



Agenda Item No: 8.a

Meeting Date: October 18, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

File No.: 06.01.243 & 06.01.245

TOPIC: CITY OF SAN RAFAEL ESSENTIAL FACILITIES CONSTRUCTION PROJECT – FIRE STATIONS 54 AND 55

SUBJECT: CITY OF SAN RAFAEL ESSENTIAL FACILITIES CONSTRUCTION PROJECT – FIRE STATIONS 54 AND 55:

- 1. RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT TO WICKMAN DEVELOPMENT AND CONSTRUCTION, INC. FOR THE CITY OF SAN RAFAEL ESSENTIAL FACILITIES CONSTRUCTION PROJECT – FIRE STATIONS 54 AND 55, IN THE AMOUNT OF \$8,809,000, AND AUTHORIZING CONSTRUCTION CONTINGENCY FUNDS IN THE AMOUNT OF \$880,900, FOR A TOTAL APPROPRIATED AMOUNT OF \$9,689,000;**
- 2. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LOVING CAMPOS ASSOCIATES ARCHITECTS, INC. FOR CONSTRUCTION ADMINISTRATION, SCHEDULING, AND ADDITIONAL SERVICES FOR PHASE 2 ESSENTIAL FACILITIES PROJECTS - FIRE STATIONS 54 AND 55, IN THE AMOUNT OF \$280,300**

RECOMMENDATION:

1. Adopt the resolution awarding and authorizing the City Manager to execute a construction contract to Wickman Development and Construction, Inc.; and
2. Adopt the resolution authorizing the City Manager to execute a professional services agreement with Loving Campos Associates Architects, Inc. for construction administration, scheduling, and additional services.

BACKGROUND:

On November 5, 2013, the voters approved Measure E extending the existing one-half percent local sales tax and increasing the rate by one-quarter percent to provide funding to preserve essential city services. The City has since used those resources to plan, design, construct and manage two new stand-alone fire stations, 52 and 57, and a new Public Safety Center (PSC) that incorporates Fire Station 51. These three projects are collectively referred to as "Phase 1"

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

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of the City's Essential Facilities Program. They have all been successfully completed, occupied and are operational. The Essential Facilities program also includes the design, construction, and management of Fire Stations 54 and 55, referred to as "Phase 2".

Fire Stations 54 and 55 were designed and built in the mid-1960s and are now beyond their useful life.

Fire Station 54 is located at 46 Castro Avenue in the Canal neighborhood. It contains an apparatus bay composed of a steel-framed structure that houses one engine and the City's ladder truck. The apparatus bay is salvageable but requires seismic upgrades. The living quarters consist of a single-story wood-framed structure which has become obsolete due to age and deterioration. The living quarters include a living area, kitchen, sleeping quarters, and a restroom. The living quarters do not meet current standards for seismic, the Americans with Disabilities Act (ADA), or flood protection, and do not provide separate sleeping and restroom space for male and female firefighters. The living quarters will be demolished, and a new code-compliant structure will be constructed in its place.

Fire Station 55 is located at 955 Point San Pedro Road between Knight Drive and Peacock Drive. This station was also built in the 1960s and is mostly a wood-frame structure. The apparatus bay is a wood-frame structure supporting a steel girder roof system. The apparatus bay requires significant seismic improvements but is salvageable. The living quarters, kitchen and sleeping quarters are almost identical to Station 54, with the same issues, and are also beyond their useful life. Like Fire Station 54, the living quarters at Fire Station 55 will be demolished and a new code-compliant structure will be constructed in its place.

The Department of Public Works issued a request for bids for the renovation of the two fire stations in May of 2021. The City received two bids. The contractors who submitted bids were Build Group, Inc. and F&H Construction. The apparent low bidder, Build Group, Inc., withdrew its bid due to a clerical error. The only responsive bidder left was F&H Construction with a total bid amount of approximately \$10.6M. The City decided to reject the bid and rebid the projects.

The original budget for Phase 2 was in place before the onset of the pandemic. The disruptive nature of the pandemic, along with the Shelter-in Place Order that began in March of 2020, caused a worldwide break in supply chains, and in turn instigated a radical shift in market conditions which resulted in greatly increased building supply and construction costs.

In preparing to rebid the project, Staff and the design team incorporated feedback from the bid documents that were received and revised the project to include combining the "add alternate" scope into the base bid to simplify the bidding. The project was rebid and advertised on September 1, 2021, and six bids were received by the deadline of September 30, 2021.

ANALYSIS:

On September 1, 2021, the project was advertised in accordance with San Rafael's Municipal Code. On September 30, 2021, the following bids were received and read aloud:

Fire Station 54 and 55 - Submitted Bids (REBID 09/30/2021)

Business	Base Bid	Bid Alternate Total	Bid Total (including alternate)
Wickman Development and	\$8,699,000	\$110,000	\$8,809,000
Kirby Construction	\$8,881,213	\$250,000	\$9,131,213
D.L. Falk Construction, Inc	\$9,254,000	\$600,000	\$9,854,000
Buhler Commercial Construction	\$10,949,043	\$175,000	\$11,124,043
Sausal Corporation	\$9,969,000	\$170,000	\$10,139,000
Arana Group Inc	\$8,240,696	\$117,224	\$8,357,920

Arana Group was the apparent low bidder but identified a mistake in their bid and withdrew. The construction bids have been reviewed by Public Works staff and the new low bid from Wickman Development and Construction in the amount of \$8,809,000 was found to be both responsive and responsible. City staff recommends awarding the construction contract to Wickman Development and Construction. The bid includes one add alternate to provide fuel dispensing at Fire Station 55. Staff recommends accepting the add alternate for the fueling station in the amount of \$110,000. The add alternate value is incorporated into the total contract cost of \$8,809,000. Should Council choose not to incorporate the add alternate, the total contract value would be \$8,699,000. With a ten percent contingency, the total requested authorized amount will be \$9,689,900.

If the City decides to award the construction contract to Wickman Development and Construction, the City will require construction administration services for the duration of the construction. Loving Campos Associates Architects (“LCA”) provided design services for the two fire station projects. Staff recommends that the City Council approve a professional services agreement with LCA for construction administration services to the City for the duration of the projects including submittal review and approval, schedule management, change-order review, weekly site visits, and other support to the City project manager. The full scope of construction administration services is shown in Exhibit A to the proposed professional services agreement (Attachment 4). LCA will provide construction administration services in an amount not to exceed \$280,300.

PUBLIC OUTREACH:

City staff from Community Development, Public Works, the Fire Department, and the City Manager’s Office have participated in extensive public outreach to neighbors and other interested parties regarding the two projects. Both projects were reviewed by the Design Review Board and the Planning Commission. The City Council conducted public meetings and ultimately approved these two Fire Station projects as part of Phase 2 of the Essential Facilities Strategic Plan. The public will also be contacted prior to demolition and will be noticed prior to the start of construction activities. For more information on public outreach, please see the [Essential Facilities Public Input](#) webpage.

FISCAL IMPACT:

Staff recommends City Council approve a total project budget amount of \$9,970,200, detailed in the below table. This will be appropriated from the Essential Facilities Capital Projects Fund (#420). This fund has been accumulating a portion of Measure E tax dollars for the purpose of these projects and has a sufficient balance set aside to support the total project budget amount.

Bid Total	\$	8,809,000
10% Contingency		880,900
Construction Administrative Services		280,300
Total Project Budget	\$	9,970,200

OPTIONS:

1. Adopt the resolutions as presented.
2. Adopt the resolution awarding the construction contract to Wickman Development and Construction without the add alternate, for a total contract amount of \$8,699,000 and an additional 10% contingency of \$869,000.
3. Do not award the construction contract and direct staff to rebid the project a third time. If this option is chosen, rebidding will delay construction by approximately two months.
4. Do not award the contract and provide direction to staff.

RECOMMENDED ACTION:

1. Adopt the resolution awarding and authorizing the City Manager to execute a construction agreement for the Fire Station 54 and 55 Project to Wickman Development and Construction in the amount of \$8,809,000 and authorizing contingency funds in the amount of \$880,900, for a total appropriated amount of \$9,689,900;
2. Adopt the resolution authorizing the City Manager to execute a professional services agreement with Loving Campos Associates Architects, Inc. for construction administration, scheduling, and additional services in the amount of \$280,300.

ATTACHMENTS:

1. Resolution Awarding and Authorizing the City Manager to Execute a Construction agreement for the Fire Station 54 and 55 Project to Wickman Development and Construction in the amount of \$8,809,000 and authorizing contingency funds in the amount of \$880,900, for a total appropriated amount of \$9,689,900
2. Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Loving Campos Associates Architects, Inc. for Construction Administration, Scheduling, and Additional Services in the Amount of \$280,300
3. Draft Professional Services Agreement with Loving Campos Associates Architects, Inc.
4. Exhibit A to Draft Agreement – LCA Architects proposal

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT TO WICKMAN DEVELOPMENT AND CONSTRUCTION, INC. FOR THE CITY OF SAN RAFAEL ESSENTIAL FACILITIES CONSTRUCTION PROJECT – FIRE STATIONS 54 AND 55, IN THE AMOUNT OF \$8,809,000, AND AUTHORIZING CONSTRUCTION CONTINGENCY FUNDS IN THE AMOUNT OF \$880,900, FOR A TOTAL APPROPRIATED AMOUNT OF \$9,689,900

WHEREAS, on the 1ST day of September 2021, City staff solicited contractor bids for the Essential Facilities Construction Project – Fire Stations 54 and 55, City Projects No. 11394 and 11395 respectively; and

WHEREAS, having advertised and solicited construction bids in accordance with the City's Municipal Code, sealed bids were received on the 30th day of September 2021 for the following project entitled "FIRE STATION 54 AND 55" City Project Numbers 11394 and 11395, in accordance with the plans and specifications therefore on file in the office of the Department of Public Works; and

WHEREAS, the bid specifications for the project specify that the award of the construction agreement for the project shall be based upon the lowest bid to the City of San Rafael; and

WHEREAS, the bid of \$8,809,000 from Wickman Development and Construction at the unit prices stated in its bid, was and is the lowest bid for said work and said bidder is the lowest responsible bidder; and

WHEREAS, City staff recommends an additional 10% of the bid price for contingencies in the amount of \$880,900;

WHEREAS, there are sufficient funds in the Essential Facilities Capital Projects Fund to support this contract.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The bid from Wickman Development and Construction, Inc. is hereby accepted at the unit prices stated in its bid, and the agreement for Essential Facilities Construction Project – Fire Station 54 and 55, City Project Nos. 11394 and 11395,

is hereby awarded to Wickman Development and Construction, Inc. at the stated unit prices.

2. The City Manager is authorized and directed to execute an agreement for the aforementioned project with Wickman Development and Construction, Inc. subject to final approval as to form by the City Attorney, in the amount of \$8,809,000, and to return the bidder's bond upon the execution of the agreement.
3. An additional amount of \$880,900 (ten percent of the construction award amount) shall be available as a contingency for the Essential Facilities Construction Project – Fire Station 54 and 55, and the Public Works Director is authorized to use such contingency funds to authorize change orders to address unforeseen conditions during construction.
4. Funds totaling \$9,689,900 (award amount of \$8,809,000 and contingency of \$880,900) will be appropriated for City Projects No. 11394 and 11395 from the Essential Facilities Capital Projects Fund (#420).
5. The City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 18th day of October 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

File No.:

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LOVING CAMPOS ASSOCIATES ARCHITECTS, INC. FOR CONSTRUCTION ADMINISTRATION, SCHEDULING, AND ADDITIONAL SERVICES FOR PHASE 2 ESSENTIAL FACILITIES PROJECTS - FIRE STATIONS 54 AND 55, IN THE AMOUNT OF \$280,300

WHEREAS, in November 2013, the local voters passed Measure E extending the existing one-half percent local sales tax and increasing the rate by one-quarter percent to provide funding to preserve essential city services. This tax supplanted the former, one-half cent transactions and use tax (Measure S), effective April 1, 2014; and

WHEREAS, the City has since used those resources to plan, design, construct and manage two new stand-alone fire stations, 52 and 57, and a new Public Safety Center (PSC) that incorporates Fire Station 51. These three projects, collectively referred to as "Phase 1" of the City's Essential Facilities Program, have successfully been completed and occupied; and

WHEREAS, the Essential Facilities program also includes the design, construction and management of Fire Stations 54 and 55 referred to as "Phase 2"; and

WHEREAS, Loving Campos Architects, Inc. ("LCA Architects") has provided architectural and engineering services for the "Phase 2" projects for renovation of Fire Stations 54 and 55; and

WHEREAS, the City successfully bid the Fire Station 54 and 55 Project and has awarded the construction contract to the lowest responsible bidder; and

WHEREAS, construction administration services are required for the duration of the project including submittal review and approval, schedule management, change order review, weekly site visits, and other support to the City project manager;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Rafael as follows:

1. The City Manager is hereby authorized to execute a Professional Services Agreement with LCA Architects, in the form included with the staff report for this resolution, subject to final approval by the City Attorney, for necessary construction administration services in the amount of \$280,300.
2. Funds totaling \$280,300 will be appropriated for City Project No. 11394 and 11395 from the Essential Facilities Capital Projects Fund (#420).

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 18th day of October 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

**FOR CONSTRUCTION ADMINISTRATION AND SCHEDULING SERVICES FOR
PHASE 2 ESSENTIAL FACILITIES PROJECTS - FIRE STATION 54 AND 55**

This Agreement is made and entered into this ____ day of _____, 20____, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and LOVING CAMPOS ASSOCIATES, ARCHITECTS, INC. a corporation authorized to do business in California (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, the **CONSULTANT** has previously provided architectural and engineering services for the “Phase 2” projects for renovation of Fire Stations 54 and 55; and

WHEREAS, the City successfully bid the Fire Station 54 and 55 Project and has awarded the construction contract to the lowest responsible bidder; and

WHEREAS, construction administration services and other support to the **CITY**’s project manager are required; and

WHEREAS, the **CONSULTANT** has agreed to render such services.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY’S Project Manager.** Fabiola Guillen-Urfer is hereby designated the **PROJECT MANAGER** for the **CITY** and said **PROJECT MANAGER** shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT’S Project Director.** **CONSULTANT** shall assign a single **PROJECT DIRECTOR** to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Carl Campos is hereby designated as the **PROJECT DIRECTOR** for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute **PROJECT DIRECTOR**, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide services as outlined in **CONSULTANT**’s proposal, dated October 8, 2021, marked as Exhibit A, attached hereto and incorporated herein.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as follows outlined in Exhibit A.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** on a fixed fee basis for services rendered in accordance with the rates shown in Exhibit A, for a total not-to-exceed \$280,300.

Payment will be made monthly upon receipt by **PROJECT MANAGER** of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for two years commencing upon date of execution of this agreement. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to one year.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and

related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct

of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

Fabiola Guillen-Urfer
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

TO **CONSULTANT**'s Project Director:

Carl Campos
Loving Campos Associates, Architects, Inc.
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

[If CONSULTANT is a corporation, add signature of second corporate officer]

By: _____

Name: _____

Title: _____

ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: **October 8, 2021**

LCA Project #19073

ASR 04

Project: **Fire Stations 54 & 55, San Rafael, CA**

Owner: San Rafael Fire Department Public Works Department

Individual: Bill Guerin, Director, Public Works, bill.guerin@cityofsanrafael.org

CC: Fabiola Guillen-Urfer, Fabiola.guillenuufer@cityofsanrafael.org

Subject: **Construction Administration, and Limited Construction Management Services for:**

Fire Station 54: 46 Castro Avenue, San Rafael, California 94901

Fire Station 55: 955 Pt San Pedro, San Rafael, California 94901

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

Explanation: Per the Client's request, the following has been added to the Scope of Work:

FIRE STATION 54 AND FIRE STATION 55: CONSTRUCTION ADMINISTRATION

1. Provide Architectural and Engineering Construction Administration Services for Fire Station 54 and Fire Station 55.
2. Provide Limited Construction Management Services for Fire Station 54 and Fire Station 55 to assist you with your in-house project management.
3. Issue the Certificate of Substantial Completion at the appropriate date, vetted and approved by you.
4. Review and advise on payment applications from the Contractor.
5. Provide one (1) punch list walk-thru of each station and a "final punch list" review walk-thru that confirms that the project is completed.
6. Provide the appropriate Close-Out documents per our Master Agreement dated June 3, 2019.
7. Assumes there will be one (1) General Contractor for both Fire Stations.
8. Assumes and allows for bi-weekly, Architect only, site observation of the progress of the work and a "final punch list" review/walk-thru that confirms that the project is completed.
9. Assumes all other weekly meetings will be by videocall (Zoom / Microsoft Teams).

San Rafael Fire Department Public Works Department
10/08/2021
LCA #19073: ASR 04
Page 2 of 3

10. Represent, advise, and consult with the Owner.
11. Review and respond to properly prepared, timely requests by the Contractor for additional information about the Construction Documents.
12. Provide periodic site visits to become generally familiar with the site and keep the Owner informed about the progress and quality of the work.
13. Review and take appropriate action upon Contractor's submittals, such as Shop Drawings, Product Data, and Samples for conformance to the design intent of the Construction Documents.
14. Conduct construction site reviews to assist the Owner in determining project completion dates, and review payment applications, if required.

***Fire Station 54:
Architectural and Engineering Consultants, Fixed Fee: \$115,900.00
(See Exhibit C)**

***Fire Station 55:
Architectural and Engineering Consultants, Fixed Fee: \$104,400.00
(See Exhibit C)**

The fees described in this proposal assumes that there will NOT be a separate professional Construction Management Firm hired/retained by the City. If the City retains a separate Construction Management Firm, then these fees will be subject to renegotiation.

*** These fees require that both fire stations will be constructed at the same time, by the same General Contractor.**

FIRE STATION 54 AND FIRE STATION 55: PROJECT SCHEDULING SERVICES

Provide Construction Management Scheduling Services as follows:

1. Develop and maintain progress reports with the project team in order to inform management of program and project status.
2. Review Contractor's CPM schedules to verify compliance with specified project requirements, constraints, milestone dates, and completeness.
3. Analyze critical path and project constraints to determine any impact from changes of schedule; create recommendations for workarounds.
4. Perform CPM Time Impact Analysis (TIAs) using various methods of analysis and assists project team in negotiating settlements with Contractors.
5. Prepare Schedule Variance Reports.
6. Develop and maintain project and construction schedule, identify relationships, logic, milestones, and constraints.
7. Monitor and actively participate in project and program scheduling issues while administering best practices and standards.
8. Obtain accurate and timely program schedule updates from project teams and performs QA/QC on information received.
9. Perform Critical Path analyses and Earned Value analyses.
10. Coordinate and attend program and project scheduling and construction progress meetings.

**Fixed Fee: \$60,000.00
(See Exhibit B and Exhibit C)**

**Attachments: Exhibit B – Ron Guelden Resume, Project Manager
Exhibit C – Itemized Summary of Services**



Carl E. Campos, CEO, LCA Architects, Inc. Date

Authorization of Additional Services Date



City of San Rafael
Fire Station No. 54 & Fire Station No. 55
Construction Manager Resume
September 3, 2021 – [EXHIBIT B](#)

RON GUELLEN
101 Taylor Road, Tiburon, California 94920
(415)435-2082

Employment:

Construction Management Services
(2015 – Present)

- Fire Station 3, Rohnert Park (recently completed)

Construction Consulting Services
(2015 – Present)

- East Garrison Fire Station, East Garrison, Monterey, CA
- Fire Station 16, Lafayette, CA
- Fire Station 39, Fairfield, CA
- Fire Station 70, San Pablo, CA

Facilities Manager
Contra Costa Fire Prevention District, Pleasant Hill, CA
(2002 – 2015, Retired)

- Fire District Facilities Manager – Manager of Fire District construction projects for new, relocation, and rehabilitation of fire stations.
- Professional and Construction Services – Management of architectural, engineering, contracting, and other professional, technical, and out-sourced services for construction and related projects at fire stations and facilities.
- Facilities Maintenance – Supervision of one Fire Maintenance Worker. Manager contracts for facilities maintenance services. Fire District facilities include (30) fire stations, (1) training camp, (1) warehouse, (1) apparatus shop, (2) administration centers, (1) communications center, and (6) bare parcels totaling (15) acres.
- Real Property – Acquisition and disposal of property for fire stations.
- Fueling Facilities – Construction, repairs, reporting, testing, and management of (25) fueling stations.
- ADA Compliance and Risk Management
- Hazardous Materials – Coordination, implementation, and reporting of hazardous materials; coordinate and manage hazardous materials testing and abatement including asbestos, mold, site pollution.
- Implementation of Developer Fees – Coordination and implementation of Fire District Developer Impact Fees and production of Capital Improvement Plan.

Facilities Manager, Assistant Director of Housing Operations
Housing Authority of the County of Contra Costa, Martinez, CA
(1997 – 2002)

- Property Management / Facilities Maintenance – Overall supervision of (4) Maintenance Supervisors and (25) full-time Maintenance Mechanics. Facilities include (1,280) units of public housing, (8) maintenance shops, (7) clerical offices, (1) central administration office, and (1) purchasing / warehouse facility.
- Lease Management – Lease administration for non-residential Housing Authority Labor Relations Committee. Representative on management negotiating team for (2) 3-year labor contracts (1998 – 2004).

- Purchasing / Warehousing – Supervision and contract administration for Housing Authority vehicle fleet.
- Contract and Administrative Services – Compose, negotiate, and complete contracts for vendor services. Complete and maintain tenant utility allotments for income rental allocations.
- Technical Services – Provide technical, reference, and informational services for agency personnel.
- Insurance, Safety, and Risk Management – Chair of the Safety Committee of the California Housing Authority Risk Management Association (a JPA for Housing Authority general insurance). HACCC Safety Coordinator. Co-chair for HACCC Senior Safety Committee. Team leader for collective employee risk management.

Project Manager, E. Elliott & Associates, Inc.

Commercial and Industrial Repair and Engineering Martinez, CA

(1981 – 1977)

- Project Supervisor – Supervision of operational activities and contracts. Direct supervisor of leadmen and employees of all construction trades and sub-contracted services. Scheduling and projections of employees, work orders, ad contracts.
- Customer Accounts – Primary customer contact for all phases of project completion. This includes estimating, cost accounting, contract negotiations, and client relations.
- Purchasing – Procurement by competitive quotation for materials and services for client projects and business services. Best source purchasing for routine business needs.
- Quality Control / Quality Assurance – Ensure compliance with government, customer, and regulatory agencies, QC / QA requirements.

Education & Certification:

- Bachelor of Science, Business Administration – June 1977
 - Humboldt State University, Arcata, CA
- General Engineering Contractor (Class A); General Building Contractor (Class B)
 - California Contractors State License Board, License No. 706751 (Maintained inactive)
- Certified Facility Manager, Retired in 2015
 - International Facility Management Association
- Advanced First Aid (First Responder) Cardiopulmonary Resuscitation
 - American Red Cross

Exhibit C – Itemized Summary of Services

Construction Administration for 12 months: Fire Stations 54 & 55: \$220,300.00

Project Scheduling Services: \$60,000.00

Total: \$280,300.00