2011-06 ("Second Amendment") between the City of Rohnert Park ("City") and BRELJE & RACE CONSULTING CIVIL ENGINEERS ("Consultant") for certain additional design review/value engineering and construction management services is entered into as of the _____ day of _____, 2015 ("Effective Date") by and between City and Consultant on the following terms and conditions:

SECTION 1 – RECITALS

On February 25, 2011, 2011, City and Consultant entered into a MASTER AGREEMENT for professional services authorized through Resolution 2011-13.

The purpose of the MASTER AGREEMENT is to provide the City with access to qualified municipal engineering service providers to augment staff resources as needed.

On August 24, 2012, the City Council of the City of Rohnert Park it Resolution No. 2012-083 retaining Consultant to provide design review/value engineering and construction management services for the Adrian Drive Sewer and Water Rehabilitation Project Phase 1 for an amount not to exceed \$ 226,530.

On May 13, 2014, the City Council of the City of Rohnert Park it Resolution No. 2014-039 amending the Task Order to include services for the Adrian Drive Sewer and Water Rehabilitation Project Phase 2 for an amount not to exceed \$ 195,020 and bringing the total value of services authorized by the Task Order to \$421,550.

During the construction of the Phase 2 Project, the contractor encountered a very shallow gas line, necessitating relocation by Pacific Gas and Electric Company and requiring that additional time be added to the contract. The addition of contract time necessitates additional inspection and construction management services. Consultant is uniquely qualified to continue to provide inspection services because of its history and familiarity with the project and its design.

SECTION 2 – SCOPE OF WORK

Consultant shall provide additional daily inspection and construction management services for the Adrian Drive Sewer and Water Rehabilitation Project Phase 2 as more specifically outlined in the attached Exhibit "A".

SECTION 3 – COMPENSATION AND PAYMENT

The Consultant shall provide the additional work described in SECTION 2 and Exhibit "A: on a time and materials basis for an amount not to exceed \$48,000 as also outlined in Exhibit "A".

Total compensation under Task Order 2011-06, with this second Amendment shall, not exceed \$469,550.00. Payment provisions shall be in accordance with the MASTER AGREEMENT for professional services between City and Consultant.

SECTION 4 – TIME OF PERFORMANCE

The work described in SECTION 2 shall be completed during Fiscal Year 2014/15 or as may be extended in writing by the City Engineer or his/her designee.

SECTION 5 – AGREEMENT IN EFFECT

Except as expressly modified by this Second Amendment, all terms and conditions contained in (a) the MASTER AGREEMENT and (b) Task Order No. 2011-06 shall remain in full force and effect and binding on the parties.

SECTION 6 – COUNTERPART SIGNATURES

This Second Amendment may be signed in multiple counterparts, which when signed by all parties, shall constitute a binding amendment.

SECTION 7 – EFFECTIVE DATE.

This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Consultant.

Approved this 13th day of January, 2015.

CITY OF ROHNERT PARK

Darrin Jenkins, City Manager
Per Resolution No. _____ adopted by the
Rohnert Park City Council at its meeting of January 13, 2015

BRELJE & RACE CONSULTING CIVIL ENGINEERS

John S. Locey, President

Attest:

City Clerk

PROPOSAL
Amendment to Task Order No. 2011-06
City of Rohnert Park
ADDITIONAL CONSTRUCTION SERVICES
FOR
ADRIAN DRIVE SEWER & WATER REHABILITATION – PHASE II
Project Number 2012-04

November 7, 2014

For your consideration, Brelje & Race requests amending Task Order No. 2011-06 to account for out-of-scope construction related services performed, and additional services necessary to reach the altered completion date for the Adrian Drive Project. An earlier amendment to the original (Phase I) contract in the amount of \$195,020 provided for our current (Phase II) budget. The total project budget for this Task Order to date, with the previously approved amendment is \$421,550. We anticipate the current budget will be exhausted before the Contractor has completed all work, prompting this request for another amendment that will allow us to continue through the projected completion date.

Our billings through the end of October indicate that we have \$22,260 remaining in our budget, and our billings have been averaging approximately \$30,000 per month during the course of the project. The amount remaining in the budget would nearly take us to the original finish date of November 10th, however, based on the contractor's current schedule, and the contract time extensions, the contract period will extend through at least December 13th, or 33 days beyond the original contract end date. Additionally, there have been several 'out of scope' tasks performed that were unforeseen in our original proposal that have eroded our budget further.

Work tasks outside of the original scope of services are outlined below:

EXTRA SERVICES

The scope of services for this project were expanded to include the following:

1. Assist the City with coordinating repaving efforts associated with failed pavement (potholes) in the Phase I portion of the project. (Value ≈ \$3,000)
2. Provide construction staking for water and sewer main facilities. (This work was proposed as a \$3,800 amendment originally, however, B&R was requested to do the work under our existing budget, with the expectation that additional funding would be provided if needed.)
3. Weekly progress meetings. (Original budget assumed 16 hours for bi-weekly meetings – Added value to date ≈ \$2,500)
4. Assist the City with coordinating PG&E work to lower the existing gas main and services along a portion of the project. (Value ≈ \$1,800)

Work tasks remaining that were included in the original scope of services but that still remain due to the time extension include the following:


1. Daily field observations and office CM services extending 25 additional working days, plus closeout related services that have yet to be performed. (\$30,000)
2. Geotechnical QC services related to street paving, which has also been expanded in scope. (\$15,000)
3. Preparation of Record Drawings at completion of project. (\$3,000)
4. Other miscellaneous tasks including increased time to assist the Contractor with various work tasks, paperwork, notifications, etc.

AMENDED FEE

Based on the time remaining, services of the Geotechnical consultant and other office related tasks that remain to be performed, including the preparation of the record drawings, a fee of \$48,000 is requested to be added to the budget. A Task and Work Hours tabulation worksheet has been prepared indicating the tasks that will be remaining after the end of the original contract date. Our fees for this work will continue to be billed on a time and materials basis, and will not exceed the requested amount without prior written approval. Tabulated fees are based on our 2014 schedule of rates and services (previously provided).

Respectfully Submitted,

BRELJE & RACE



M. Sean Jeang, P.E.
Associate Principal

November 7, 2014

Notes: