

RESOLUTION NO. 2017-038

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR WATER TANK #8 (PROJECT NUMBER 2006-09), AWARDED THE CONSTRUCTION CONTRACT TO ARGONAUT CONSTRUCTORS, AND OTHER RELATED ACTIONS

WHEREAS, on October 25, 2016, the City Council approved a second amendment to the Development Agreement (DA) for the University District Developer (Developer) that establishes the City's responsibility to construct the Water Tank #8 (Project Number 2006-09) once the developer produces plans and specifications, which have been provided and approved by staff; and

WHEREAS, the DA also requires the Developer to provide the City with an initial five million dollar (\$5,000,000) contribution to fund the construction and management of the Project; and

WHEREAS, the DA allows the City to collect an adjusted deposit amount to account for all expected costs plus a twenty-five percent (25%) project contingency as needed; and

WHEREAS, staff estimates that an additional \$1,428,984 deposit is needed from the Developer to account for all staff time, construction management, construction contract, projected future expenses, and the contingency allowed per the DA; and

WHEREAS, plans and specifications were provided by the Developer and reviewed and approved by City staff including the City Engineer; 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 City of Rohnert Park Purchasing Policy Section 3.6.F *Contracts for Public Projects* which defers to the Public Contract Code, an invitation for sealed bids was posted on February 27, 2017, for the Project; and

WHEREAS, five bids were received on the bid opening date of March 21, 2017; and

WHEREAS, Development Services staff determined that Argonaut Constructors submitted the lowest cost bid and is the lowest responsive and responsible bidder with a bid amount of \$4,312,558; and

WHEREAS, consistent with the City of Rohnert Park Purchasing Policy and after a qualifications-based selection process, staff has secured a proposed from Brelje & Race for construction management services for \$528,750.

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

1. The plans and specifications for the Rohnert Park Water Tank #8 Number 2006-09 are hereby approved and adopted.
2. 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.
3. In accordance with California Public Contract Code Section 20160 *et seq.* and following any other applicable laws, the City Council of the City of Rohnert Park hereby finds the

bid of Argonaut Constructors for the Project to be the lowest, responsive and responsible bid and waives any irregularities in such bid in accordance with applicable law.

4. The City Manager is hereby authorized and directed to execute the contract with Argonaut Constructors, in substantially similar form to Exhibit A, which is attached hereto and incorporated by this reference, for the sum of the base bid for the four million, three hundred and twelve thousand, five hundred and fifty-eight dollars (\$4,312,558) for construction of the Project in accordance with the bid documents and applicable law upon submission by Argonaut of all documents required pursuant to the Project bid documents.
5. City staff is hereby directed to issue a Notice of Award to Argonaut Constructors for this project.
6. The City Manager is hereby authorized to execute future change orders of up to twenty-five percent the original bid amount.
7. The City Manager is hereby authorized to execute Task Order 2017-01 with Brelje & Race consultants for Project construction management.
8. The Finance Director is hereby authorized to accept an additional \$1,428,984 deposit from the Developer and make budget adjustments and appropriations as necessary to fund the Project.

DULY AND REGULARLY ADOPTED this 11th day of April, 2017.

CITY OF ROHNERT PARK


Jake Mackenzie, Mayor

ATTEST:


Caitlin Saldanha, Deputy City Clerk

Attachment: Exhibit A

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

Exhibit A to Resolution
CONTRACT

WATER TANK #8 PROJECT

PROJECT NO. 2006-09

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 280 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 calendar 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 <<AMOUNT>>.

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

Exhibit A to Resolution

- 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

Exhibit A to Resolution

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

Exhibit A to Resolution

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

CITY OF ROHNERT PARK (the "City")

ISSUE DATE MM/DD/YY)

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**

COMPANY

LETTER **A**

COMPANY

LETTER **B**

COMPANY

LETTER **C**

COMPANY

LETTER **D**

COMPANY

LETTER **E**

INSURED

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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE <input type="checkbox"/> 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.

Rev. 11/08

INSURER ISO FORM CG 20 10 11 85 (MODIFIED)
POLICY NO:
ENDORSEMENT NO:

COMMERCIAL GENERAL LIABILITY

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)

**BRELJE & RACE, CONSULTING CIVIL ENGINEERS, TASK ORDER NO. 2017-01
CITY OF ROHNERT PARK
AND
BRELJE & RACE, CONSULTING CIVIL ENGINEERS**

**AUTHORIZATION TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES
FOR THE WATER TANK #8 PROJECT No. 2006-09**

SECTION 1 – PURPOSE

The purpose of this Task Order is to authorize and direct **Brelje & Race, Consulting Civil Engineers** 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 **Brelje & Race, Consulting Civil Engineers** ("Consultant") hereto approved by Council on **February 23, 2016**

SECTION 2 – SCOPE OF WORK

The items authorized by this Task Order are presented in Attachment "A" - Scope of Services, which is attached hereto and incorporated by this reference.

SECTION 3 – COMPENSATION AND PAYMENT

Compensation shall be as provided in the MASTER AGREEMENT between the parties hereto referenced in SECTION 1 above. The total cost for services as set forth in SECTION 2 shall be actual costs (time and materials) based on Consultants' standard labor charges in accordance with the provisions of the MASTER AGREEMENT and as shown in Attachment "B," which is attached hereto and incorporated by this reference, for an amount not-to-exceed five hundred and twenty-eight thousand, seven hundred and fifty (\$528,750).

SECTION 4 – TIME OF PERFORMANCE

The work described in SECTION 2 of this Task Order shall be completed by December 7, 2018 or as extended in writing by the City Engineer.

SECTION 5 – ITEMS AND CONDITIONS

All terms and conditions contained in the MASTER AGREEMENT for professional services between City and Consultant are incorporated by reference and remain in full force and effect.

Approved this _____, day of _____, 2017.

CITY OF ROHNERT PARK

Brelje & Race, Consulting Civil Engineers

Darrin Jenkins, City Manager (Date)
Per Purchasing Policy adopted as Reso 2016-51
On June 14, 2016

By: Sean Jeane, Vice President (Date)

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

PROPOSAL
ENGINEERING SERVICES DURING CONSTRUCTION
STORAGE TANK 8 & TRANSMISSION PIPELINES

Prepared For
CITY OF ROHNERT PARK
Prepared By
BRELJE & RACE ENGINEERS

February 2, 2017

PROJECT UNDERSTANDING

The City of Rohnert Park will be entering into a construction contract in early April of this year for construction of a new water storage reservoir (Tank 8), associated transmission pipelines, arched culvert and associated roadway and site work. The new construction will be located within the County of Sonoma, on City owned property known as the Anderson 128 site. The water tank is being constructed primarily to serve the University District planned development. Brelje & Race has been requested to provide engineering services during construction, including assistance with bidding, minor civil and geotechnical engineering services in support of potential future site expansion, and full construction management services. The construction management services will include numerous sub-tasks including submittal and RFI review/coordination, daily observations, and several specialty subconsultant services for environmental, geotechnical and structural monitoring during construction.

It is anticipated that the developer's engineer will be providing completed technical specifications and improvement drawings, but not necessarily construction-ready bid documents. Brelje & Race will provide review services to ensure the drawings have incorporated previous commentary and recommendations, and will produce construction-ready documents. In order to expedite construction, and avoid further design and review cycles, any needed revisions to the design drawings will be prepared by Brelje & Race during bidding and/or construction and implemented as either contract addenda (if completed during bid phase) or change order work by the selected contractor.

The City intends to revise the tank site by altering the current design to allow for a future water storage tank of similar size to be constructed adjacent to the currently planned water tank. The design revisions will include grading plans, retaining walls, underground utility and piping modifications, and other related changes as needed to accommodate a second tank on an adjacent site. For consistency with the design drawings, Brelje & Race will prepare the anticipated changes with assistance from the Geotechnical Engineer, Engeo, Inc. The original geotechnical reports prepared in 2005 and 2006 did not include any subsurface investigations outside of the current tank building envelope. Additional investigation, and an amended geotechnical report are recommended for the adjacent tank pad, and those services have been included.

A detailed description of the individual tasks to be performed for the engineering scope of services for this specific project are provided following.

SCOPE OF SERVICES

TASK 1 Assistance with Bidding

The City will need the construction manager to assist during the bidding process with each of the following tasks:

1. Final Design Review

Construction manager will provide a final constructability review and check of the drawings and specifications for compliance with all comments previously sent to the design engineer.

2. Create Bid Schedule, Description of Bid Items & Assemble Final Construction Documents

The Design Engineer and his subconsultants were requested to complete their drawings and technical specifications by the planned February Bid Advertisement date. They were unable to coordinate their efforts to create a completed front-end and bid ready contract documents. Brelje & Race will create a simplified bid schedule, and provide bid item descriptions as needed to complete the Bid-Ready Construction Documents.

3. Provide Response to Bidder Questions & Prepare Addenda during Bid Advertising

Brelje & Race will work as the City's agent to collect comments and questions from bidders and prepare appropriate responses. Responses will be compiled and sent to plan holders in the form of Addenda.

4. Coordinate between Design Consultants and City

Brelje & Race will coordinate with the appropriate party to provide responses to any bidder questions that can't be resolved through review of the specifications. Brelje & Race will contact the appropriate vendor, City personnel, the Design Consultant or any of his subconsultants directly in order to expedite a response. (Any necessary plan revisions will be prepared by the original designer.)

TASK 2 Engineering Design Services During Construction & Extra Services

Brelje & Race anticipates preparing a minor design revision during bidding and early in construction to make necessary changes that would accommodate a second tank on an adjacent tank pad sometime in the future. The design would need to be prepared and implemented under the construction contract as change order work. For this effort, the following subtasks have been included (not necessarily in chronological order):

1. Site Redesign for Future Tank

Conduct the pre-construction meeting, which will include appropriate City staff, Contractor and major subcontractors. B&R will prepare the agenda and minutes for distribution. The meeting will include a discussion of all items pertinent to the successful performance and completion of the project by the contractor, particularly expectations regarding schedule, notifications, testing, and other protocols.

2. Attend Project Design and Coordination Meetings

Conduct and document progress meetings after substantial work progress has been initiated. Prepare and distribute meeting agendas to include schedule updates, key issues and constraints, and progress updates. Prepare and distribute meeting minutes. Contractor will be requested to provide three week

3. Conduct Supplemental Geotechnical Subsurface Investigation

Our subconsultant, Engeo, Inc., will be retained to conduct additional geotechnical investigations and prepare a new or supplemental report to support the future tank site and ensure it will be suitable for that purpose. From their Scope of Services provided to us, they will be performing the following tasks:

Engeo will analyze the subsurface conditions and laboratory test results, and prepare a geotechnical report that will include the items described below.

- ☐ *Suitability of the site for the proposed tank and associated improvements.*
- ☐ *Assessment of geological hazards at the site and in the general project area.*
- ☐ *Treatment of geotechnical constraints such as bedrock excavatability, seismicity, expansive soils and bedrock units, as necessary, based on field exploration results.*
- ☐ *Site grading recommendations, including excavatability, construction constraints, fill placement recommendations, utility backfill, and recommendations for site drainage.*
- ☐ *Foundation design recommendations for recommended foundation type(s) and California Building Code (CBC) seismic criteria.*
- ☐ *Soil parameters for the soil nail wall design including friction angle, cohesion, unit weight, and estimated bond strength.*
- ☐ *Evaluation of global stability.*
- ☐ *Conventional retaining wall recommendations.*
- ☐ *Secondary slab-on-grade (flatwork) recommendations.*
- ☐ *Pavement recommendations for hot mix asphalt and Portland cement concrete.*

The geotechnical report will include a summary of the surface and subsurface conditions, seismicity, laboratory test data, boring log data, and a site plan showing our exploratory location and improvement limits. Our report will be signed by a licensed California Geotechnical Engineer.

TASK 3 Construction Management, Field Observation & Monitoring Services

For a tank rehabilitation project Brelje & Race will typically performs all of the following listed tasks.
Preconstruction Meeting

Conduct the pre-construction meeting, which will include appropriate City staff, Monitors, Contractor and major subcontractors. B&R will prepare the agenda and minutes for distribution. The meeting will include a discussion of all items pertinent to the successful performance and completion of the project by the contractor, particularly expectations regarding schedule, notifications, monitoring, testing, and other protocols.

2. Construction Progress Meetings (Bi-weekly)

Conduct and document progress meetings after substantial work progress has been initiated. Prepare and distribute meeting agendas to include schedule updates, key issues and constraints, and progress updates. Prepare and distribute meeting minutes. Contractor will be requested to provide three week Preconstruction Meeting. Subcontractors and others will be invited as needed from time-to-time.

3. Schedule Management

Provide schedule management including review of contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity durations and sequence. Meet with the contractor to discuss and clarify any significant issues. Review revised schedules as required. Review work progress as compared to the as-planned schedule and notify contractor of schedule slippage. Analyze schedule to determine impact of the weather and change orders on the construction schedule. Review contractor's updates of the construction schedule which incorporates actual progress, weather delays, and change order impacts.

4. Maintain Project Records

Maintain submittal and RFI logs, daily reports and inspection records, compliance testing reports and logs, photo logs and other correspondence and records information. Brelje & Race will also provide the contractor with Statements of Working Days on a weekly basis.

5. Prepare Bi-Weekly Reports

Prepare report of progress and status updates on a bi-weekly basis and submit via email to the City's project manager. Additional reports will be provided upon request or when progress is occurring rapidly.

6. Review Monthly Progress Payments

Evaluate monthly progress payment requests from contractor, review for accuracy and completeness and negotiate changes to quantities where needed and submit to City with recommendation for payment.

7. Requests for Information (RFIs)

Evaluate, coordinate and manage Requests for Information (RFIs) and Requests for Clarifications (RFCs) and all responses. This includes log, tracking progress, request response from appropriate persons, review/edit response, and transmit response to contractor.

8. Potential Change Orders and Contract Change Orders

Coordinate and manage the requests for CCOs and communications regarding PCOs, including log, review in conjunction with City staff, assist with determination of changed conditions and scope definition as needed, assist with negotiation, and incorporate change orders into the construction contract. Brelje & Race will prepare all change order requests with City provided standard forms, if available, or will prepare using our own standard forms.

9. Submittal and Shop Drawing Review Process

Prepare a list of required submittals, provide to the contractor, and keep a log of all submittals and their review status throughout the project. Coordinate and manage the submittal and shop drawing review process. Submittals will be logged, routed to the appropriate reviewer(s) and City staff, with consolidated response transmitted back to the Contractor in a timely

manner. Subsequent resubmittals will also be routed, tracked and returned with appropriate comments.

10. Permit & CEQA Monitoring and Compliance

The project includes a County encroachment permit with conditions which must be monitored and adhered to; our field observer will assist with that monitoring.

CEQA required mitigation measures have also been incorporated into the project specifications and are beyond the expertise of our staff. The mitigation measures requiring monitoring by other experts to ensure compliance include:

- BIO-5a: Install Construction Barrier Fencing to Protect Sensitive Biological Resources Adjacent to the Construction Zone
- BIO-12a: Conduct a Preconstruction Survey for Northwestern Pond Turtles in Suitable Uplands
- BIO-13a: Conduct Preconstruction Surveys for Active Burrowing Owl Burrows and Implement the California Department of Fish and Game Guidelines for Burrowing Owl Mitigation, if necessary. (Survey required and cannot disturb burrows between February 1 and August 31).
- BIO-14a: Avoid Disturbance of Tree-, Shrub-, and Ground-Nesting Special-Status and Non-Special-Status Migratory Birds. (Required within 1 week prior to initiation of construction activities if construction begins between March 1 and August 15)
- C-5a: Implement a Monitoring Program for Buried Cultural Resources. (Native American and archaeological monitors should be present during all initial ground-disturbing activities with the potential to encounter Native American cultural resource.)
[NOTE: A technical report with monitoring recommendations shall be prepared by a qualified archaeologist to guide the actions of monitors and construction crews in the event of an archaeological discovery. We at Brelje & Race are not sure how, when, or if this technical report has been prepared.]
- HAZ-2d: Screen Surface Soils in the Project Area for Residuals from Agricultural Chemicals (Fertilizers and Pesticides)
- HAZ-2e: Stockpile and Sample Excavated Soils

Other standard mitigation measures to be monitored by our inspector include noise, work hours, watching for spills, ensuring vegetation is cleared to prevent fires, ensuring equipment is clean to prevent spread of noxious weeds, protecting existing trees, ensuring streets are clean, etc.

11. Claims Management

Should any disputed work items not be resolved adequately through the change order process and the Contractor files a claim, Brelje & Race will advise and assist City staff throughout the claims process.

12. Field Observation/Inspection

Field observation and inspection duties will be performed on a full time basis to monitor the contractor's work for completeness and compliance with the contract documents. The field inspector will also provide a line of communication between the contractor and the City through the project manager and vice-versa. The field inspector will attend all progress meetings and assist in the progress payment review process, prepare and monitor the punch list and coordinate with contractor for special inspections and owner notification. The field inspector will keep a diary/log, prepare work reports, keep photo documentation of progress, and list all observed activities.

For this project, our Field Observer is also a Society of Protective Coatings (SSPC) certified coatings inspector who will monitor the Contractor's work for compliance with the coating specifications. The inspector will: provide surveillance of environmental conditions during preparation and painting operations; observe cleanliness and preparation of surfaces prior to coating; provide thickness and adhesion testing of coating systems at each coat and the final product, and; provide a testing report to the City. Testing of coating systems will include measurement of dry film thickness (DFT) and SSPC comparative tests for surface preparation. Environmental conditions will also be monitored during painting. Tests include field dew point determination, measurement of steel surface temperatures with a laser thermometer and relative humidity using a sling psychrometer.

Brelje & Race will also coordinate and procure special inspection services for tank welds in accordance with AWWA D-100, and other testing as required.

13. Photograph or Video Documentation

Coordinate pre and post construction video and photographic site survey, provide daily photographic work detail, and provide the City with all photographic material at the conclusion of the job.

14. Field Changes & Plan Revisions

From time-to-time, plan revisions are needed during construction. Brelje & Race will coordinate the efforts of the design engineer and his subconsultants to prepare revisions, or if minor, will prepare the revisions ourselves. Our inspector will also ensure the Contractor keeps an accurate "Record Drawing" set throughout which fully documents any changes or revisions to the original design plans.

15. Inspection Reports

Provide daily reports detailing work items completed, materials used, labor and equipment on site, any potential or incurred CCO work. The daily reports also provides a means to track the contractor's schedule and issues that arise such as problems with traffic control or public safety. The Construction Manager will review all reports ahead of submitting to the City.

16. Geotechnical Observation, QA Testing & Sampling

For all tasks that require specialty knowledge for observations, testing or materials sampling such as geotechnical review, compaction testing, concrete compressive strength testing and welding inspections, Brelje & Race will be utilizing the services of Terrain Geotechnical and/or Consolidated Testing Laboratories.

Dana Brock, of Terrain Geotechnical, is a registered Engineering Geologist and a Geotechnical Engineer. Dana will be providing observation services for footings, retaining walls, embankment fills and keyways, and other matters that our own inspector does not have an appropriate expertise.

Helen Vivian is a certified soils technician and certified concrete specialist. She will provide compaction testing for fill soils, and will collect concrete samples where necessary.

Consolidated Testing Labs will act as the Owner's representative for welding inspections. The Contractor will be required to provide his own welding inspections, however, the City is also allowed under the contract to provide their own inspection services, which is highly recommended. It is anticipated that the City's inspector will be on-site intermittently, mostly to confirm the results of the Contractor's inspector. Should any issues arise with the Contractor's inspections, it may be necessary to increase the presence of the City's welding inspector. Brelje & Race will monitor the testing results of both, and advise the City as necessary.

17. Substantial Completion and Punch List

At the time of substantial project completion, schedule with the City the review and preparation by the field inspector a formal Punch List of items remaining for the contractor to comply with all contract provisions and allow preparation of the Notice of Completion.

18. Project Closeout & Documents Management

Provide the City with copies of all project documentation including, submittal and RFI logs, daily field reports, correspondence, log of testing results, photo documentation and any other pertinent documentation. Assist with preparation of the Notice of Completion, and advise the City when appropriate to pay retention and other final closeout items.

19. Worksite Safety Monitoring & Liability Awareness

Brelje & Race personnel will continuously monitor job site conditions for safety on behalf of the Contractor and the City. Where needed, gentle reminders will be provided (without direction) for situations where better safety or reduced liability become an issue.

20. Water Sampling for Bacteriological Clearance

Brelje & Race's field observer will assist the City in collecting water quality and bacteriological samples for WQ compliance.

FEE

Our fees for these services will be billed monthly on a time and expenses basis, and will not be exceeded without prior written approval from the City. The recommended budget for the provided scope of services is estimated at \$528,750 and is based on the attached Task, Work Hour and Cost Tabulation. The rates used for the tabulation were taken from our current Schedule of Rates, copy also attached.

The construction contract was recently estimated to require 54 weeks for project completion, although it is unlikely work will occur every day, therefore our field inspection services have been estimated based on 52 weeks of full-time observations. Our Construction Manager is expected to spend between 15 and 20 percent of his time throughout the project duration, which is reflected in the fee.

Other assumptions are listed in the tabulation worksheet.

PERSONNEL

The Construction Manager from Brelje & Race will be Sean Jeane. Mr. Jeane is an associate principal at Brelje & Race and an experienced CM who has managed numerous municipal construction projects, including several steel water tank construction and rehabilitation projects of a similar nature.

Field inspection services are currently anticipated to be provided by George Potter, PE, of Brelje & Race. George, our SSPC certified coatings inspector, will have primary responsibility for all field inspection services. Other staff will provide support and assistance as necessary, and act as George's back-up for any occasions George may be unavailable. The project is well suited for George, as he has extensive experience gained from several recent and similar new tank construction projects and several tank recoating projects.

Inspection for compliance the geotechnical recommendations or requirements will be provided by Dana Brock, GE, CEG, of Terrain Geotechnical, Inc. Mr. Brock has a long history assisting Brelje & Race on a wide variety of construction projects.

Brelje & Race has will be retaining Ted Winfield, Ph.D., of Ted Winfield & Associates for performing the wetlands delineation monitoring. Dr. Winfield was the environmental specialist retained by the Design Engineer/Developer, and is responsible for the preparation of the Preliminary Advisor Assessment – Waters of the United States Report for the project site, and he prepared a letter, dated 8/5/16, regarding the status of endangered plants and the California Tiger Salamander on the project site. He is the most qualified individual to ensure the delineation is respected.

Jane Valerius of Environmental Consulting (Botanist) and Trish Tatarian of Wildlife Research Associates (Biologist) are each well-known and respected environmental professionals in Sonoma County. Brelje & Race has a long and successful history of working with each.

For all of our staff and for our subconsultants, full resumes can be provided upon request.

SCHEDULE AND ABILITY TO PERFORM

It is our understanding that the bid advertising is scheduled to begin on February 22nd with bid opening scheduled for March 21st. These dates were selected in order to be able to award the project at the City's April 11th Council meeting, which would allow for construction to begin by May. Brelje & Race will be expected to begin as soon as plans are submitted, which is expected to be by February 17th. Based on these assumptions, our project manager, office and field staff will be prepared to begin work immediately upon authorization to proceed.

Construction, if initiated in May of this year, should continue through May of 2018.

ASSUMPTIONS AND LIMITATIONS

1. Construction surveys are not included. We assume the contractor will be responsible for procuring any needed surveying under his contract, however, Brelje & Race would be happy to provide these services for additional fee if requested.
2. Permits and other fees, if any, are assumed to be arranged for and paid by others.

February 2, 2017

10% Subconsultant Markup:	5	9,200
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EXHIBIT B
SERVICES RATE SCHEDULE
EFFECTIVE MARCH 1, 2016

PROFESSIONAL SERVICES

Senior Principal.....	\$195.00/hour
Associate Principal.....	170.00/hour
Associate.....	155.00/hour
Senior Engineer.....	155.00/hour
Engineer.....	140.00/hour
Engineering Technician.....	120.00/hour
Senior Planner.....	140.00/hour
Planner.....	110.00/hour
Senior Surveyor.....	140.00/hour
Surveyor.....	125.00/hour
Survey Technician.....	115.00/hour
CAD Technician.....	115.00/hour
Construction Engineer.....	135.00/hour
Construction Technician 2.....	120.00/hour
Construction Technician 1.....	100.00/hour
Technical Writer.....	90.00/hour

EXPERT WITNESS & MEDIATION SERVICES

\$350.00/hour

FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	\$175.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$230.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$285.00/hour

CLERICAL SERVICES

\$70.00/hour

OUTSIDE CONSULTANTS

Cost + 10% Handling Charge

OUTSIDE PLOTTING AND REPRODUCTION

Cost + 10% Handling Charge

IN-HOUSE PLOTTING

Vellum or Bond	\$8.00/sheet
Mylar	20.00/sheet

Note

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.