

## **RESOLUTION NO. 2017-045**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING INCREASES TO THE BUDGET, CHANGE ORDER AUTHORITY, AND APPROPRIATIONS AND RELATED ACTIONS FOR THE EASTSIDE TRUNK SEWER PHASE 3, SNYDER LANE WIDENING AND COMMUNITY CENTER PARKING LOT PROJECT (CITY PROJECT 2014-01)**

**WHEREAS**, the Snyder Lane Widening and Eastside Trunk Sewer are identified in the City's General Plan as capital improvement projects necessary to serve planned growth in the City; and

**WHEREAS**, during the design of these projects, the City recognized the opportunity to reduce costs and enhance the delivery of public service by including the Community Center Parking Lot paving within the project design; and

**WHEREAS**, in May 2015, the City awarded the contract for construction of the Eastside Trunk Sewer Phase 3, Snyder Lane Widening and Community Center Parking Lot Project to Ghilotti Construction Inc. and retained GHD Inc. as its construction manager; and

**WHEREAS**, the Eastside Trunk Sewer, Snyder Lane Widening and Community Center Parking Lot Project is nearing completion and minor amendments to the Project's budget and appropriations and the City Manager's change order authority are necessary to complete the work and ensure that new development pays its fair share of the costs; and

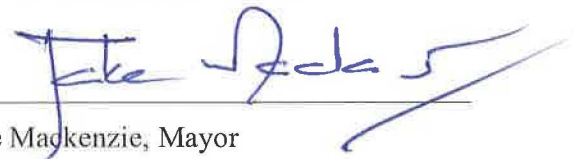
**WHEREAS**, the construction manager is providing the City with unanticipated additional assistance in order to complete the project which necessitates a small increase in its fee for services.

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

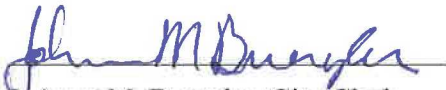
1. The above recitals are true and correct and material to this Resolution.
2. The budget for the Eastside Trunk Sewer, Snyder Lane Widening and Community Center Parking Lot project is increased from \$14,097,403.64 to \$14,130,000.00.
3. The Finance Director is authorized and directed to make transfers and increase appropriations in accordance with Exhibit A, attached and incorporated herein by reference.
4. The City Manager is hereby authorized to execute change orders in an amount up to 22% of the construction contract or \$2,097,569.85.
5. The City Manager is hereby authorized to execute Amendment 1 to the Design Professional Services Agreement with GHD Inc. for an amount not to exceed \$29,307.00 in substantially similar form to Exhibit B, attached and incorporated herein by reference and subject to minor revisions by the City Attorney or City Manager.

DULY AND REGULARLY ADOPTED this 25th day of April, 2017.

CITY OF ROHNERT PARK

  
Jake Mackenzie, Mayor

ATTEST:

  
JoAnne M. Buerger, City Clerk

Attachment: Exhibits A and B

AHANOTU: Absent BELFORTE: Aye <sup>cs/b</sup> ~~Absent~~ CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye  
AYES: ( 3 ) NOES: ( 0 ) ABSENT: ( 1 ) ABSTAIN: ( 0 )  
<sup>B4 cs/b</sup>

RESOLUTION EXHIBIT A  
FINAL TRUE-UP: EXPENSES TO FUNDING

NON-CONSTRUCTION CONTRACT EXPENSES

Subcontractor Expenses	\$2,526,887.53	Subtotal Other Expenses*
Engineer	\$1,946,733.53	77.04%
ESTS3	\$488,115.88	19.32%
DC Pig Lot	\$92,038.13	3.64%

\* Other Expenses include staff time, consultant design, CM, etc. that are not subject to new funding and are shared in the entire "1401" project.

New to existing share of roadway	
\$ 7,062,013.49	total
\$ 6,376,555.28	90.26%
\$ 685,458.21	9.71%

EXPENSES	310-1401 SNYDER LANE New User	Existing User	440-1401 ESTS3 New User	Existing User	1407 CC Pig Lot
CONTRACT	\$ 8,310,655.29	\$ 655,458.21	\$ 2,066,122.00	\$ 154,927.05	\$ 406,272.81
COPY	\$ 1,600,000.00	\$ 27,085.00	\$ 72,556.00	\$ 34,060.23	\$ 82,038.13
Other Expenses (staff consultants, etc.)	\$ 1,757,778.29	\$ 188,555.24	\$ -	\$ -	\$ -
DC Electric & PG&E	\$ 38,773.89	\$ -	\$ 7,214.39	\$ -	\$ -
Remaining encumbrances, not subject to new funding	\$ 57,697.07	\$ 1,710.82	\$ 514,735.24	\$ -	\$ 79,287.58
TOTAL PROJECT EXPENSES (projected)	\$ 9,911,132.30	\$ 903,209.36	\$ 2,540,741.23	\$ 185,986.93	\$ 513,353.48
					\$ 14,130,000.00

BUDGETED FUNDING					
PFF	\$ 7,079,856.64	\$ 4,360,062.00	\$ -	\$ -	\$ 11,439,918.64
GAS TAX	\$ 1,012,440.00	\$ -	\$ -	\$ -	\$ 1,012,440.00
CASINO	\$ 285,000.00	\$ -	\$ -	\$ 215,000.00	\$ 500,000.00
TRAFFIC SIGNALIZATION	\$ 240,000.00	\$ -	\$ -	\$ -	\$ 240,000.00
SEWER UTILITY	\$ -	\$ -	\$ -	\$ 105,000.00	\$ 105,000.00
BOND (FUND 325)	\$ -	\$ -	\$ -	\$ -	\$ 800,000.00
Subtotal funding	\$ 7,319,556.64	\$ 1,297,440.00	\$ 4,360,062.00	\$ 320,000.00	\$ 800,245.00
FUNDING OVER/(UNDER)	\$ (3,591,475.66)	\$ 394,230.64	\$ (77,586.69)	\$ 1,819,320.77	\$ 266,891.51
					\$ (32,596.35)

REQUESTED APPROPRIATIONS					
PFF transfer from ESTS3	\$ 1,819,320.77	\$ (1,819,320.77)	\$ -	\$ -	\$ -
GAS TAX	\$ 718,154.89	\$ -	\$ -	\$ -	\$ 718,154.89
CASINO	\$ (267,534.20)	\$ 75,556.69	\$ -	\$ (215,000.00)	\$ (184,907.51)
TRAFFIC SIGNALIZATION	\$ 54,000.00	\$ (126,936.44)	\$ -	\$ -	\$ (341,941.44)
SEWER UTILITY	\$ -	\$ -	\$ -	\$ 83,996.93	\$ 83,996.93
BOND (FUND 325)	\$ -	\$ -	\$ -	\$ (266,646.51)	\$ (266,646.51)
Subtotal funding	\$ 2,591,475.66	\$ (364,230.64)	\$ 77,586.69	\$ (1,819,320.77)	\$ (266,591.51)
FUNDING OVER/(UNDER)	\$ -	\$ (8.00)	\$ -	\$ -	\$ 0.00
					\$ (32,596.35)

28/17 Notes:

- (1) Apply new/existing user percentages for each of Snyder and ESTS and check against funding
- (2) Figure out what funding (new/existing) is short in Snyder Lane after new/existing user shares are re-applied
- (3) Move some or all of remaining PFF funding appropriation from 440-1401 to 310-1401
- (4) Assumes releases (PG&E, etc.) and moving of expenses (habitat mitigation to 1401-5901) happens.

Proposed new/revised funding

- (a) SNYDER NEW USER SHORTFALL: Move excess PFF appropriation from ESTS3 to Snyder
- (b) SNYDER NEW USER SHORTFALL: Request additional PFF appropriation to Snyder (310-1401)
- (c) SNYDER EXISTING USER SHORTFALL: Move excess Casino appropriation from ESTS3 to Snyder
- (d) SNYDER EXISTING USER SHORTFALL: Request additional Gas Tax appropriation
- (e) ESTS3 EXISTING USER SHORTFALL: Request additional Sewer Utility

**FIRST AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT  
RE: CONSTRUCTION MANAGEMENT FOR THE EASTSIDE TRUNK SEWER PHASE  
III AND SNYDER LANE WIDENING PROJECT 2014-01**

This First Amendment to the Agreement between the City of Rohnert Park ("City") and GHD Inc. Inc. ("Design Professional"), for additional services ("First Amendment") is entered into as of the 25<sup>th</sup> day of April 2017, ("Effective Date"), by and between City and Design Professional.

**RECITALS**

- A. City and Design Professional are parties to an agreement entitled Design Professional Services Agreement RE: Construction Management for the Eastside Trunk Sewer Phase III and Snyder Lane Widening Project 12014-01 dated March 10, 2015, which was authorized by City Council Resolution 2015-044 for an amount not to exceed \$959,500 ("Agreement").
- B. City and Design Professional now desire to enter into this First Amendment to provide for additional work as described below.

**AGREEMENT**

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

1. **Scope of Services.** In addition to the Scope of Services required by Section 1 of the Agreement, Design Professional shall provide additional construction management services that are necessary as a result of unanticipated delays, change orders, and other events that occurred during construction of the Project, as particularly described in Exhibit A, which is attached hereto and incorporated herein.
2. **Compensation.** Design Professional shall perform the Scope of Services described in this First Amendment for an amount not to exceed \$29,307.00. The second sentence of Section 3(A) of the Agreement is amended and restated in its entirety as follows: "However, in no event shall the amount City pays Design Professional exceed Nine-Hundred Eighty-Eight Thousand Eight Hundred and Seven Dollars (\$988,807.00)."
3. **Time of Performance.** The Scope of Services described in this First Amendment shall be completed by December 31, 2017, unless extended in writing by the City Engineer or his/her designee.
4. **Agreement in Effect.** Unless explicitly amended by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
5. **Counterpart Signatures.** This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

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

*(signatures on next page)*

Exhibit B to Resolution

**CITY OF ROHNERT PARK:**

**GHD INC:**

By: \_\_\_\_\_ / \_\_\_\_\_  
Darrin Jenkins, City Manager (Date)  
Per Resolution 2017-\_\_\_\_\_ adopted by the Rohnert Park City  
Council at its meeting of April 25, 2017.

By: \_\_\_\_\_ / \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

By: \_\_\_\_\_ / \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



March 6, 2017

Mr. Artur da Rosa, PE  
Deputy City Engineer  
City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928

**Subject: Construction Management Services Amendment  
Eastside Trunk Sewer Phase III & Snyder Lane Widening Project  
City Project No. 2014-01**

Dear Mr. da Rosa:

As requested, GHD is submitting this Amendment 1 to extend the Construction Management Services for the completion of the construction of the Eastside Trunk Sewer Phase III & Snyder Lane Widening Project. The Amendment is based on our conversations and meeting with the City regarding the completion of the construction project. GHD has put forth extended efforts to keep these costs down while still completing the construction project.

The costs are directly linked to that additional costs incurred by the construction contractor during the construction that were unanticipated. These unanticipated costs include the delay due to:

- PG&E delay for not relocating the electrical line at Jasmine.
- Depth of the utilities requiring a change in roadway section.
- City requested change orders.
- Un-anticipated utilities.
- And extended costs for; startup and budget management.

#### **Scope of Work**

The scope of work is finalizing the construction documentation and closing out the remaining items on the punch list.

#### **Compensation**

GHD proposes to perform the scope of services on an hourly rate, time and materials basis in accordance with our Standard Fees and Conditions. The proposed fee estimate for the scope of services is \$ 29,307.

The total "not-to-exceed" fee will not be exceeded without written authorization by the City. The individual task fees may be adjusted without written authorization provided the adjustments stay within the total "not-to-exceed" limit.



Please do not hesitate to contact us if you have any questions or need additional information.

Kind regards,  
GHD Inc.

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

Jim Winter, PE  
Civil Engineer

Attachment: GHD Rate Sheet, GHD Project Estimating Sheet

# GHD Inc - PROJECT ESTIMATING SHEET

PROJECT NAME: Easterday Tunnel Sewer Phase III & Snyder Widening Construction Management Services PROJECT # 84080511 SHT # 1 of 1  
 PREPARED BY: Jim Winter Date: March 6, 2017 On-Site Inspector: Roger Simpson  
 Principal In Charge: Bill Silva Construction Manager: Jim Winter Principal In Charge: Bill Silva

LABOR CATEGORY>> TASK		Principal In Charge \$220 /HR	Construction Manager \$170 /HR	On-Site Inspector \$140 /HR	Assist CM \$110 /HR	Document Control \$90 /HR	TOTAL HOURS	Other Direct Costs*	Other Services	TOTAL FEE
470 Calendar Days 16 month Construction period month Inspection period										
Phase 1: Rule 20 Observations										
Task 1.1	Confirming Rule 20 Locations	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	60 days 4 hrs/day	\$ -
Sub-Total		\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		\$ -
Phase 2: Contract Administration										
Task 2.1	Perform Project Coordination	\$ -	\$ 3,400	\$ -	\$ -	\$ -	20	\$ 10,155	\$ 120	\$ 13,675
Task 2.2	Prepare and Conduct Preconstruction Meeting	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Preparation 1 hr Meeting notes	\$ -
Task 2.3	Conduct and Document Project Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	weekly contractor meetings 2.0 hr. notes & agenda	\$ -
Task 2.4	Review Contractors Construction Schedule	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Review Schedule 1.0 hr analyze weekly	\$ -
Task 2.5	Maintain Project Records	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Maintain logs, inspection reports, 3 hrs/week - photos, schedules, and correspondence	\$ -
Task 2.6	Review and Evaluate Monthly Progress Payments	\$ -	\$ 1,020	\$ -	\$ -	\$ -	6	\$ -	1 pay requests, including final 6 hrs each	\$ 1,056
Task 2.7	Prepare Monthly Progress Reports	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	17 months plus including final 2 hrs for writing each	\$ -
Task 2.8	Respond to RFIs and Issue RFC's	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Assumed Number of RFIs/RFC's 2 hrs each	\$ -
Task 2.9	Prepare PCO's and Change Orders	\$ -	\$ 1,360	\$ -	\$ -	\$ -	8	\$ -	2 Assumed Number of PCO's 4 hrs each	\$ 1,408
Task 2.10	Coordinate Submittal and Shop Drawing Review	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Assumed Number of shop drawings/submittals 1 hrs each	\$ -
Task 2.11	Monitor Permit Compliance	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	2 weeks, Monitor Contractor compliance with 2 hrs per week, permits & coordination	\$ -
Task 2.12	Monitor Construction Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Months 2 hrs per month	\$ -
Task 2.13	Perform Claims Management	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Assumed Number of PCO's that go towards claims 16 hrs each	\$ -
Task 2.14	Provide Field Inspection/Observation	\$ -	\$ -	\$ 5,600	\$ -	\$ -	40	\$ -	8 hours per day inspection 5 working days	\$ 5,840
Task 2.15	Prepare Photograph and Video Documentation	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Prior to Pre-construction Additional Inspector 40 working days	\$ -
Task 2.16	Field Changes	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	64 Document field changes to drawings 1 of specifications, 1.0 Hours per week	\$ -
Task 2.17	Prepare/Review Daily Observation Reports	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	RSH Materials Testing Hours are included in Task 3.1 and 2.1	\$ -
Task 2.18	Coordinate Materials Testing	\$ -	\$ 34	\$ 40	\$ -	\$ -	74	\$ 10,155	\$ 444	\$ 21,978
Sub-Total		\$ -	\$ 5,780	\$ 5,600	\$ -	\$ -	-	\$ -		\$ -
Phase 3: Project Completion										
Task 3.1	Develop Punchlist	\$ -	\$ 340	\$ 1,120	\$ -	\$ -	10	\$ -	\$ 60	\$ 1,520
Task 3.2	Compile Final Documents	\$ -	\$ 680	\$ 2,240	\$ -	\$ -	24	\$ -	\$ 264	\$ 5,344
Task 3.3	Prepare Final Pay Estimate	\$ -	\$ -	\$ -	\$ 440	\$ -	4	\$ -	\$ 24	\$ 464
Sub-Total		\$ -	\$ 1,020	\$ 3,360	\$ 440	\$ -	58	\$ -	\$ 348	\$ 7,328
Phase 4: Public Outreach										
Task 4.1	Public Outreach	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	Data instance 4 hrs/week	\$ -
Sub-Total		\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		\$ -
Project Totals										
		\$ -	\$ 6,800	\$ 8,960	\$ 440	\$ 2,160	132	\$ 10,155	\$ 996	\$ 29,307
										\$10,155,210.00 Construction Estimate 0.3% of Construction

\* OTHER DIRECT COSTS Include: Telephone, Mileage, Printing, Photo-copies and other misc. direct expenses.