


Agenda Report Reviewed by:  
City Manager: 

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM

**Meeting Date:** July 18, 2023  
**To:** Honorable Mayor and City Councilmembers  
**From:** Larry McLaughlin, City Manager  
Toni Bertolero, Engineering Consultant  
**Subject:** Bodega Avenue Bike Lanes and Rehabilitation Phase 2  
**Recommendation:** Approval of Modification 2 to Amendment 4 with Wood Rodgers for the Bodega Avenue Bike Lanes and Rehabilitation Phase 2 (CIP#0514-22.06)  
**Funding:** Currently Budgeted:  Yes  No  N/A

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

**INTRODUCTION/PURPOSE:**

This item is to request that Council approve Modification 2 to Amendment 4 of Master Agreement No. 2010-01-37 with Wood Rodgers for the Bodega Avenue Bike Lanes and Rehabilitation Phase 2 Project (CIP #0514-22.06) for the amount not to exceed \$20,000 and authorize the City Manager to execute said Modification 2.

**BACKGROUND:**

On April 6, 2021, Council approved Amendment 4 with Wood Rodgers for design and environmental review of the Bodega Avenue Bike Lanes and Pavement Rehabilitation Project from High Street to Pleasant Hill Road for an amount not to exceed \$250,805.

On September 7, 2021, Council approved Modification 1 to Amendment 4 for the preparation of a cultural resources study as required by Caltrans and as a condition of the OBAG 2 grant funding for the project. Modification 1 was for \$53,000 and the new contract total for the design and environmental services was \$303,805.

On July 20, 2021, Council approved splitting the project into two phases due to funding constraints. Phase 1 is the segment from High Street to Robinson Street and the remaining segment to Pleasant Hill Road is Phase 2.

On May 16, 2023, Council awarded the construction of the Phase 1 project to Argonaut Constructors and construction is anticipated to commence in the next month.

Wood Rodgers is completing the preparation of the Phase 2 plans, specifications, and engineer’s estimate.

**DISCUSSION:**

A budget increase to the Wood Rodgers design and environmental services contract is requested as a result of changes in the scope from the original contract:

- Multiple iterations on pavement design detailing, and cost estimating to reduce project cost;
- Various iterations on ADA ramp designs to coordinate the work with the City’s other CIP project (SR 116 and Bodega Avenue intersection improvements at Florence Avenue and Robinson Street aka “Quick Strike” project);
- Preparation of two separate construction bid packages for Phase 1 and Phase 2.

A detailed scope is included in the attached Modification 2 contract.

**GOALS:**

This action supports the following City Council Goals and General Plan Actions:

- Goal 2 - Maintain, Improve and Invest in the City's Infrastructure (Water, Sewer, Streets, Circulation, Parks, Storm Drains and Public Facilities).

**ENVIRONMENTAL REVIEW**

The Project occurs within existing right of way and involves the repair and maintenance of existing public facilities with negligible or no expansion of use, and the addition of bicycle facilities including bicycle-sharing and bicycle lanes, and pedestrian crossings, and therefore is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15301(c), 15304(f) and 15304(h). A Notice of Exemption prepared for the Project has been approved by the Planning Director and filed with the County Clerk.

In addition, in accordance with Federal Highway Administration (FHWA) requirements for use of federal highway funds, the Project must follow the National Environmental Policy Act (NEPA) and other applicable federal environmentally related laws. Pursuant to federal code and agreement with the FHWA, Caltrans carried out its responsibility and determined the Project is a Categorical Exclusion under Title 23 of the Code of Federal Regulations, Section 771.117(c)(26), which includes activities of modernization of a highway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes.

**PUBLIC COMMENT**

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

**PUBLIC NOTICE**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

**FISCAL IMPACT**

The adopted Fiscal Year 2023-24 CIP budget includes an appropriation of \$51,000 for the design of the Bodega Avenue Bike Lanes and Pavement Rehabilitation Phase 2 Project (CIP #0514-22.06) from Fund 123, Pavement Reserve Funds.

**RECOMMENDATION**

It is recommended that Council approve Modification 2 to Amendment 4 of Master Agreement No. 2010-01-37 with Wood Rodgers for the Bodega Avenue Bike Lanes and Rehabilitation Phase 2 Project (CIP #0514-22.06) for the amount not to exceed \$20,000 and authorize the City Manager to execute said Modification 2.

**Attachment:**

- Modification 2, Amendment 4 of Master Agreement No. 2010-01-37, Wood Rodgers



**MODIFICATION 2  
to Amendment No. 4 of the Master Agreement 2010-01-37  
for the Bodega Avenue Corridor Reconstruction Phase 2  
Design Between the City of Sebastopol and Wood  
Rodgers, Inc.**

The parties hereto agree to modify Amendment No. 4 of the above-captioned agreement as described below and detailed in the attached Proposal.

**Scope**

Changes to Scope of Work:

Task 6 Final Design

Task 6.3 Final Plans, Specifications, and Estimate

**Fee**

**Amount of Modification 2 is not to exceed \$20,000.00.**

New total amount is as follows:

Amendment No. 4	\$250,805.00
Modification 1 Tasks	53,000.00
Modification 2 Tasks	<u>20,000.00</u>
<b>Not to Exceed</b>	<b>\$323,805.00</b>

Prior to incurring any costs in excess of this “Not to Exceed” amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as shown in Exhibit A.

All other terms and conditions of Master Agreement 2010-01-37 are hereby incorporated by reference and made a part of this Contract.

**APPROVED:**

**CITY OF SEBASTOPOL**

**WOOD RODGERS, INC.**

\_\_\_\_\_  
Larry McLaughlin  
City Manager/City Attorney

\_\_\_\_\_  
Matthew W. Salveson, PE, PhD

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# WOOD RODGERS

June 30, 2023

City of Sebastopol – Bodega Avenue Corridor Reconstruction  
Attention: Larry McLaughlin, City Attorney / City Manager  
714 Johnson Street  
Sebastopol, California 95472

**RE: Bodega Avenue Corridor Reconstruction Phase 2 Design – Request for Amendment #3**

Dear Mr. McLaughlin,

Wood Rodgers requests a revision of our contract scope and fee to complete the Phase 2 design package to the 95% level. We understand that additional changes may be needed to conform to future conditions, but these will be addressed under a separate contract.

Changes in our contract scope include:

- Multiple iterations on pavement design, detailing, and cost estimating to reduce project cost.
- Various iterations on ADA ramp designs in order to incorporate the work into other projects (e.g. Quick Strike or future developments).
- Project has been split into two construction phases, requiring the preparation of two separate bid packages containing project plans, specifications, and estimate.

For the Phase 2 design, we assume the following in terms of drainage design:

*Wood Rodgers will prepare hydrologic and hydraulic calculations consistent with the standards outlined in the Sonoma County Water Agency Flood Management Design Manual and proposed drainage appurtenances will meet applicable County and City design criteria. Existing drainage patterns will be perpetuated, and runoff will be directed to existing storm drain systems located at the southeast corner of the intersection of Pleasant Hill Road and Bodega Avenue and approximately 300 feet to the west of the intersection of Nelson Way. It is assumed that any additional impervious area created by the project is negligible in comparison to the larger watershed area tributary to the storm drain system at these two locations.*

## Scope

Proposed changes to our contract scope of work include:

### Task 6 Final Design

#### Task 6.3 Final Plans, Specifications, and Estimate

*Add the following:*

Wood Rodgers will prepare two separate bid packages: The limits of Phase 1 of the project will extend from approximately Nelson Way to High Street.

**Fee**

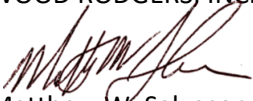
We propose to provide these additional services for the following not-to-exceed amounts:

- Task 6 - \$20,000

The total not-to-exceed contract amendment is \$20,000. The work would be done at our current approved contract rates.

Please call me if you have any questions.

Respectfully Submitted,  
WOOD RODGERS, INC.



Matthew W. Salveson, PE, PhD  
Project Manager



City of Sebastopol

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.  
If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

**Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation**

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

**Waiver of Subrogation**

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

**Verification of Coverage**

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.