

**SAN RAMON VALLEY FIRE PROTECTION DISTRICT**  
**Board of Directors Special Meeting**

**April 2, 2021 – 10:00 a.m.**

*Matt Stamey, Board President*  
*Ryan Crean, Board Vice President*  
*Don Parker, Director, Michelle Lee, Director, Thomas Gallinatti, Director*

**~MISSION STATEMENT~**

*In the spirit of our tradition, we strive for excellence, respectfully serving all with pride, honor and compassion.*

***Consistent with California Governor's Executive Order N-29-20 promoting social distancing, there will be no physical or in-person meeting location available to the public. Instead, the meeting will be conducted by teleconference. The meeting will be accessible for all members of the public to attend and give public comment via the District's website, by emailing PublicComment@srvfire.ca.gov. Please make sure comments are submitted prior to 10 a.m. April 2, 2021.***

***Zoom for Government by Video:***

From a PC, Mac, iPhone, Android, or iPad device click on:

<https://srvfpd.zoomgov.com/j/1606180243?pwd=bzlycnIwTlhqTGwwQWhuTzIjNSE1ndz09>

Webinar ID: 160 618 0243

Webinar Passcode: SRVF

***By Phone:***

Dial-in Number: (669) 254-5252

Webinar ID: 160 618 0243

**TELECONFERENCE PARTICIPANTS**

**BOARD MEMBERS MICHELLE LEE, THOMAS GALLINATTI, DON PARKER, BOARD VICE PRESIDENT RYAN CREAN, AND BOARD PRESIDENT MATT STAMEY WILL PARTICIPATE BY TELECONFERENCE PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20**

**PURSUANT TO THE RALPH M. BROWN ACT, GOVERNMENT CODE SECTION 54953, ALL VOTES SHALL BE BY ROLL CALL DUE TO BOARD MEMBERS LEE, GALLINATTI, PARKER, VICE PRESIDENT CREAN, AND BOARD PRESIDENT STAMEY PARTICIPATING BY TELECONFERENCE**

**This meeting will be available to District Residents via the District's website at**

<https://www.firedepartment.org>

**ATTENTION: Members of the public may submit comments via email prior to the meeting to PublicComment@srvfire.ca.gov, which should designate the Agenda Item Number for which the comment is being submitted if the comment pertains to an Agenda Item. The District reserves the right to read comments received prior to the start of the meeting into the record or include the emailed comment in the next month's Board packet, depending on the length of the email. The time allotted for each public comment is determined by the Board President and may be up to a maximum of three (3) minutes.**

Special Meeting Board Agenda

April 2, 2021

Page 2 of 2

**AGENDA**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. DETERMINATION OF QUORUM AND CONFIRMATION OF AGENDA**

**4. PUBLIC COMMENT \*Please see language on Page 1 pertaining to Public Comment\***

**5. NEW BUSINESS**

- 5.1 Award of construction contract for the Public Safety Building project to Roebbelen Contracting, Inc. and authorize the Fire Chief to execute a final contract with Roebbelen Contracting, Inc.

**6. ADJOURNMENT TO THE NEXT REGULAR BOARD MEETING SCHEDULED FOR WEDNESDAY APRIL 28, 2021 AT 1:00 P.M.**

Prepared by:

DocuSigned by:

*Stephanie Sakai*

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Stephanie E. Sakai, District Clerk

*Agenda posted on March 30, 2021 at the District's Administration Building, Fire Stations 30, 31, 32, 33, 34, 35, 36, 38, 39 and the San Ramon Valley Fire Protection Districts website at [www.firedepartment.org](http://www.firedepartment.org).*

*The San Ramon Valley Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District board meetings due to a disability, including but not limited to American Sign Language interpreters, assistive listening devices, transportation to and from the meeting site or other accommodations, may be requested by calling (925) 838-6661 no later than 72 hours in advance of the scheduled meeting time. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at 1500 Bollinger Canyon Road, San Ramon, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the Agenda, please contact the District Clerk at (925) 838-6661.*



# San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: April 2, 2021

To: Board of Directors

From: Kenneth R. Campo, Financial Consultant

Subject: Award of Construction Contract for San Ramon Valley Fire Protection District San Ramon Public Safety Building Construction Project to Lowest Responsive Bidder, Roebbelen Contracting, Inc.

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## **Background:**

The Request for Proposals (RFP) for the Public Safety Building project was publicly noticed on the District and City of San Ramon websites on February 26, 2021. Information on the project was also provided to the Bay Area Builders Exchange and Bluebook.com, which serve Contra Costa County and Alameda County; this is an online plan room that maintains public works projects for their membership.

A Mandatory Pre-Bid Conference and Site Visit was held at 2401 Crow Canyon Road in San Ramon on March 2, 2021. Eleven (11) general contractors attended the meeting. On March 25, 2021, the District received five responses to the RFP; one of which was received three minutes after the 2:00 PM cutoff and was not considered. (As it turns out, the late bid would have been highest cost bid received.) The following Proposers were deemed to have submitted responsive bids;

|                                                  |              |
|--------------------------------------------------|--------------|
| Roebbelen Contracting, Inc. (Eldorado Hills, CA) | \$22,141,000 |
| DL Falk Construction, Inc. (Hayward, CA)         | \$22,284,000 |
| Arntz Builders, Inc. (Petaluma, CA)              | \$22,874,833 |
| Alten Construction, Inc. (Richmond, CA)          | \$23,097,000 |

Based on the RFP selection criteria, evaluation and feedback from references, staff is recommending the Board award the Public Safety Building construction contract to the lowest, responsive bidder, Roebbelen Contracting, Inc. In staff's opinion the Roebbelen proposal offers the best value to the District overall and is well within the budget established for the project.

The District will be utilizing the law firm of Meyers Nave to assist with finalizing the construction contract with Roebbelen, a draft of which accompanies this staff report.

## **Recommended Board Action:**

Staff recommends award of the construction contract for the Public Safety Building project to Roebbelen Contracting, Inc., consistent with their bid and the provisions contained in the RFP;

and that the Board authorize the Fire Chief to execute a final contract with Roebbelen Contracting, Inc., in substantial form as the draft contract attached to this staff report.

**Financial Impacts:**

The low bid is within the budget established for this project; no additional budget appropriation is required at this time.

Attachments:

Draft Construction Contract for the San Ramon Public Safety Building Construction Project

**DOCUMENT 00 5200**

**AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_ day of 2021, by and between [CONTRACTOR] whose place of business is located at [Address] ("Contractor"), and the SAN RAMON VALLEY FIRE PROTECTION DISTRICT (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2021, awarded to Contractor the following Contract: **San Ramon Public Safety Building Project**.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

1. **SCOPE OF WORK OF THE CONTRACT.** Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (the "Work").
2. **PRICE FOR COMPLETION OF THE WORK.** Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto: \$\_\_\_\_\_. The Contract Sum includes all Work described in the Contract Documents and all costs related to the impacts from COVID-19 and local, County, and State requirements related thereto.
3. **COMMENCEMENT AND COMPLETION**
  - 3.01 **Commencement of the Work.** Contractor shall commence Work on the date stated in the Notice to Proceed (the "**Commencement Date**"). Owner reserves the right to modify or alter the Commencement Date.
  - 3.02 **Completion of the Work.** The Work shall be performed in two phases. Contractor shall achieve Final Completion of Phase 1 within 180 Calendar Days from the date when the Contract Time commences to run. Contractor shall achieve Final Completion of Phase 2 within 450 Calendar Days from the date when the Contract Time commences to run. Contractor shall allow 14 calendar days from the completion of Phase 1 for Owner move into the completed Phase 1 before Phase 2 commences.
4. **PROJECT REPRESENTATIVES**
  - 4.01 **Owner's Project Manager.** Owner has designated \_\_\_\_\_ as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. Owner's Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.
  - 4.02 **Contractor's Project Manager.** Contractor has designated \_\_\_\_\_ as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.
5. **LIQUIDATED DAMAGES**

- 5.01 Liquidated Damages For Delay to Substantial Completion of either Phase 1 or Phase 2.** As liquidated damages for delay, Contractor shall pay Owner three thousand dollars (\$3,000.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Substantial Completion of Phase 1 or Phase 2 of the Work, until achieved.
- 5.02 Liquidated Damages for Delay to Final Completion of either Phase 1 or Phase 2.** As liquidated damages for delay, Contractor shall pay Owner one thousand dollars (\$1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of Phase 1 or Phase 2 of the entire Work, until achieved.
- 5.03 Scope of Liquidated Damages.** The liquidated damages amounts stated in Section 5.01 and 5.02 shall apply cumulatively. Limitations and stipulations regarding liquidated damages (if any) are set forth in Document 00 7200 (General Conditions).

**6. CONTRACT DOCUMENTS**

- 6.01** The Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

|                              |                                              |
|------------------------------|----------------------------------------------|
| Document 00 1000             | Notice Inviting Bids                         |
| Document 00 2000             | Instructions to Bidders                      |
| Document 00 4000             | Bid Form                                     |
| Document 00 4314             | Bidder Registration Form                     |
| Document 00 4330             | Subcontractors List                          |
| Document 00 4513             | Statement of Qualifications                  |
| Document 00 4546             | Bidder Certifications                        |
| Document 00 5200             | Agreement                                    |
| Document 00 5500             | Notice to Proceed                            |
| Document 00 6113.13          | Construction Performance Bond                |
| Document 00 6113.16          | Construction Labor and Material Payment Bond |
| Document 00 6290             | Escrow Agreement for Security Deposits       |
| Document 00 6325             | Substitution Request Form                    |
| Document 00 6363             | Change Order Form                            |
| Document 00 6530             | Release of Claims                            |
| Document 00 6536             | Guaranty                                     |
| Document 00 7200             | General Conditions                           |
| Document 00 7201             | Supplementary General Conditions             |
| Document 00 7316             | Insurance Requirements                       |
| Document 00 7383             | Claims and Dispute Resolution                |
| Specifications               | Divisions 01 through 48                      |
| Drawings listed in Sheet T-2 |                                              |

- 6.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

**7. MISCELLANEOUS**

- 7.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 7.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner,

liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

**7.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

**7.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

**7.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.

**7.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**7.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Contra Costa, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Contra Costa.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**CONTRACTOR: [CONTRACTOR'S NAME]**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President or Vice President)

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

**OWNER: SAN RAMON FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Print Name)

APPROVED AS TO FORM AND LEGALITY  
THIS \_\_ DAY OF \_\_\_\_\_, [202\_\_]

By: \_\_\_\_\_  
Attorney for Owner

\_\_\_\_\_  
(Print Name)

RESOLUTION NO. \_\_\_\_\_

**END OF DOCUMENT**