

RESOLUTION NO. 2016-46

A RESOLUTION APPROVING AND ADOPTING THE PLANS AND SPECIFICATIONS FOR STRUCTURE DEMOLITION AT 100 AVRAM AVENUE, 120 AVRAM AVENUE, AND 6750 COMMERCE BOULEVARD (PROJECT NUMBER 2016-02); AWARDING THE CONTRACT TO AFM ENVIRONMENTAL, INC.; FINDING THE PROJECT EXEMPT FROM CEQA; AND AMENDING TASK ORDER NO. 2016-01 WITH GHD, INC.

WHEREAS, the Structure Demolition at 100 Avram Avenue, 120 Avram Avenue, and 6750 Commerce Boulevard (Project Number 2016-02 and hereinafter “Project”) includes the demolition of three existing structures at the above addresses; and

WHEREAS, the plans and specifications for the Project were prepared by GHD, Inc. (“Consultant”) through Task Order No. 2016-01 and reviewed in-house; and

WHEREAS, staff has determined that additional construction engineering work is needed from Consultant that includes hazardous material abatement monitoring and additional project management in excess of the amount authorized under Task Order No. 2016-01, as amended by Amendment No. 1; 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, an invitation to bid was mailed to various trade journals and posted on the City’s website on April 20, 2016 and published on May 5, 2016 in the Press Democrat, for the Project; and

WHEREAS, three bids were received on the bid opening date of May 18, 2016; and

WHEREAS, Development Services staff determined that AFM Environmental, Inc. submitted the lowest cost bid and is the lowest responsive and responsible bidder with a bid amount of \$380,240; and

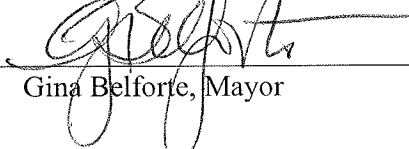
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park as follows:

1. The above recitals are true and correct and material to this Resolution.
2. The plans and specifications for the Structure Demolition at 100 Avram Avenue, 120 Avram Avenue, and 6750 Commerce Boulevard Project No. 2016-02 are hereby approved and adopted.
3. The City Council finds that the Project is exempt from review under the California Environmental Quality Act (“CEQA”) because the scope of the project is demolition of existing buildings, and is therefore categorically exempt under CEQA Guidelines section 15301 (Existing Facilities), and therefore directs staff to file a Notice of Exemption for the project.
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 following any other applicable laws, the City Council of the City of Rohnert Park hereby finds the bid of AFM Environmental, 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 AFM Environmental, in substantially similar form to Exhibit A, which is attached hereto and incorporated by this reference, subject to minor modification by the City Manager or City Attorney, for the sum of the base bid for the amount of \$380,240 for construction of the Project in accordance with the bid documents and applicable law upon submission by AFM Environmental, 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 15% of the base bid or \$57,036.
8. The City Council hereby authorizes Amendment No. 2 to Task Order No. 2016-01 with GHD, Inc. in substantially similar form to Exhibit B, which is attached hereto and incorporated by this reference, subject to minor modification by the City Manager or City Attorney, for the total, amended sum of \$71,269.00.
9. City staff is hereby directed to issue a Notice of Award to AFM Environmental, Inc. for this project.
10. This Resolution shall become effective immediately.
11. 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 24th day of May, 2016.

CITY OF ROHNERT PARK


Gina Belforte, Mayor

ATTEST:


Caitlin Saldanha, Deputy City Clerk

Attachments: Exhibit A: Construction Contract Agreement
Exhibit B: Amendment No. 2 to Task Order 2016-01

AHANOTU: Absent CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye BELFORTE: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

EXHIBIT "A"

CONTRACT

STRUCTURE DEMOLITION AT 100 AVRAM AVENUE, 120 AVRAM AVENUE AND 6750
COMMERCE BOULEVARD, ROHNERT PARK, CA PROJECT

PROJECT NO. 2016-02

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between _____, hereinafter called "Contractor", and the City of Rohnert Park, hereinafter called "City".

WITNESSETH:

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 <<MONTH DAY, YEAR>>, 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 fifty (50) working 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 \$XXX,XXX.

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) Design Standards
- j) 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

<<CONTRACTOR>>

City Manager Date

Per Resolution No. <<RESO #>> adopted by the Rohnert Park
City Council at its meeting of <<Month>><<Day>>, <<Year>>.

Name/Title Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

INSURANCE

Bidder's attention is directed to the following insurance forms and to Section 2.03 of the Special Provisions, located on Pages 2-1 through 2-6 in the Special Provisions section. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. Failure to comply strictly with the insurance requirements may result in forfeiture of the bid security and withdrawal of the bid proposal.

CERTIFICATE OF INSURANCE

ISSUE DATE MM/DD/YY)

CITY OF ROHNERT PARK (the "City")

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	COMPANIES	BEST'S RATING
INSURED	COMPANY LETTER A _____	_____	_____
	COMPANY LETTER B _____	_____	_____
	COMPANY LETTER C _____	_____	_____
	COMPANY LETTER D _____	_____	_____
	COMPANY LETTER E _____	_____	_____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR, OWNER'S & CONTRACTOR'S PROT. OTHER _____				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY UMBRELLA OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
- The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are added as insureds on all liability insurance policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on the property insurance policies described above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against the City.
- The workers' compensation insurer named above, if any, agrees to waive all rights to subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED
CITY OF ROHNERT PARK
130 AVRAM AVENUE
ROHNERT PARK, CA 94928

AUTHORIZED REPRESENTATIVE

SIGNATURE _____
TITLE _____
PHONE NO. _____

Structure Demolition at 100 Avram Avenue, 120 Avram Avenue
and 6750 Commerce Boulevard, Rohnert Park, CA
Rohnert Park City Proj. No. 2016-02
LA #4834-0043-9827 v1

Part 1: Bid Documents
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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization:

The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are named as additional insured.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of "your work" performed for that insured.

Modifications to ISO for CG 20 10 11 85

1. The insured scheduled above includes the insured's elected or appointed officers, officials, employees, agents and volunteers.
2. This insurance must be primary as respects the insured shown in the schedule above, or if excess, must stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above must be in excess of this insurance and must not be called upon to contribute with it.
3. The insurance afforded by this policy must not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insurance would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Signature-Authorized Representative

Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

Structure Demolition at 100 Avram Avenue, 120 Avram Avenue
and 6750 Commerce Boulevard, Rohnert Park, CA
Rohnert Park City Proj. No. 2016-02
LA #4834-0043-9827 v1

Part 1: Bid Documents
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SUBMIT IN DUPLICATE			
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR _____ CITY OF ROHNERT PARK _____ (the "City")		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
PRODUCER Telephone _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits _____ In Addition to Limits _____ Deductible _____ Self-Insured Retention (check which) of \$ _____	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____	
TYPE OF INSURANCE COMMERCIAL AUTO POLICY _____ BUSINESS AUTO POLICY _____ OTHER _____		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
1. INSURED. The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy must: (a) be primary insurance as respects the City, its officers, officials, employees, agents or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers must be excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. With respect to the interests of the City, this insurance must not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 4. SCOPE OF COVERAGE. This policy affords coverage at least as broad as: (1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).			
Except as stated above nothing herein must be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY <div style="text-align: center;"> CITY OF ROHNERT PARK 130 AVRAM AVENUE ROHNERT PARK, CA 94928 </div>		AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ <div style="text-align: center;">(original signature required)</div> Telephone: () _____ Date signed: _____	

REV. 11/08

Structure Demolition at 100 Avram Avenue, 120 Avram Avenue
 and 6750 Commerce Boulevard, Rohnert Park, CA
 Rohnert Park City Proj. No. 2016-02
 LA #4834-0043-9827 v1

Part 1: Bid Documents
 Page 1-28

EXHIBIT "B"

**AMENDMENT NO. 2 TO
TASK ORDER NO. 2016-01
CITY OF ROHNERT PARK
AND
GHD INC.**

**AUTHORIZATION OF ADDITIONAL ENGINEERING SERVICES
FOR STRUCTURE DEMOLITION AT CITY-OWNED PARCELS**

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") dated **February 08, 2011**, Task Order No. 2016-01 dated February 3, 2016 and Amendment 1 to Task Order No. 2016-01 dated **May 11, 2016**.

SECTION 2 – SCOPE OF WORK

The additional items authorized by this Amendment No. 2 to Task Order No. 2016-01 are presented in Attachment "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 additional cost for the additional services as set forth in SECTION 2 above 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" thereto for an amount not-to-exceed Twenty Five Thousand Five Hundred Ninety Four Dollars (\$25,594.00).

Total compensation under this Task Order, as amended, with this Amendment No. 2 shall not exceed Seventy One Thousand Two Hundred Sixty Nine Dollars (\$71,269.00).

SECTION 4 – TIME OF PERFORMANCE

The work described in SECTION 2 shall be completed by August 31, 2016, or as extended by the City Manager in writing.

SECTION 5 – TERMS AND CONDITIONS

All terms and conditions contained in the MASTER AGREEMENT for professional services between City and Consultant are incorporated by reference and, except as expressly amended by this Amendment No. 2, remain in full force and effect.

Approved this ____ day of _____, 2016.

Signatures on Next Page

CITY OF ROHNERT PARK

GHD INC.

Darrin Jenkins, City Manager (Date)

William Silva, P.E., Principal (Date)

Per Purchasing Policy 441.1.5 adopted by
Resolution 2012-22

Theodore B. Whiton, P.E., Principal (Date)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT A



May 4, 2016

Ref: 111038002

Mr. Bryce Atkins
Senior Analyst
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

RE: Contract Amendment for Professional Services for Structure Demolition at 100 Avram Ave., 120 Ave. Ave. and 6750 Commerce Blvd.

Dear Bryce,

GHD, Inc. is pleased to provide this proposal for professional services for Structure Demolition at 100 Avram Avenue, 120 Avram Avenue and 6750 Commerce Boulevard. The project includes demolition of existing buildings at three parcels within the City of Rohnert Park (City), adjacent to City Hall.

The project site includes three vacant former commercial/administrative buildings. Areas of the project site are to be impacted during asbestos abatement work which will proceed structure demolition work, as shown in the construction documents produced by GHD and dated April 20, 2016. The areas of the project site where asbestos abatement will occur as shown on the referenced plans shall herein be defined as the project site for purposes of the proposed scope of work related to asbestos abatement.

Project Understanding

The City has requested a proposal for bid phase and engineering support during construction for the subject project as outlined in our scope of work, including attendance at project meetings, answering questions during bid and construction, submittal review and specific observation and documentation of abatement work.

GHD will perform observation of abatement work, contractor submittal review post-abatement air monitoring, and close-out project report production in association with the project site abatement work. The observation work will be conducted for the purpose of documenting general compliance with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) regulations governing asbestos impaction.

The work is limited to the specific locations, features and finishes of the project site planned to be impacted by abatement work as shown in the project construction documents.

Scope of Work

Task 1 - Project Management

This task includes project administration, coordination, kick-off and review meetings, environmental review and quality control as stated in the following sub-sections:



Task 1.1 Internal Coordination and Administration

- Budget and schedule tracking
- Provide project and contract oversight

Task 2 – Engineering Support during Construction

This task includes office engineering and coordination during construction of project. This scope of services assumes that the City will cover construction observation and management of the project (a.k.a., daily inspection and CM) except as noted in Task 4.

Task 2.1 Pre-Construction Meeting

- Attend one (1) pre-construction meeting

Task 2.2 Submittals

- Coordinate, manage, and review of the following submittals:
 - Pre-Abatement Submittals
 - Post-Abatement Submittals
 - Lead Submittals
 - Project Closeout Submittals
- Provide technical review and response.

It is assumed that the City will handle and review all submittals (Section 01330, 1.02A) other than those specifically listed in this Task 2.2.

Task 2.3 Request for Information (RFI's)

- Coordinate, manage and review up to three (3) Requests for Information (RFI's), – including technical/engineering assistance and review, maintaining logs, prepare, transmit and coordinate with other parties to develop responses.

Task 3 – Onsite Observation and Monitoring

For each of the tasks involving onsite asbestos abatement, GHD will conduct sporadic site visits immediately prior to, during and/or after active asbestos work by the contractor at the project site. GHD will document contractor observations made during these site visits and this documentation will be included in final project report issued to the City.

GHD contractor observation spot-check site visits shall generally be conducted during the time the contractor is actively performing asbestos impaction. GHD will produce daily site activity logs and project regulatory compliance checklists to document contractor work. GHD will be onsite for a small portion of the time the contractor is actively impacting asbestos material and will not be onsite continuously during abatement work.

Task 3.1 100 Avram Avenue



GHD will conduct the following site visits and air sampling events in association with this task:

Onsite Work	Site Visits (up to # days)	Estimated Number of Containments	Samples per <u>Interior</u> Containment	Total Air Samples (up to # samples)
Observation	2	1 Exterior	0 (no interior containments)	0
Post-Abatement Air Sampling	0			
Total	2			

Observation site visits to be conducted during active asbestos work to observe and document contractor work and regulatory compliance.

Note:

- It is assumed that a single Class II (not enclosed) containment will be constructed to contain the abatement work associated with the roof of this site.
- Note: as no negative pressure containments are anticipated, work at this site does not include post-abatement air sampling.

Task 3.2 120 Avram Avenue

GHD will conduct the following site visits and air sampling events in association with this task:

Onsite Work	Site Visits (up to # days)	Estimated Number of Containments	Samples per <u>Interior</u> Containment	Total Air Samples (up to # samples)
Observation	2	3 Interior 4 Exterior	5	15
Post-Abatement Air Sampling	2			
Total	4			

- Observation site visits, excluding time to complete post-abatement air monitoring, to be conducted during active asbestos work to observe and document contractor work and regulatory compliance.
 - It is assumed that up to three negative pressure containments will be constructed to contain the abatement work associated with this project. It is further assumed that all asbestos-material within the containments will be removed prior to air sampling.
- Air sampling is to include up to 15 Transmission Electron Microscopy (TEM) samples, five per containment. Laboratory analysis of these samples will be performed by an accredited laboratory using AHERA methodology on a 24-hour turnaround time.

Task 3.3 6750 Commerce Blvd

GHD will conduct the following site visits and air sampling events in association with this task:



Onsite Work	Site Visits (up to # days)	Estimated Number of Containments	Samples per Interior Containment	Total Air Samples (up to # samples)
Observation	3	2 Interior 1 Exterior	5	10
Post-Abatement Air Sampling	2			
Total	5			

- Observation site visits, excluding time to complete post-abatement air monitoring, to be conducted during active asbestos work to observe and document contractor work and regulatory compliance.
 - It is assumed that up to two negative pressure containments will be constructed to contain the abatement work associated with this project. It is further assumed that all asbestos-material within the containments will be removed prior to air sampling.
- Air sampling is to include up to 10 Transmission Electron Microscopy (TEM) samples, five per containment. Laboratory analysis of these samples will be performed by an accredited laboratory using AHERA methodology on a 24-hour turnaround time.

Task 3.4 Final Project Report Production

GHD will produce a single final project report covering all abatement observed in association with this proposal after the completion of abatement tasks

Deliverables

- **Laboratory Data Transmittal**
 - GHD will submit the post-abatement TEM laboratory analytical report(s) at the completion of abatement within each containment with a brief written data interpretation to the City via email upon receipt from the laboratory by GHD. This email will serve as a data transmittal only and will not include a sample location map or regulatory discussion of asbestos.
- **Final Project Closeout Report**
 - GHD will produce a single final written report, documenting abatement work at the project site covering each of the asbestos abatement tasks noted above. This report will be produced after the completion of all asbestos-related work. The final written report will be produced in association with the work proposed herein and a single bound hardcopy and an electronic copy of each report shall be submitted to the City.

The final report will include the following information and items:

1. Introduction providing an synopsis of the abatement project
2. Project site description
3. Abatement contractor information
4. Discussion of air sampling methodology
5. Project discussion
6. Contractor documents, including pre- and post-abatement submittal packages



7. Completed GHD daily project logs and GHD observation checklists
8. Conclusion
9. Appendices, including the following items:
 - a. Project Specifications
 - b. Pre-Abatement Contractor Submittal Package
 - c. Contractor Observation Regulatory Compliance Documentation
 - d. Figures
 - e. Laboratory Data
 - f. Post-Abatement Contractor Submittal Package
 - g. Personnel Certifications

Project Terms and Assumptions

This scope of work is offered with the following terms and assumptions that are applicable to all tasks, unless noted, and shall additionally define GHD's scope of work for this project:

1. It is assumed that contractor submittal review will include up to two rounds of pre-abatement submittal review and a single round of post-abatement submittal review.
2. It is assumed that GHD onsite observation of abatement contractor work will be limited to asbestos abatement and GHD's observation scope will not include lead-impaction work.
3. Air sampling within negative pressure containments are to be conducted using five TEM sampling cassettes and aggressive sampling methods (fan(s), leaf-blower) per containment. It is assumed that the number of air sampling events denoted herein is sufficient to clear all contractor abatement areas.
4. It is assumed that all containments where post-abatement air sampling is to be conducted will be maintained by the contractor under negative pressure until air sample laboratory results meeting the release criteria have been received by GHD and transmitted to the City.
5. It is assumed that the contractor will have access to all abatement areas within the scope of this task and work in each area.
6. It is assumed that the contractor will be able to complete all work associated with this task through a single equipment mobilization and demobilization (excluding personnel arrival/departure).
7. It is assumed that active abatement will occur on consecutive weekdays (Monday through Friday) during regular construction hours (0700 to 1700).
8. It is assumed that no perimeter air sampling is to occur in association with this project.
9. It is assumed a single abatement contractor is to perform the work specified in this proposal.
10. It is assumed that the abatement contractor's containment(s) and regulated area(s) constructed for each task will enclose an area sufficient to remove the largest amount of hazardous materials given the existing conditions at the site (i.e. containments will be constructed to maximize the abatement scope that can be accomplished within a single containment, thereby minimizing the total number of containments).
11. Access to all areas of the project site is to be provided by the City and/or abatement contractor as needed by GHD to complete this scope of work in the specified time and within the specified number of site visits.
12. Electrical power and lighting is to be provided to GHD by contractor and/or the City, as needed, to complete post-abatement air sampling within applicable containments at the conclusion of contractor's abatement work.
13. If additional site visits and/or samples are necessitated to complete the project, such work may be performed, as authorized in writing by the City, on a time and materials, as needed, basis at the established labor rates and laboratory costs.



14. GHD work excludes services not explicitly included in this proposal or the Fee Estimate (Appendix A).

Fee Estimate

The estimated time and materials for professional services is **\$25,594**. A fee breakdown is included as an attachment.

Closing

It is assumed that upon agreement of the scope of work for the professional services for this contract amendment, GHD will be issued an amendment on our existing task order or issued a new task order for this project. The Notice to Proceed will be the date of written authorization by the City to proceed, which may pre-date City execution of the professional services agreement.

If you have any questions or comments regarding this proposal, please feel free to call Bill Silva or me at 523-1010.

Sincerely,
GHD Inc.

A handwritten signature in black ink that reads 'Matt Wargula'. The signature is fluid and cursive, with the first name 'Matt' and last name 'Wargula' clearly visible.

Matt Wargula, P.E., T.E.

Project Manager
(707) 523-1010

Attachment: Fee Breakdown



EXHIBIT B - PROJECT FEE ESTIMATING SHEET

Project Name: Structure Demolition Support During Construction Client: City of Rohnert Park

Prepared by: M. Warqula Date: May 4, 2016

Reviewed by: B. Silva

Job Number: 11110681.03

Task / Item	LABOR CATEGORY > RATE >	LABOR COSTS							FEE COMPUTATION			
		Proj. Dir. / QA/QC \$220 /Hr	Project Manager \$170 /Hr	Senior Manager \$180 /Hr	Staff CAC \$125 /Hr	Project Engineer \$150 /Hr	CAD / Graphics \$125 /Hr	PA \$110 /Hr	TOTAL HOURS	*OTHER DIRECT COSTS	Sub-Consultants	TOTAL FEE
Task 1 - Project Management												
1.1 Internal Coordination and Administration		4	4	4	0	2	0	0	14	\$84	\$0	\$2,334
SUBTOTAL TASK 1												
Task 2 - Engineering Support during Construction												
2.1 Pre-Construction Meeting			4			4			8	\$48		\$1,228
2.2 Submittals			4			9		6	19	\$114		\$2,819
2.3 RFIs			3			8		6	9	\$54		\$1,464
SUBTOTAL TASK 3												
		0	11	0	13	12	0	0	36	\$216	\$0	\$5,511
Task 3 - Onsite Observation and Monitoring												
3.1 100 Avram Avenue					20				20	\$120	\$207	\$2,827
3.2 120 Avram Avenue					40				40	\$240	\$949	\$5,169
3.3 6150 Commerce Boulevard					50				50	\$300	\$933	\$7,183
3.4 Final Project Report Production				2	9				11	\$66		\$1,551
SUBTOTAL TASK 4												
		0	0	2	119	0	0	6	121	\$726	\$1,788	\$17,749
PROJECT TOTALS												
		4	15	2	134	12	0	4	171	\$1,026	\$1,788	\$25,594

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



Fee Schedule

2016 USA West Fee Schedule

Principals:

Level E	\$185 – 205
Level F	\$220 - 250

Associates:

Level D	\$160 - 170
Level E	\$180 – 195
Level F	\$215 - 240

Specialist:

Level B	\$170
Level C	\$180
Level D	\$190
Level E	\$210 - 230
Level F	\$250

Engineers:

Level A	\$110 – 115
Level B	\$115 – 125
Level C	\$135 – 145
Level D	\$150 – 165
Level E	\$175 – 195
Level F	\$210 – 235

Geologists/Hydrogeologists:

Level A	\$110
Level B	\$120
Level C	\$130 - 150
Level D	\$155 – 180
Level E	\$185 – 200
Level F	\$210

Environmental Planners:

Level A	\$115
Level B	\$125
Level C	\$130
Level D	\$135 – 150
Level E	\$160 – 190
Level F	\$205 – 210

Environmental Chemists:

Level A	\$115
Level B	\$125
Level C	\$130
Level D	\$135 – 150
Level E	\$160 – 190

Environmental Scientists:

Level A	\$95 - 105
Level B	\$110 - 120
Level C	\$125 – 130
Level D	\$130 – 145
Level E	\$160 – 175
Level F	\$195 – 205

**Industrial Hygienists /
Safety Professionals:**

Level A	\$105
Level B	\$115 – 120
Level C	\$125 – 135
Level D	\$145 - 160
Level E	\$170 – 180

Technicians/Technologists:

Level A	\$80
Level B	\$95
Level C	\$110 – 115
Level D	\$120 – 135
Level E	\$140 – 155
Level F	\$170 - 190

Draft/CADD:

Level A	\$75
Level B	\$85 – 90
Level C	\$95
Level D	\$110 – 120
Level E	\$125 – 155
Level F	\$165

Technical Apprentices:

\$80 - 90

Intern:

\$73.00

Administrative Support:

\$62.00



Fee Schedule

2016 USA West Fee Schedule

Employee time will be billed in accordance with the fees listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses and other similar project related costs are billed out at cost plus 15%. The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to projects. Our rates are:

- A. Office consumables: \$6.00/hr
- B. Environmental Dept/Construction Inspector consumables: \$11.00/hr
- C. Survey Field consumables: \$15.00/hr
- D. Various Environmental, Construction and Land Surveying equipment: At market B. C. D.

Payment for work and expenses is due and payable upon receipt of our invoice. Amounts unpaid thirty (30) days after the issue date of our invoice shall be assessed a service charge of one and one half (1.5) percent per month.

(*) These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify GHD Inc in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor cost.