



Item No. 12 Town of Atherton

CITY COUNCIL STAFF REPORT – CONSENT AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**THROUGH: MICHAEL KASHIWAGI
COMMUNITY SERVICES DIRECTOR**

FROM: MARTY HANNEMAN, CITY ENGINEER

DATE: OCTOBER 19, 2016

**SUBJECT: ADDITIONAL CONSTRUCTION ENGINEERING SUPPORT
SERVICES – MARSH ROAD CHANNEL RETAINING WALL
REPAIR PROJECT**

RECOMMENDATION

Approve an amendment to the professional services agreement with Biggs Cardosa Associates, Inc. for an additional not to exceed fee of \$9,000 for additional construction engineering support services necessary for the Marsh Road Retaining Wall Repair Project Close-Out.

BACKGROUND

The Town undertook the Marsh Road Retaining Wall Repair Project to preserve the structural integrity and safety of the road and to allow storm water to continue to flow out of Atherton through the Atherton Channel. The project included cast-in-place walls and floor of the Channel and a traffic-rated barrier to replace the existing masonry curb and chain link fence. Biggs Cardosa Associates (BCA), a structural engineering firm, was selected in September 2012 to perform Preliminary and ultimately Final Design of the project to repair the retaining wall that supports along Marsh Road. BAC's initial contract was for the preliminary engineering phase totaling \$86,302.

On February 19, 2014, the Council approved a contract amendment in the amount of \$143,943 for the Final Design phase of the project. As the design progressed, two additional contract amendments were issued to address unforeseen issues discovered during final design and construction. The first contract amendment was approved by Council on February 17, 2016, in the amount of \$25,740, for design refinements. The second contract amendment was approved by Council on April 20, 2016, in the amount of \$53,740, for a change order related to the West Bay Sanitary District portion of the project.

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The project began construction in late May 2016 and is now complete. The remaining work is contract administration and the project close out process.

ANALYSIS

During the project, staff met with the design engineers from BCA for a continuous review of the project schedule and construction operations. This review revealed that impacts to traffic and adjacent residents were significant and that mitigation measures would be needed to be included in the project specifications. Supplemental traffic engineering was provided by the BCA team and included the preparation of new traffic handling exhibits for the Town's public outreach meetings and website; preparation of revised traffic handling plans to incorporate changes request by outside agencies (City of Menlo Park, Redwood City and San Mateo County) and the Town based on public input; and attendance and participation in supplemental meetings and phone calls with Town staff to discuss changes to the Traffic Handling Plans and presentation materials.

The BCA team also provided supplemental civil engineering services for coordination with utility agencies for the expanded limit of work from the previous contracted limits, evaluation and coordination of incorporating a new drainage inlet and piping system to the east wall in lieu of the concrete gutter and down drain system included in the bid documents. BCA also evaluated and designed alternative flap gate options to minimize impacts to creek flows and the new AC structural sections of Marsh Road being impacted by the Contractor's request of eliminating the original design of temporary shoring for the west wall construction. Additional geotechnical engineering was also done to address the elimination of the temporary shoring for the west wall construction.

In summary, supplemental structural engineering and project management services were provided by BCA and included coordination between supplemental traffic, geotechnical and civil engineering services, reproduction and distribution of required documents Conform Plan and Conform Specification packages for the Town, RE and Design Team. While the BCA contract had contingency funding, the amount was reached and BCA submitted a proposal to perform the aforementioned services for a not-to exceed fee of \$9,000. The scope of services and not-to-exceed fee are remaining services as attachments to this report. The new contract limit will be raised from the existing amount of \$309,485.00, to \$318,485.00

POLICY FOCUS

These amendments are consistent with the project's overall approval and expeditious completion to ensure limited impact on the community and timely completion. BCA, Ghirardelli and Granite Construction were instrumental in making this project a success. Because of the timing of the work and necessary project management decisions, staff authorized the work to be completed during the course of the project.

There are no significant policy issues related to approval of this construction management contract.

FISCAL IMPACT

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The proposed contract amendment is on a time and materials basis with a not-to-exceed fee of \$9,000. This work is budgeted and included in the approved 2015/16 Capital Improvement Program under Drainage-Marsh Road Retaining Wall Repair Project, and includes adequate funding for this contract.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials. In addition, staff has met with the Atherton Police Department, Menlo Park Fire Department, California Highway Patrol, County of San Mateo and the cities of Redwood City and Menlo Park to discuss impacts of the proposed road closure and detour.

ATTACHMENTS

Attachment A: Biggs Cardosa Associates, Inc. Scope of Work & Fee

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE TOWN OF ATHERTON AND BIGGS CARDOSA ASSOCIATES, INC.

This 3rd Amendment to the Professional Services Agreement by and between the Town of Atherton ("Town") and Biggs Cardosa Associates, Inc ("Consultant") for Engineering Design Services ("3rd Amendment") is entered into as of the ___ day of _____, 2016, ("Effective Date"), by and between Town and Consultant.

RECITALS

- A. Town and Consultant are parties to that certain Professional Services Agreement for Engineering Design Services dated _____ ("Agreement").
- B. Traffic Engineering, Geotechnical Engineering, Civil Engineering and Structural Engineering
- C. Town and Consultant now desire to enter into this 3rd Amendment to provide for the additional services as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

- 1. Exhibit A, Scope of Services.
 - a. Additional coordination with Town staff and changes to Traffic Handling Plans and presentation materials
 - b. Geotechnical calculations and studies related to elimination of temporary shoring for the west wall construction
 - c. Coordination with utility agencies and changes to drainage design, due to expanding previous contracted limits.
 - d. Coordination between engineering disciplines
- 2. Exhibit B, Compensation. For the additional design, the approximate increase in cost for all disciplines is \$9,000.
- 3. Agreement in Effect. The parties acknowledge and agree that the Agreement, except as amended by this 3rd Amendment, remains unmodified and in full force and effect in accordance with its terms.
- 4. Counterpart Signatures. This 3rd Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this 3rd Amendment as of the Effective Date.

TOWN OF ATHERTON:

By: _____ / _____
George Rodericks, City Manager (Date)

CONSULTANT:

By: _____ / _____
Name: _____ (Date)
Title: _____

ATTEST:

City Clerk

By: _____ / _____
Name: _____ (Date)
Title: _____

APPROVED AS TO FORM:

City Attorney
Amendment to -psa.doc

September 7, 2016

Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Interwest Consulting Group
9300 W. Stockton Blvd. Suite 105
Elk Grove, CA 95758

Attention: Mr. Theron Roshen

Subject: Marsh Road Channel Repair Project
Additional Service Request No. 6

Dear Theron:

Biggs Cardosa Associates, Inc. is pleased to submit the following proposal to provide additional engineering services on the subject project located in Atherton, California. Per Town's direction, the Design Team has performed supplemental construction support engineering services during the course of construction of the channel/wall replacement. Per discussions with the Town, the agreed upon approach was to work against the previously approved Construction Support Engineering budget and address supplemental services and contract amendment towards the end of the construction in one comprehensive additional service request. It is our understanding that construction is nearly complete. In general the supplemental services provided include the following:

1. Supplemental Traffic Engineering
2. Supplemental Geotechnical Engineering
3. Supplemental Civil Engineering
4. Supplemental Structural Engineering

Scope of Work:

Supplemental Traffic Engineering: Supplemental traffic engineering was provided by BKF Engineers and included the preparation of new traffic handling exhibits for the Town's public outreach meetings and website; Preparation of revised traffic handling plans to incorporate changes requested by outside agencies (City of Menlo Park, Redwood City and San Mateo County) and the Town based on public input; and Attendance and participation in supplemental meeting and phone calls with Town staff to discuss changes to the Traffic Handling Plans and presentation materials.

Supplemental Geotechnical Engineering: Supplemental geotechnical engineering was provided by BAGG Engineers and included performing supplemental geotechnical calculations and studies related to the Contractor's proposed desire to eliminate temporary shoring for the westwall construction.

Supplemental Civil Engineering: Supplemental civil engineering was provided by BKF Engineers and included supplemental coordination with utility agencies to identify utility pipes discovered under the existing channel and to expand the utility search limits beyond the previous contracted limits (the previous limits included the crown of Marsh Road eastward under the channel);

Evaluate and coordinate east wall drainage options to incorporate a new drainage inlet and piping system in lieu of the concrete gutter and down drain system included in the bid documents; Evaluating options and designing the new AC structural sections for the portion of Marsh Road removed as part of the Contractor's open excavation construction of the west wall (bid documents had included temporary shoring which preserved the existing roadway section); and Evaluating alternative flap gate options to minimize impacts to creek flows.

Supplemental Structural Engineering: Supplemental structural engineering and project management services were provided by Biggs Cardosa Associates and included coordination of the supplemental traffic, geotechnical and civil engineering services noted above; compilation, reproduction and distribution of Conform Plan and Conform Specification packages for the Town, RE and Design Team; preparation of CCO#5 for the change in the East Wall Drainage requested by the Town.

Assumptions:

The following assumptions were made in preparing this scope of work:

- Per Town's direction, the Design Team has performed supplemental construction support engineering services during the course of construction of the channel/wall replacement based on the agreed upon approach to work against the previously approved Construction Support Engineering budget and address supplemental services and contract amendment towards the end of the construction in one comprehensive additional service request.
- The previously approved Construction Support Services budget was reallocated as applicable to cover supplemental services to the extent that budget was available.
- Construction Support Services remaining to be completed include coordination with the City Resident Engineer (RE), responding to Requests for Information from the Contractor or RE, preparation of Record Drawings, and project close out.

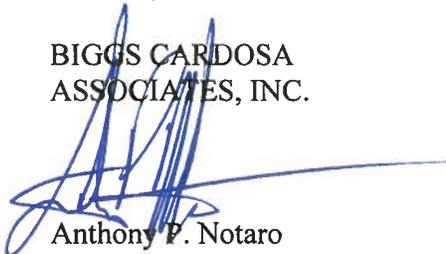
Fee:

Biggs Cardosa Associates, Inc. anticipates that the cost to complete the project, based on the supplemental construction support services completed and the anticipated construction support services remaining to be completed, is \$9,000 including expenses.

Please sign below and return to our office to authorize work to continue on this project. Should you have any questions, please do not hesitate to call.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Anthony P. Notaro
Associate

AGREED TO BY: _____
Town of Atherton

DATE: _____