

August 4, 2020
Engineering

TITLE: APPROVE PLANS AND SPECIFICATIONS, REVIEW BIDS, AND AWARD A CONSTRUCTION CONTRACT TO MAR CON BUILDERS, INC. IN THE AMOUNT OF \$6,988,000 FOR THE LIVERMORE PLEASANTON FIRE DEPARTMENT FIRE STATION NO. 3 PROJECT, CIP NO. 17423, AND APPROVE AMENDMENT THREE TO THE PROFESSIONAL SERVICES AGREEMENT WITH JEFF KATZ ARCHITECTURE IN THE AMOUNT OF \$187,000 FOR CONSTRUCTION SUPPORT SERVICES REQUIRED DURING THE IMPLEMENTATION OF THE LFPD FIRE STATION NO. 3 PROJECT

SUMMARY

Bids have been received to demolish the existing Livermore Pleasanton Fire Department (LFPD) Fire Station No. 3 and construct a new approximately 8,800-square-foot two-story, two apparatus bay fire station on the site located at 3200 Santa Rita Road. The existing building was constructed in 1969 and cannot support the needs of the modern fire department. In addition to the building, the project includes all site work and landscaping at the fire station site. The project also includes setting up a temporary facility on the vacant property located at the southeast corner of Stoneridge Drive and Rheem Street that will be used as a temporary fire station during the demolition and construction of Fire Station No. 3. The project was designed and competitively bid in accordance with California Public Contract Code. Staff recommends the award of the construction contract to the lowest responsible bidder, Mar Con Builders, Inc., in the amount of \$6,988,000. Staff also recommends that City Council approve a third amendment to the professional services contract with the building design architect, Jeff Katz Architecture (JKA), in the amount of \$187,000, to provide construction management support services for the project.

RECOMMENDATION

1. Approve the plans and specifications for this project.
2. Review the bids and award the project construction contract to Mar Con Builders, Inc. of Oakland, Ca, in the amount of \$6,988,000.
3. Authorize the City Manager to enter into the construction contract with Mar Con Builders, Inc.
4. Authorize the Director of Engineering to approve and execute contract change orders for a contingency amount not-to-exceed \$1,048,200 (approximately 15 percent of the construction contract amount).
5. Authorize the City Manager to execute the third amendment to the professional services agreement with JKA in the amount of \$187,000 to provide construction support services.

FINANCIAL STATEMENT

The anticipated total expenditure to complete this project, including all expenditures to date, is \$9,185,158. This cost includes: the design; construction and construction contingency; furniture, fixtures, and equipment; the rental of the property for the temporary fire station and the rental of a modular building to serve as the temporary fire station; the utility connections for Fire Station No. 3 and the temporary fire station, as well as other miscellaneous costs. There is \$10,005,147 budgeted in CIP No. 17423 to complete the project. The funding, expenditures to date, and anticipated expenditures to complete the project are detailed in Attachment 1.

BACKGROUND

Plans and specifications for the project were prepared by JKA, who was selected by the City through a Request for Qualification (RFQ) process. JKA has designed and been involved with the construction of over a 100 fire stations throughout California. Through this experience, JKA has developed a keen understanding of how modern fire departments operate and the facilities necessary to support their operations. In addition, JKA understands maintenance requirements and municipal budget constraints, so their station designs are developed with function and efficiency as key considerations. Working closely with Engineering, Operations Services, and LFPD staff, the station has been designed to incorporate best practices for fire personnel health and safety, promote quick response from the station and provide a facility that will serve the City, LFPD, and the community for the next 50-plus years. The Planning Commission reviewed the design and voted unanimous support of the project.

DISCUSSION

Bids

Sealed bids for the construction of Fire Station Three were received on June 30, 2020. Nine general contractors submitted bids on the project.

<u>Bidder</u>	<u>Bid Amount</u>
S.W. Allen Construction, Inc.	\$6,635,873
Mar Con Builders, Inc.	\$6,988,000
Diede Construction Inc.	\$7,003,000
Midstate Construction	\$7,053,618
Zovich and Sons, Inc.	\$7,185,000
DL Falk Construction Inc.	\$7,194,000
Alten Construction Inc.	\$7,284,000
JUV Inc.	\$7,500,000
Sausal Corporation	\$7,554,012
Build Group, Inc	\$9,235,000

On July 2, 2020, S.W. Allen Construction, Inc. submitted a letter stating their bid contained clerical errors and requested they be relieved from their bid. The letter provided the details of the clerical error and indicated their bid should have been \$7,253,532, and not the \$6,635,873 they submitted in their bid proposal. After reviewing California Public Contract Code Section 5103 and the details of the clerical error, staff

determined that S.W. Allen Construction, Inc. is legally qualified to withdraw their bid without penalty.

Due to the legal bid withdrawal, the low bidder on this project is Mar Con Builders, Inc. of Oakland, Ca, at \$6,988,000. All of their low bid documents were found to be in order, and past work performed by Mar Con Builders, Inc. was verified to be satisfactory. Staff recommends award of the construction contract to Mar Con Builders, Inc.

Budget

Attachment 1 includes all expenses to date on this project. It also shows all anticipated expenses to complete the work, including a contingency.

To date, \$448,040 has been expended on the project. The majority of the expense was used for the design development of the station and the creation of permittable and biddable plans and specifications. Other, minor expenses include costs associated with the modular building that will be used as a temporary station, the design of the needed PG&E power upgrade to the new station, plan printing, etc.

The estimated cost to complete the project is \$8,737,118. This estimate includes: the construction award of \$6,988,000 and a recommended contingency set at 15 percent of the construction award amount; the cost of furniture, fixtures and equipment for the new station; construction management and administration; special inspection and material testing; and the cost of upgrading the PG&E power to the new station. This estimated cost also includes the rental of both the vacant property and the modular building for the temporary fire station, the purchase of necessary storage containers for equipment at the temporary station, as well as some funds to "move-out" of the old station, and then back in to the new station. Finally, there is a miscellaneous line item of \$10,000, set aside and apart from the construction contingency for anything found to be necessary at the temporary station site over the course of its anticipated 14 months of operation.

All included, the total project cost is estimated to be \$9,185,158.

Funds have been allocated toward the replacement of Fire Station No. 3 in the City's Capital Improvement Program over the span of several fiscal years. As shown on Attachment 1, the allocations total \$10,005,147. Based upon the estimated cost to complete the project, there will be a \$819,989 remaining fund balance when the project is complete.

Schedule

If the City Council elects to award the construction contract, it is anticipated that the contractor will start work on this project in September 2020. The first item of work will be the preparation of the temporary fire station, which will take six to eight weeks. LFPD will then have two weeks to relocate from the existing station. Demolition of the existing station can then begin, which is estimated to begin in November 2020. Construction is estimated to last ten months; the station should be ready for occupation in September 2021. Following the occupation of the new fire station, the temporary station will be dismantled, and the vacant site returned to pre-project condition.

The estimated schedule for the project is outlined below:

Approval of Plans and Specifications/Award of Contract	August 4, 2020
Begin Work on Temporary Fire Station	September 1, 2020
Relocate to Temporary Fire Station	November 1, 2020
Begin Construction of Station No. 3	November 2020
Complete of Construction of Station No. 3	September 2021
Complete Temporary Fire Station Site Restoration	October 2021

As the City Council is aware, this is an estimated schedule for planning purposes as weather or other factors could affect the schedule.

Submitted by:



Stephen Kirkpatrick
Director of Engineering

Fiscal Review:



for Tina Olson
Director of Finance

Approved by:



Nelson Fialho
City Manager

Attachments:

1. Funding and Estimated Expenditures
2. Amendment Three to JKA Professional Services Agreement

DESIGN & CONSTRUCT "NEW" FIRE STATION #3
CIP NO. 17423
08/04/20

Project Funding to Date	Amount	Totals
2017-18 CIP Allocation - Fund 203	\$2,241,421	
2019-20 CIP Allocation - Fund 203	2,647,073	
2018-19 CIP Allocation - Fund 201	1,970,147	
2020-21 CIP Allocation - Fund 201 (New Funding)	1,352,927	
2017-18 CIP Allocation - Fund 204	1,793,579	
SUBTOTAL FUNDING TO DATE	\$10,005,147	
 TOTAL PROJECT FUNDING		\$10,005,147
 Project Expenditures to Date		
Advertising	\$333	
Plan Printing - Studio Blue	2,227	
Jeff Katz Architectural Corp. - Design Architect	436,382	
Pacific Mobile Structures - Deposit for Temp. Modular	2,898	
Traverso Tree Service - Tree Assessment	1,200	
PG&E - Design	5,000	
TOTAL PROJECT EXPENDITURES	\$448,039	
 Anticipated Project Expenditures		
Mar Con Builders, Inc. - Construction Contract (Lowest Bid)	\$6,988,000	
Mar Con Builders, Inc. - Contingency (Approx. 15%)	1,048,200	
Jeff Katz Architectural Corp. - Design Architect	68,618	
Furnishings & Equipment	110,000	
Special Inspection & Material Testing	80,000	
Temporary Facilities Modular Rental (14-months)	95,000	
Temporary Facilities Site Rental (14-months)	27,300	
Temporary Facilities monthly utilities (14-months)	23,000	
Construction Support Services	187,000	
Storage Containers for Fire Equipment	20,000	
PG&E	60,000	
Moving Expenses	20,000	
Miscellaenous	10,000	
TOTAL ANTICIPATED PROJECT EXPENDITURES	\$8,737,118	
 TOTAL ESTIMATED PROJECT EXPENDITURES		\$9,185,158
 Funding Balance/ (Shortfall)		
Current Balance		\$819,989

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is entered into this ___ day of _____, 2020, by the City of Pleasanton ("City") and Jeff Katz Architecture ("Consultant").

Whereas, on July 18th, 2017, the City and Consultant entered into a Professional Services Agreement for design services ("Agreement"); and

Whereas, the First Amendment to the Agreement was issued on January 15, 2019; and

Whereas, the Second Amendment to the Agreement was issued on January 20, 2020; and

Whereas, it has been determined that an additional scope of work, as described in the attached Exhibit A is needed; and

Whereas, the parties desire to amend to the Agreement;

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 1 of the Agreement, " Consultant's Services" is amended to read:
The scope of work shall include the construction support services as described in Exhibit A attached to the Third Amendment of this Agreement.
2. Section 5 of the Agreement, "Compensation" is amended to read:
The City shall pay the Consultant additional compensation of \$187,000 for the work described in the attached Exhibit A. The total compensation for services and reimbursements for costs shall not exceed \$692,000 unless the parties agree pursuant to Section 8.
4. Section 4 of the Agreement, "Term" is amended to read:
The work shall be completed by December 31, 2021.
3. All other terms and conditions of the Agreement shall remain in full force and effect.
4. This amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Contractor shall deliver its original wet ink signature to the City within thirty (30) days following Contractor's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.

In witness whereof, authorized representatives of the parties have executed this Third Amendment to the Agreement as of the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Nelson Fialho, City Manager

By: _____
Signature

Print name

Title: _____

ATTEST:

Karen Diaz, City Clerk

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____

Rev. 5/19



July 1, 2020

Steve Kirkpatrick
City Engineer
City of Pleasanton
123 Main Street
Pleasanton, California 94566

RE: **Architectural Additional Services – Pleasanton Fire Station 3 Added
Construction Support Services**

Dear Steve,

Per your request I am pleased to offer this proposal for Construction Support Services. Knowing that our current contract includes a high level of Construction Administration services already, I have structured this proposal to focus on the additional services suggested that are in addition to what is covered by our current scope of services. I have listed all of the suggested construction support items below, but added italics to the items I believe are already adequately covered by our current agreement. This fee is based on a construction duration of Fifteen months. Having been involved all the way through on this project, I believe our office is the most qualified to provide these services to the City and can do so in a cost effective manner given the work already within our project scope. Our proposed services are as follows:

Construction Support services

- Work with City, Fire Department, and contractors to clearly define roles and responsibilities during construction and develop a construction management plan.
- *Coordinate the work of the contractor without interfering in the progress of the project and make them a part of the project team.*
- *Chair and conduct meetings with City, architect, and contractors. Assure that the project is on schedule and if not, develop recovery plans with contractor.*
- Provide on site field verification of work an average of three (3) days per week to include daily report of staffing, trades and work being done.

- Establish notification procedures for any shutdowns of utilities that impact the progress of the work.
- Coordinate with Fire Department for move out of existing building to temp facilities, and relocation back into new facility.
- Coordinate the testing and inspection of the project (T&I under separate contract to the City) and review test reports and make recommendations as necessary.
- *Develop and maintain correspondence logs.*
- *Review and make recommendation on change order requests from the contractors. In particular determine if the requests are legitimate.*
- Review any City or design team document changes and prepare cost estimates for each.
- *Maintain a change order log reflecting the status of each change order and the total cost of changes.*
- *Develop and maintain submittal and shop drawing logs.*
- *Develop and maintain a Request for Information (RFI) logs.*
- Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.
- Review the monthly payment requests for completeness and accuracy including lien releases are in order and make recommendation for payment to City.
- *Monitor the construction schedule provided by the contractors.*
- Provide progress photos of the project on a regular basis.
- Review any potential claims. If any received, review them and make recommendations.
- *Conduct field inspection to evaluate work in progress to confirm that it conforms to the contract documents.*
- Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.
- *Prepare in conjunction with the design team and City all punch lists. Monitor the completion of the punch lists by the contractors.*
- *Coordinate and receive all closeout items including as-built drawings, operation and maintenance manuals, and warranties as required.*
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.
- Assist with owner training of building systems.
- Transmit project documents to the City after final close out tasks are complete.

Pleasanton Fire Station 3 Construction Support Services

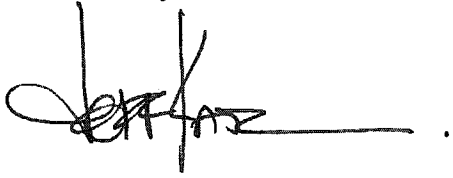
July 1, 2020

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The fee for the above noted items is a fixed fee of One Hundred Eighty Seven Thousand Dollars (\$187,000.00). Invoices will be submitted monthly for the percentage of work completed during the month.

I appreciate the opportunity to present this proposal. If this is acceptable please prepare a Change Order in this amount. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 698-9177.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Katz", with a long horizontal line extending to the right.

Jeff Katz, AIA
President