

RESOLUTION NO. 2015-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT RE: EASTSIDE TRUNK SEWER ENGINEERING DESIGN SERVICES AND THE FIRST AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT RE: EASTSIDE TRUNK SEWER CONSTRUCTION MANAGEMENT SERVICES BOTH WITH GHD, INC.

WHEREAS, the City has entered into two Design Professional Services Agreements with GHD, Inc., for work related to the Eastside Trunk Sewer Project Phase II (Project Number 2007-02); and

WHEREAS, the construction of the Eastside Trunk Sewer Phase II is complete and only minor design professional services remain to be accomplished; and

WHEREAS, GHD, Inc.'s effort associated with both agreements has been significantly less than budgeted, and the City and GHD, Inc. have agreed to reduce the not-to-exceed amount for these two assignments accordingly; and

WHEREAS, the City desires to utilize these budget savings to support the funding of the next phase of the Eastside Trunk Sewer Project, specifically the Eastside Trunk Sewer Phase III – Snyder Lane Widening Project No. 2014-0.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the First Amendment to the Design Professional Services Agreement Re: Eastside Trunk Sewer Engineering Design Services reducing the authorized fee from \$249,850.00 to \$124,446.69, a total cost savings of \$125,403.31.

BE IT FUTHER RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the First Amendment to the Design Professional Services Agreement re: Eastside Trunk Sewer Construction Management Services reducing the authorized fee from \$845,900.00 to \$705,000.00, a total cost savings of \$140,000.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate both amendments on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to Exhibits A and B attached hereto and incorporated by this reference subject to minor modifications by the City Manager or City Attorney.

BE IT FURTHER RESOLVED that the Finance Director is authorized to de-obligate appropriations in the amount of \$265,403.31 from account 540-0702-400-9902 (Eastside Trunk Sewer Phase II) and transfer these funds to account 540-1401-400-9902 (Eastside Trunk Sewer Phase III and Snyder Lane Widening).

DULY AND REGULARLY ADOPTED this 10th day of March, 2015.

CITY OF ROHNERT PARK


Amy O. Ahanotu, Mayor

ATTEST:


JoAnne M. Buergler, City Clerk



Attachments: Exhibit A and Exhibit B

CALLINAN: A/E MACKENZIE: A/E STAFFORD: A/E BELFORTE: A/E AHANOTU: A/E
AYES: (S) NOES: (O) ABSENT: (O) ABSTAIN: (O)

EXHIBIT "A" TO RESOLUTION

FIRST AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT RE: EASTSIDE TRUNK SEWER ENGINEERING DESIGN SERVICES WITH GHD INC.

This First Amendment to the Design Professional Services Agreement Re: Eastside Trunk Sewer Engineering Design Services ("First Amendment") between the City of Rohnert Park ("City") and GHD Inc. ("Consultant"), for reduced services and fees ("First Amendment") is entered into as of the _____ day of _____, 2015, ("Effective Date"), by and between City and Consultant.

RECITALS

- A. City and Consultant are parties to an agreement entitled "Design Professional Services Agreement Re: Eastside Trunk Sewer Engineering Design Services" dated September 10, 2013, which was authorized by City Council Resolution No. 2013-130 in the amount of \$249,850.00
- B. Construction work on the Eastside Trunk Sewer Phase II is complete and Consultant's services have been less than budgeted.
- C. City and Consultant now desire to enter into this First Amendment to reduce the authorized compensation of the agreement appropriately.

AGREEMENT

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

- 1. Scope of Services. Consultant acknowledges the reduction in scope and effort as described in the letter included as Exhibit A.
- 2. Compensation. Consultant agrees to a reduction in compensation of \$125,403.31 making the total value of the agreement a not-to-exceed amount of \$124,446.69.
- 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. 2015-____ adopted by the Rohnert Park City
Council at its meeting of March 10, 2015.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

GHD INC:

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

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



8410807

February 9, 2015

Ms. Mary Grace Pawson, P.E.
City Engineer
City of Rohnert Park Development Services
130 Avram Avenue
Rohnert Park, CA 94928

RE: Eastside Trunk Sewer Phase II - City Project No. 2007-02

Dear Ms. Pawson:

We have completed our Engineering Services During Construction (ESDC) scope of work for the Eastside Trunk Sewer Project, Phase 2. GHD's contact amount with the City of Rohnert Park is \$249,850. The amount of effort needed for the project was less than originally estimated, which can be attributed to a few primary factors (i.e., collaboration with CM team, contractor performance, weather conditions, project planning). Currently, we have spent \$124,446.69 (thru 2-4-15). The balance of the contract budget, \$125,403.31, will not be invoiced.

If you have any questions please do not hesitate to call.

Sincerely,

GHD Inc.

A handwritten signature in dark ink, appearing to read "Matt Winkelman", with a long horizontal flourish extending to the right.

Matt Winkelman, P.E.

Project Manager

707.236.1546 (office)

707.292.9875 (mobile)

matt.winkelman@ghd.com

EXHIBIT "B" TO RESOLUTION

**FIRST AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT
RE: EASTSIDE TRUNK SEWER CONSTRUCTION MANAGEMENT SERVICES WITH
GHD INC.**

This First Amendment to the Design Professional Services Agreement Re: Eastside Trunk Sewer Construction Management Services ("First Amendment") between the City of Rohnert Park ("City") and GHD Inc. ("Consultant"), for reduced services and fees ("First Amendment") is entered into as of the _____ day of _____, 2015, ("Effective Date"), by and between City and Consultant.

RECITALS

- A. City and Consultant are parties to an agreement entitled "Design Professional Services Agreement Re: Eastside Trunk Sewer Construction Management Services" dated September 10, 2013, which was authorized by City Council Resolution No. 2013-129 in the amount of \$845,900.00
- B. Construction work on the Eastside Trunk Sewer Phase II is complete and Consultant's services have been less than budgeted.
- C. City and Consultant now desire to enter into this First Amendment to reduce the authorized compensation appropriately.

AGREEMENT

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

- 1. Scope of Services. Consultant acknowledges the reduction in scope and effort as described in the letter included as Exhibit A.
- 2. Compensation. Consultant agrees to a reduction in compensation of \$140,000.00 making the total value of the agreement a not-to-exceed amount of \$705,000.00
- 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. 2015-____ adopted by the Rohnert Park City
Council at its meeting of March 10, 2015.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

GHD INC:

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

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



8410806

February 9, 2015

Ms. Mary Grace Pawson, P.E.
City Engineer
City of Rohnert Park Development Services
130 Avram Avenue
Rohnert Park, CA 94928

RE: Eastside Trunk Sewer Phase II - City Project No. 2007-02

Dear Ms. Pawson:

We are close to finalizing the work for the Construction Management for the Eastside Trunk Sewer Project, Phase 2. GHD's original contract amount with the City of Rohnert Park was \$845,000. Due to the dry weather last winter, good set of construction documents, and a good contractor, the amount of effort was less than originally estimated. Currently, we have spent \$699,581.69 (thru 2-4-15) and we will wrap up the project for less than \$5,400, for a total contract cost of approximately \$705,000. We are currently in the final markups of the record drawings (not in original scope of services) and will not bill \$140,000 remaining in the contract amount.

If you have any questions please do not hesitate to call.

Sincerely,
GHD Inc.

A handwritten signature in dark ink, appearing to read "Jim Winter". The signature is fluid and cursive, with a horizontal line extending from the left.

Jim Winter, P.E.
Construction Manager / Resident Engineer
707.523.1010 (office)
707.689.7534 (mobile)
jim.winter@ghd.com