

## **CHANGE ORDER**

April 10, 2025

DBE: SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366

NAME OF PROJECT:Llano Trunk Rehabilitation Phase 1 ProjectPROJECT NUMBER:C02403CONTRACT CHANGE ORDER NUMBER:4

#### RECITALS

- Pursuant to Public Contract Code § 22170 et seq., on or about February 21, 2024, the City of Santa Rosa ("City") and SAK Construction, LLC ("DBE") entered into a progressive design-build contract ("Contract") for design and construction of the Llano Trunk Rehabilitation Phase 1 Project ("Project");
- On or about October 28, 2024, pursuant to Contract General Conditions Section 2.3(C)(2)(a), DBE submitted for the City's review and approval 75% Design Development Documents;
- 3. The City has determined that the Project design has advanced sufficiently to develop and document detailed pricing for construction of the Project, and on March 26, 2025, pursuant to Contract General Conditions Section 2.3(F)(1), the City submitted to DBE a written request that DBE provide a Proposed GMP to the City for the City's consideration;
- 4. Pursuant to Contract General Conditions Section 2.3(F)(2), DBE submitted a Proposed GMP to the City;
- Upon the execution of this Contract Change Order Number 4 ("CCO No. 4"), the City accepts the Proposed GMP as the Final GMP pursuant to General Conditions Section 2.3(F)(4), and hereby incorporates the Final GMP into the Contract as set forth below; and

Contract: C02403 CCO No. 4 The parties acknowledge and agree that this CCO No. 4 will not be executed by City unless and until the Board of Public Utilities, in its discretion, approves this CCO No. 4.

#### AGREEMENT

The City and DBE agree to modify the Contract as follows:

#### Article I – Contract Section 3.1

Section 3.1 of the Contract is amended as follows:

**3.1 Contract Price.** The Contract Price will be progressively and sequentially developed throughout the duration of this Contract. The Contract Price may be modified by Change Order to this Contract, including to incorporate any Final GMP for Construction Services approved by the City pursuant to this Contract. As full and complete compensation for DBE's timely performance and completion of the Project in strict accordance with the terms and conditions of the Contract Documents, City will pay DBE an amount not to exceed \$16,795,242.20 ("Contract Price"), which consists of the following components:

(A) Engineering Services. For complete and satisfactory performance of all Engineering Services, City will pay DBE \$2,089,829.11, which includes the following services:

(1) **Project Management Services.** For complete and satisfactory performance of the Project Management Services, City will pay DBE \$110,379.50.

(2) **Pre-Construction Services.** For complete and satisfactory performance of the Pre-Construction Services, City will pay DBE \$95,519.60.

(3) **Pre-Design Services.** For complete and satisfactory performance of the Pre-Design Services, City will pay DBE \$170,903.75.

(4) **Design Services.** For complete and satisfactory performance of the Design Services, City will pay DBE \$482,346.70.

(5) Environmental Compliance and Permitting Services. For complete and satisfactory performance of the Environmental Compliance and Permitting Services, City will pay DBE \$443,507.90.

(6) Contract Change Order No. 1. For complete and satisfactory performance of the services described in Contract Change Order No. 1, the City will pay DBE \$14,006.96.

(7) Contract Change Order No. 2. For complete and satisfactory performance of the services described in Contract Change Order No. 2, the City will pay DBE \$36,718.00.

(8) Contract Change Order No. 3. For complete and satisfactory performance of the services described in Contract Change Order No. 3, the City will pay DBE \$25,410.

(9) For complete and satisfactory performance of the "Engineering Services During Construction" specified in Exhibit A to CCO No. 4, the City will pay DBE \$711,036.70. Exhibit A to CCO No. 4 is attached hereto and incorporated herein by reference.

**(B)** Construction Services. If the City issues NTP-2 pursuant to this Contract, the City will pay DBE an amount not to exceed \$14,705,413.09, as the Final GMP, for complete and satisfactory performance of the Construction Services, subject to the terms of Public Contract Code § 22172.2(b)(2).

#### Article II – Contract Section 4

Section 4 of the Contract is amended as follows:

**4. Time for Completion.** DBE will fully design and complete the Project, meeting all requirements for Final Completion, within 680 calendar days from the commencement date given in the NTP-1 for Engineering Services ("Contract Time"). DBE expressly waives any claim for delayed early completion.

#### Article III – General Conditions Section 8.3(A)(2)

General Conditions Section 8.3(A)(2) is amended to read as follows:

(2) Each application for payment for Construction Services must be submitted in accordance with, and supported by, the Schedule of Values attached hereto as Exhibit B. Exhibit B is hereby incorporated by reference. Lump sum values shall be paid out as a percent complete or at the lump sum amount when Work is completed. All other unit values, with the exception of the Sound Attenuation Allowance, shall be paid out as the unit cost expressed in Exhibit B times the actual number of units required for the Work for the line item. DBE guarantees that the actual cost of the Work for each line item, including all DBE's fees, shall not exceed that line item's cost set forth in Exhibit B. If DBE incurs additional costs for a line item due to an increase in the quantity of units, the unit cost for that line item set forth in Exhibit B. For the Sound Attenuation Allowance, DBE shall invoice the City on a time and materials basis in an amount not to exceed the Allowance amount. Time and materials compensation for sound attenuation will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 25%:

- (a) All direct labor costs provided by DBE or its general contractor, excluding superintendence, project management, or administrative costs, plus 25% markup;
- (b) All direct material costs provided by DBE or its general contractor, including sales tax, plus 25% markup;
- (c) All direct plant and equipment rental costs provided by DBE or its general contractor, plus 25% markup;

- (d) All direct additional subcontract costs, plus 25% markup for Work performed by Subcontractors;
- (e) All direct additional subconsultant costs, plus 10% markup for Work performed by Subconsultants; and
- (f) Increased bond or insurance premium costs computed at 1.5% of the total of the previous five sums.

#### Article IV – General Conditions Section 5.2

General Conditions Section 5.2 is amended by adding a subsection 5.2(I) as follows:

(I) If the City issues NTP-2 on or before May 31, 2025, DBE must mobilize no earlier than June 15, 2025, and demobilize no later than October 15, 2025. For the purpose of this subsection 5.2(I), "mobilize" shall include, but is not limited to, the moving onto the site of any equipment or construction facilities for the performance and completion of the Construction Services for the Project. For the purpose of this subsection 5.2(I), "demobilize" shall include, but is not limited to, the removal of all equipment, unused materials, all temporary utilities, job trailers, and all temporary communication facilities.

#### Article V – If Construction Services Cannot Occur in 2025

DBE and City acknowledge that the California Department of Fish and Wildlife, the Regional Water Quality Control Board, the US Army Corps, or the County of Sonoma ("Agencies") may not issue permits prior to May 31, 2025. If one of the Agencies does not issue its permit for the Project prior to May 31, 2025, then the City will not issue NTP-2 prior to May 31, 2025. If the City does not issue NTP-2 on or before May 31, 2025, for any reason, including the Agencies' failure to issue their respective permits prior to May 31, 2025, DBE acknowledges and agrees that such delay is within the parties' contemplation, and that the following apply:

- (A) City's acceptance of the Proposed GMP, dated March 31, 2025, as the Final GMP and the incorporation of the GMP into the Contract is rescinded and ineffective;
- (B) Article I of this CCO No. 4 is rescinded and ineffective; and
- (C) City reserves the right to request a Proposed GMP from DBE for performance of the Construction Services in 2026 in accordance with the Contract Documents, or to elect not to amend the Contract for DBE's completion of the Construction Services, in accordance with Public Contract Code § 22172.2(c). DBE is not entitled to any compensation as a result of City's decision not to issue NTP-2, with the exception of any actual, direct, and documented costs incurred by DBE prior to May 31, 2025 for Engineering Services authorized in advance by City.

#### Article VI – Inclusions and Exclusions

Exhibit C, attached hereto and incorporated herein by reference, is a description of inclusions and exclusions incorporated into the City-approved Final GMP. The headers in Exhibit C are

Contract: C02403 CCO No. 4 included for organizational and categorizing purposes alone. The headers shall not be considered in interpreting the inclusions or exclusions and shall not restrict or increase the scope of the inclusions or exclusions.

The Final GMP includes, but is not limited to, the scopes of Work identified as "inclusions" in Exhibit C. The inclusions set forth in Exhibit C shall be included in the Design Documents and Construction Documents that DBE submits for the City's review and approval under Section 2.3 of the General Conditions. The list of inclusions in Exhibit C is not an exhaustive list of the requirements of the Contract Documents and is not intended to limit DBE's obligations under the Contract Documents.

The "exclusions" set forth in Exhibit C identify work that is not included in the Final GMP ("Excluded Work"). If the City directs DBE to perform Excluded Work, DBE may submit a Change Order request under Section 6.2 of the General Conditions. Any such Change Order request shall be subject to all applicable procedural requirements in the Contract Documents, including, but not limited to, Article 6 and Article 12 of the General Conditions. DBE shall not be entitled to any compensation for performance of Excluded Work unless the City directs DBE to perform that Excluded Work.

#### Article VII – Subcontractors

DBE's list of Subcontractors for purposes of the Contract Documents, including Section 2.5 of the General Conditions, is attached hereto as Exhibit D and incorporated herein by reference.

#### Article VIII – Limitation of Effect

Except as expressly agreed to herein, this Change Order shall not otherwise amend, waive, or alter any other provision of the Contract Documents, including, without limitation, provisions on indemnity, insurance, bonding requirements, and/or warranties.

#### Article IX – Authorization

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this CCO No. 4 is legally binding on that party.

#### ATTACHMENTS:

- Exhibit A: Engineering Services During Construction, dated 4/9/25
- Exhibit B: Schedule of Values, dated 4/9/25
- Exhibit C: Inclusions & Exclusions for GMP, dated 4/9/25
- Exhibit D: List of Subcontractors, dated 4/4/25

The parties agree to this Contract Change Order as witnessed by the signatures below:

#### **CITY OF SANTA ROSA:**

s/\_\_\_\_\_

Dan Galvin Board of Public Utilities Chair

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

Attest:

s/

\_\_\_\_\_ Michelle Montoya Board of Public Utilities Recording Secretary

DESIGN-BUILD ENTITY: SAK Construction, LLC

Slove Hirtz (Apr 10, 2025 17:26 CDT) Boyd Hirtz President – Tunneling Division

Date: Apr 10, 2025

SI Joseph Fenerborn

Joe Feuerborn President

Date: Apr 10, 2025

984560

Contractor's California License Number(s) 06/30/2025

Expiration Date

1000002435

**DIR Registration Number** 

Approved as to form:

s/ Hobelt

David Hobstetter **City Attorney** 

<sub>Date:</sub> Apr 10, 2025

#### Engineering Services During Construction

ESTIMATED ENGINEERING HOURS AND COSTS City of Santa Rosa Liano Trunk Rehabilitation Project



								CAROLLO											OTHER D	RECT COSTS				COST SU	MMARY
TASK																Su	ubconsultar	nts							
160A		Pyle	Tay <b>l</b> or	Gould	Fisher	Mannion	Wilkins	Mannion				Si	ibtotals	PECE	arino										
			РМ	QM	PE	Permitting	Structural	Engineer	GIS/CADD SR. Tech.	G <b>I</b> S/CADD Tech.	Clerical				iini & Pass			ALTA	<u></u>		Sub- consultant	Misc.			
														\$16,00	ingu	88		RA	Ъ,			Costs and			
	2025 Rates Column	\$384	\$384	\$384	\$343	\$290	\$343	\$290	\$247	\$177	\$158 10	11	12	13	14			16	-17	Subtotals 18	19		avel Total	2 DCs	Total Cost 23
	(ESDC) Total Hours otal Budget	4 0 0 0 0 0 0 0 0 0 4 \$1,536	32 4 8 4 16 4 2 4 2 4 86 833,024	0 0 0 0 0 0 0 0 0 0 0 0 0 0	4 0 0 40 12 24 4 4 4 4 92 \$31,556	0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0	4 4 8 4 120 64 96 16 24 80 420 \$121,800	0 0 0 0 0 0 0 0 0 0 0 0 0	0 4 0 4 32 8 0 4 0 6 4 116 \$20,532	16 4 2 4 4 0 4 8 8 4 16 106 \$16,748	60 16 18 240 92 144 36 34 168 824	\$ 18,88 \$ 4,00 \$ 5,77 \$ 400 \$ 63,57 \$ 26,26 \$ 43,44 \$ 9,57 \$ 9,77 \$ 18,88 \$ 9,51 \$ 9,77 \$ 9,775 \$ 9,755 \$ 9,7555 \$ 9,75555\$ \$ 9,7555\$ \$ 9,7555	36      \$      256        08      \$      288        36      \$      256        76      \$      3,840        60      \$      1,472        80      \$      2,304        20      \$      576        32      \$      544	5 5 5 3 5 5 5 5 5 2 5 5 4 5 5 5 5 5 4 5 5 5 5 5		- S - S - S - S - S - S - S	- 4 301,075 4 - \$ - 4 - 4 - 4 - 4 301,075 \$	5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 -	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 1,421 \$ - 5 \$ - 5 \$ - 5 \$ - 5 \$ - 5 \$ - 5 \$ - 5	s - \$ - \$ 250 \$	125 \$ - \$ 3 - \$ - \$ 1,540 \$ - \$ 125 \$	1,110 \$ 381 \$ 31,471 \$ 15,887 \$ 3,840 \$ 1,472 \$ 4,094 \$ 576 \$ 669 \$ 2,938 \$	\$ 4,417 \$ 337,179 \$ 19,923 \$ 67,416 \$ 27,732 \$ 47,574 \$ 10,096 \$ 10,401 \$ 42,902
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	ubtotal Cost Contingency Total Cost	\$ 1,536	\$ 33,024 \$	-	\$ 31,556	\$ <u>-</u>	\$ -	\$ 121,800	\$ <u>-</u>	\$ 20,532	\$ 16,748		\$ 225,19	96 \$ 13,184	1   S -	\$	- \$	301,075 \$	14,210	\$ 315,285	\$ 31,529 \$	650 \$	1,790 <b>\$</b> 3 10	62,438 \$ 0% \$	\$ 587,634 \$ 58,763 <b>\$ 646,397</b>

10% SAK markup = \$711,036.70

#### EXHIBIT B

Client: City of Santa Rosa

#### Title: Llano Road Sewer Trunk Rehabilitation

Attn: Richela Maeda															
			Unit	Unit	Total	Previous	Previous	Current	Current	Total	Total Cost	Percent		ect Retention	5%
Bid Item Bid Descriptio	on	Unit	Cost	Quantity	Cost	Quantity	Applications	Quantity	Application	Quantity	To Date	Complete	Retainage This Period	Retainage Previously Held	Retainage Total
1 Mobilization/	Demobilization	LS	\$ 127,500.00	1	\$ 127,500.00	Quantity	Applications	Quantity	Application	Quantity		0.0%	Ś -		10tai
			1	1	\$ 65,000.00		\$ -		<del></del>	0.00		0.0%	\$ -	+	<u> </u>
	Garney Trenching, Cone Removal, Access	LS	5 65,000.00		\$ 5,000.00		ş - S -		ə -			0.0%	\$ -		<u> </u>
	Pre-clean and CCTV	LS	5,000.00	1	+ -,				\$ -		+				+
1c Mobilization -		LS S	\$ 42,500.00	1	\$ 42,500.00		\$ -		<del>\$</del> -		-	0.0%	Ŷ		
	Manhole Rehab	LS S	\$ 15,000.00	1	\$ 15,000.00		\$ -		\$ -	-	·	0.0%	\$-		•
	or CIPP Installs #1-#4	LF S	· 1	8,061 1			\$ -		<u>ş -</u>			0.0%	\$ -		
	tion of Process Cure Water				\$ 66,113.75 \$ 134,326.00		\$ - \$ -		<u>\$</u> - \$-			0.0%	\$ - \$ -		1
4a Carbon Filtrati		LS	22,387.67	1	\$ 22,387.67		\$ - \$ -		<del>s -</del> S -			0.0%	\$ -		
4b Carbon Filtrati		LS	22,387.67	1	\$ 22,387.67		\$ -		<u>,                                     </u>			0.0%	\$ - \$ -		
4c Carbon Filtrati		LS		1	\$ 22,387.67		\$ -		<u>\$</u> -			0.0%	\$ -		
4d Carbon Filtrati		LS		1	\$ 22,387.67		\$ -		s -			0.0%	\$ -		\$ -
4e Carbon Filtrati	ion Shot #5	LS S	22,387.67	1	\$ 22,387.67		\$ -		\$ -			0.0%	\$ -		\$ -
4f Carbon Filtrati		LS S	\$ 22,387.67	1	\$ 22,387.67		\$ -		\$ -	0.00	\$ -	0.0%	\$ -	\$ -	\$ -
5 Bypass (Sound	d Walls Included)	LS S	\$ 4,121,324.84	1	\$ 4,121,324.85		\$-		\$-		\$-	0.0%	\$ -	\$-	\$-
5a Mobilization/E	Demobilization	LS S	\$ 310,453.58	1	\$ 310,453.58		\$-		\$-	0.00	\$-	0.0%	\$-	\$-	\$ -
5b Install Bypass	(Labor & Equipment)	LS S	\$ 357,609.72	1	\$ 357,609.72		\$ -		\$ -	0.00	\$-	0.0%	\$ -	\$ -	\$ -
5c Monthly Renta	al	MO	\$ 370,197.98	3	\$ 1,110,593.94		\$ -		\$ -	0.00	\$-	0.0%	\$ -	\$-	\$-
5d Bypass Watch	AVG (Weekday/Weekend	DAY	\$ 5,930.71	57	\$ 338,050.47		\$ -		\$ -	0.00	\$ -	0.0%	\$ -	\$ -	\$ -
5e Line Watch AV	VG (Weekday/Weekend	DAY S	\$ 3,834.90	57	\$ 218,589.30		\$ -		\$-	0.00	\$-	0.0%	\$ -	\$-	\$-
5f Fuel		DAY S	\$ 4,095.00	57	\$ 233,415.00		\$ -		\$-	0.00	\$-	0.0%	\$-	\$-	\$-
5g Bypass Remov	val (Labor & Equipment)	LS S	\$ 357,609.72	1	\$ 357,609.72		\$ -		\$-	0.00	\$ -	0.0%	\$ -	\$-	\$ -
	Bypass Trenching		İ												
5h Llano/Meadow	w Crossing	LS	\$ 274,370.00	1	\$ 274,370.00		\$ -		\$-		· · · · · · · · · · · · · · · · · · ·	0.0%	\$ -		
Sawcut/Demo	AC/Excavate, Assist Bypass Install, Plate/Backfill	LS S	\$ 111,845.00	1	\$ 111,845.00		\$-		\$-	0.00	\$-	0.0%	\$-	\$-	\$ -
Materials/Sub	e: AB,Plates, Trucking, Sawcut,Stripe, Traffic Control	LS S	\$ 121,275.00	1	\$ 121,275.00		\$-		\$-	0.00	\$ -	0.0%	\$ -	\$-	\$ -
Sub: AC Paving	g	LS S	\$ 41,250.00	1	\$ 41,250.00		\$-		\$-	0.00	\$-	0.0%	\$-	\$-	\$ -
5i 3957 Llano Cro	osising	LS S	\$ 129,756.25	1	\$ 129,756.25		\$-		\$ -		\$-	0.0%	\$-	\$-	\$ -
Sawcut/Demo	AC/Excavate, Assist Bypass Install, Plate/Backfill	LS S	5 71,093.75	1	\$ 71,093.75		\$-		\$-	0.00	\$-	0.0%	\$ -	\$-	\$ -
Materials/Sub	: AB,Plates, Trucking, Sawcut,Stripe, Traffic Control	LS S	\$ 34,912.50	1	\$ 34,912.50		\$-		\$-	0.00	\$ -	0.0%	\$ -	\$-	\$ -
Sub: AC Paving	g	LS S	\$ 23,750.00	1	\$ 23,750.00		\$ -		\$-	0.00	\$ -	0.0%	\$ -	\$-	\$ -
5j 3850 Llano Dir	rt Crossing	LS S	\$ 89,437.50	1	\$ 89,437.50		\$ -		\$ -		\$ -	0.0%	\$ -	\$ -	<u>s</u> -
Excavate, Assis	ist Bypass Install, Remove, Backfill	LS S	56,362.50	1	\$ 56,362.50		\$ -		\$ -	0.00	\$ -	0.0%	\$ -		<u>s</u> -
	Plates, AB/Backfill, Trucking, Traffic Control	LS		1	\$ 33,075.00		\$ -		\$ -			0.0%	\$ -		
	oncrete Crossing	LS		1	\$ 147,875.00		\$ -		š -		·	0.0%	\$ -		·
	Concrete, Excavate, Assist Bypass Install, Plate/Backfill	LS	· · · · ·	1	\$ 93,937.50		\$ -		\$ -		· · · · · · · · · · · · · · · · · · ·	0.0%	\$ -		· · · · · · · · · · · · · · · · · · ·
	: AB,Plates, Trucking, Sawcut,Stripe, Traffic Control	LS	,	1	\$ 45,937.50		\$ -		¢ .	-		0.0%	\$ -		
Sub: Concrete		LS	\$ 43,937.30	1			\$ - \$ -		ş - \$ -		-				
51 Llano/Guggiar		LS		1		I	s -					0.0%	\$ - \$ -		· ·
						I	1.		ə -			-			
	AC/Excavate, Assist Bypass Install, Plate/Backfill	LS	5 75,625.00	1	\$ 75,625.00 \$ 41,895.00		\$ - \$ -		<b>&gt;</b> -			0.0%	\$ -		
	o: AB,Plates, Trucking, Sawcut,Stripe, Traffic Control	LS	\$ 41,895.00	1	+,		+		<u>&gt;</u> -			0.0%	\$ -	-	
Sub: AC Paving	-	LS	· · · · · · · · · · · · · · · · · · ·	1	\$ 17,500.00		\$ -		\$ -			0.0%	\$ -		
5m Llano/Todd Ro	-	LS		1	\$ 273,632.50	l	\$ -		<del>5</del> -		·	0.0%	\$ -		· · · · · · · · · · · · · · · · · · ·
	AC/Excavate, Assist Bypass Install, Plate/Backfill	LS S	5 122,500.00	1	\$ 122,500.00		\$ -		\$ -	-		0.0%	\$ -		
	o: AB,Plates, Trucking, Sawcut,Stripe, Traffic Control	LS S	5 109,882.50	1	\$ 109,882.50		\$ -		<b>\$</b> -			0.0%	\$ -		
Sub: AC Paving	-	LS	,	1	\$ 41,250.00		\$ -		\$ -			0.0%	\$ -		
5n Treatment Pla	ant Crossing		\$ 144,908.75	1	\$ 144,908.75		\$ -		\$ -			0.0%	\$ -		
	AC/Excavate, Assist Bypass Install, Plate/Backfill	LS S	\$ 69,931.25	1	\$ 69,931.25		\$ -		\$ -		-	0.0%	\$ -		
	e: AB,Plates, Trucking, Sawcut,Stripe, Traffic Control	LS S	\$ 37,852.50	1	\$ 37,852.50		\$ -		\$-	0.00	\$-	0.0%	\$-	\$-	\$ -
Pull Bypass/Ba	ackfill/Restoration	LS S	\$ 37,125.00	1	\$ 37,125.00		\$-		\$-	0.00	\$-	0.0%	\$-	\$-	\$ -
6 Clean and CCT			F3 F3	0.001											
6 Clean and CCI		LF	\$ 52.50	8,061	\$ 423,202.50	1	\$ -	1	ş -	0.00	\$-	0.0%	\$ -	\$ -	<u>\$</u> -

SCHEDULE OF VALUES

SAK JOB Pay Application # Date:

25005 1 4/09/2025

7	Traffic Control	LS	\$ 758,379.99	1	\$ 758,380.0	\$-	\$ -		\$ -	0.0%	\$ -	\$ - \$	-
7a	Traffic Control pre-clean and CCTV	DAY	\$ 4,113.56	20	\$ 82,271.25	\$-	\$-	0.00	\$-	0.0%	\$ -	\$ - \$	-
7b	Traffic Control CIPP	DAY	\$ 7,969.99	42	\$ 334,739.48	\$-	\$ -	0.00	\$-	0.0%	\$ -	\$ - \$	-
7c	Traffic Control Bypass access	DAY	\$ 4,113.56	32	\$ 131,634.00	\$-	\$-	0.00	\$-	0.0%	\$ -	\$ - \$	-
7d	Traffic Control Manhole Rehabilitation	DAY	\$ 4,113.56	10	\$ 41,135.63	\$-	\$ -	0.00	\$-	0.0%	\$ -	\$ - \$	-
73	K-Rail for Colgan Creek Crossing	LS	\$ 75,000.00	1	\$ 75,000.00	\$-	\$-	0.00	\$-	0.0%	\$ -	\$ - \$	-
7f	PCMS Boards - 3EA	мо	\$ 23,399.91	4	\$ 93,599.64	\$-	\$ -	0.00	\$-	0.0%	\$ -	\$ - \$	-
8	Environmental Permit Requirements for Construction	LS	\$ 1,014,509.00	1	\$ 1,014,509.00	\$ -	\$ -		\$ -	0.0%	\$ -	\$ - \$	-
8a	Construct Crossing for Wetlands	EA	\$ 114,375.00	2	\$ 228,750.00	\$-	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
8b	Constuction entrances	EA	\$ 30,000.00	4	\$ 120,000.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
8c	Access and Protection with Steel Plates	SF	\$ 12.63	31,872	\$ 402,384.00	\$-	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
8d	Wildlife Fence Procurement and Install	LS	\$ 95,250.00	1	\$ 95,250.00	\$-	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
8e	Mowing	LS	\$ 20,000.00	1	\$ 20,000.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
8f	Coverboard Construction and Install	LS	\$ 4,375.00	1	\$ 4,375.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
8g	Wattles	LF	\$ 36.25	3,000	\$ 108,750.00	\$-	\$ -	0.00	\$-	0.0%	\$ -	\$ - \$	-
8h	Hydroseeding	LS	\$ 35,000.00	1	\$ 35,000.00	\$-	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
9	Manhole Rehabilitation	VF	\$ 1,120.00	264	\$ 295,680.00	\$ -	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
10	Allowance for sound attenuation	LS	\$ 50,000.00	1	\$ 50,000.00	\$-	\$ -	0.00	\$ -	0.0%	\$ -	\$ - \$	-
			Contr	ract Totals	\$ 14,705,413.09	\$ -	\$-	\$ -	\$ -		\$ -	\$ - \$	-



916.644.1400 tel 916.644.1401 fax

4253 Duluth Avenue Rocklin, CA 95765

www.sakcon.com

# Inclusions & Exclusions for GMP

Name of Project: Llano Trunk Rehabilitation Progressive Design Build

Project Number: C02403

Date: 4/9/25

#### **INCLUSIONS**

#### **General Project Execution**

- Mobilization, demobilization, and final site restoration.
- Coordination with project stakeholders, regulatory agencies, and the Consulting Engineer.
- Full compliance with contract specifications, submittals, documentation, and QA/QC.

#### **Environmental Compliance & Biological Support**

- Development and implementation of the Stormwater Pollution Prevention Plan in accordance with the NPDES 2022 Construction General Permit
- Full provisional permit compliance with the California Department of Fish and Wildlife (CDFW), US Fish and Wildlife Service (USFWS), Regional Water Quality Control Board (RWQCB), US Army Corps of Engineers (USACE), and the California Environmental Quality Act (CEQA).
  - Compliance with provisional permit requirements from CDFW
  - Compliance with the conditions of a CDFW-issued Incidental Take Permit (ITP)
  - Compliance with USFWS-issued Programmatic Biological Opinion (PBO) appendage letter for state and federal listed species
  - Biological monitoring (up to 90 days), pre-construction surveys, wetland baseline photo documentation.
  - Compliance with Agency Permits reporting measures (daily logs, worker training, species protection (including CTS)).
- Installation of 2,400 LF of California Tiger Salamander (CTS) exclusion fencing, and optional coverboards.
- Installation of burlap-wrapped coir within boundaries of CTS exclusion fence.
- CA native grass/wildflower hydroseeding of 1.5 acres and mowing of 5.14 acres. Remove mowed vegetation from the site.

#### **CIPP Rehabilitation**

• Furnishing, wet-out, and installation of 66" CIPP liner from MH KK2706MH006 to JJ2620MH001.

- 24-hour continuous working schedule for CIPP install (overtime anticipated and covered).
- Compliance with project cure specifications and performance criteria.
- Booster pump and reclaimed water pipeline for CIPP process water and for pipe cleaning operations.
- Noise barriers for the two over-the-hole setups located around OTH Setup #1 (MH JJ2625MH003 @ STA 69+05.73), and OTH Setup #2 (MH KK2605MH002 @ STA 40+73.48)

### **Bypass System Setup & Operations**

- Design, furnish, install, and maintain temporary bypass pumping system.
- Noise barriers for the bypass pumping suction pit located around MH JJ2619MH005.
- Pump fueling, monitoring, and maintenance during the construction window.

#### **Site Access & Temporary Facilities**

- Construction of temporary bypass bridge over wetlands and steel plate access near wetlands areas.
- Bracing of bypass discharge pipe across existing bridge over Colgan Creek.
- Drive-up access to manholes.
- Temporary trench tapers and rumble plates at designated road crossings.
- Stockpiling of native soils at dig sites and bypass trench protection (12" AB over pipe).
- Possible temporary use of staging areas for material and equipment along Meadow Lane or within Laguna Treatment Plant, until CIPP OTH work pads are prepared.

#### **Traffic Control**

- MUTCD-compliant and Sonoma County Encroachment Permit compliant traffic control.
- Temporary cones, trench plates, and signage for limited-duration work.
- CMS boards, and TCP design.

#### **CCTV & Cleaning**

- Two-phased PACP inspection and hydro-cleaning of full 8,061 LF.
- Live flow and bypassed flow cleaning and CCTV inspections.
- High-def GoPro video deliverables alongside PACP formats.
- Water truck supply for jetter truck operations; disposal of debris at Llano WWTP.

#### **Manhole Rehabilitation**

- Rehab of 13 existing 60" manholes, including:
  - Surface hydro blasting, structural repair, and Warren 301-14 epoxy coating (250 mils).
  - Spark testing and adhesion verification.
  - Standard water infiltration sealing at manhole wall level.

### **EXCLUSIONS**

#### **Environmental & Regulatory**

- Work required to comply with requirements more stringent than those set forth in the CDFW's Lake and Streambed Alteration Draft Agreement (received 2/28/25) and ITP application (submitted 9/9/24), the RWQCB's 401 Certification application (submitted 9/11/24), USACE's Provisional Nationwide Permit dated 3/6/25, and USFWS's 2020 Programmatic Biological Opinion.
- Work required to comply with mitigation measures not specified in the Final Mitigated Negative Declaration or the Contract Documents.

### **Unforeseen Conditions**

- Consistent with, and subject to, Section 7.12(B) of the General Conditions, work required to relocate unidentified utilities.
- Unforeseen Conditions as set forth in Sections 7.5(C) or 7.14 of the General Conditions.

#### **Traffic Control & Restoration**

• Work required to comply with requirements more stringent than those set forth in the County of Sonoma Encroachment Permit application submitted 3/7/25 and Contract Documents relating to restoring construction entrances for temporary access and bypass trenching across Todd and Llano Roads.

### **Equipment, Materials, & Facilities**

- Reclaimed water to perform the following Work only: curing of the cured-in-place liner, jetter cleaning operations, and bypass testing and flushing operations.
- Staging area preparation, access grading, or steel plate access to protect wetlands not shown in the attachments to the 9/9/24 CDFW ITP application.

#### **Schedule & Working Conditions**

• Additional work arising from a major rain event where bypass flows exceed 18.8 MGD for more than one hour. Payment for any such additional work will be made on a time and materials basis, provided DBE complies with the requirements set forth in Article 6 of the General Conditions.

### List of Subcontractors

Name of Bidder:	SAK Construction, LLC
Name of Project:	Llano Trunk Rehabilitation Progressive Design Build
Project Number:	C02403

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the project in an amount in excess of ½ of 1% of the total amount of this bid.

The undersigned agrees that any portion of the work in excess of ½ of 1% of the total amount of this bid and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR	SUBCONTRACTOR DIR	ACTOR DIR SUBCONTRACTOR BUSINESS DESCRIPTION				
	LICENSE NUMBER	REGISTRATION NUMBER	ADDRESS				
National Coating & Lining Co. (NCLC)	886430	10000013795	535 Walt Drive, ST A, Fairfield, CA 94524	Manhole Rehabilitation			
Multiple Dump Convises Inc. (MDC)	055077	1000005000	7398 San Joaquin St, Sacramento, CA	Dumana			
Multiple Pump Services Inc. (MPS)	855677	1000365932	95820	Bypass			
Garney Construction (Garney)	999415, A	1000004781	17510 Bethany Road, Tracy, CA	Open-Cut, Wattles			
carrey construction (carrey)	000410,7	1000004701	95391				
National Plant Services (NPS)	351503	1000002703	2159 National Avenue, Hayward, CA	CCTV & Cleaning			
			94545				
WRA Landscape Restoration (WRA LR)	1068767	1000678154	2169-G East Francisco Blvd, San	CTS Exclusion Fence, Mowing,			
where the storation (where his	1000/0/	10000/0104	Rafael, CA 94901	Native Grass Seeding			
DESIGN CONSULTANT NAME	DESIGN CONSULTANT	DESIGN CONSULTANT	DESIGN CONSULTANT BUSINESS	DESCRIPTION OF WORK			
	LICENSE NUMBER	DIR REGISTRATION	ADDRESS				
Carollo Engineers	06504202	1000007174	2880 Gateway Oaks Drive, Ste 300,	ESDC Seivices			
	00304202	100000/1/4	Sacaramento, CA 95833	LODO Selvices			

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Casey Smith SAK Design Build Project Manager

# Llano Trunk PDB CCO4 - GMP

Final Audit Report

2025-04-10

Created:	2025-04-10 (Pacific Daylight Time)
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# Llano Trunk PDB CCO4 - GMP

Final Audit Report

2025-04-10

2025-04-10 (Pacific Daylight Time)
Allyson Gonyo (agonyo@srcity.org)
Signed
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