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Title: Approve an amendment to the consultant service agreement for the design of the sewer rehabilitation/replacement in Glenn Avenue, N Street, Tuolumne Street, Van Ness Avenue, Merced Street, and Thorne Avenue in the amount of \$37,756 with Blair, Church & Flynn Consulting Engineers (Council District 3)

Sponsors: Department of Public Utilities

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Attachments: 1. BCF 2nd Amendment - Merced St.pdf, 2. 2017-08-31 Merced Consultant Contract Vicinity Map.pdf, 3. 2017-08-31 Merced Consultant Contract Original Signed Contract.pdf, 4. 2017-08-31 Merced Consultant Contract First Amendment.pdf

Date	Ver.	Action By	Action	Result
8/31/2017	1	City Council	approved	Pass

REPORT TO THE CITY COUNCIL

August 31, 2017

FROM: THOMAS C. ESQUEDA, Director
Department of Public Utilities

THROUGH: MICHAEL CARBAJAL, Planning Manager
Department of Public Utilities - Utilities Planning & Engineering

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SUBJECT

Approve an amendment to the consultant service agreement for the design of the sewer rehabilitation/replacement in Glenn Avenue, N Street, Tuolumne Street, Van Ness Avenue, Merced Street, and Thorne Avenue in the amount of \$37,756 with Blair, Church & Flynn Consulting Engineers (Council District 3)

RECOMMENDATION

Staff recommends that City Council approve an amendment to the consultant services agreement with Blair Church & Flynn Consulting Engineers (BCF), a California corporation, of Clovis, California, in the amount of \$37,756 for professional engineering services for the design of the sewer

rehabilitation/replacement in Glenn Avenue, N Street, Tuolumne Street, Van Ness Avenue, Merced Street, and Thorne Avenue.

EXECUTIVE SUMMARY

The Department of Public Utilities, Wastewater Management Division, has in place a consultant agreement with BCF for the design of the sewer rehabilitation/replacement in Glenn Avenue, N Street, Tuolumne Street, Van Ness Avenue, Merced Street, and Thorne Avenue in the amount of \$219,100. The original project was split into two projects by the first amendment; the project entitled Reconstruction of Sewer and Water Mains in Merced, Tuolumne, and Tulare Streets project, which is part of the Fulton Mall Reconstruction (FMR) project, and the project entitled Sewer Rehabilitation and Sewer Main Reconstruction in Merced Street. The FMR portion of the project is completing construction; however, the original scope of work has substantially increased due to unknown utilities and multiple redesigns within the FMR portion of the work. The contract allocation for the FMR portion of the work has been exhausted. The Department of Public Utilities, Wastewater Management Division, is seeking approval to amend the contract in the amount of \$37,756.

BACKGROUND

On November 11, 2013, a consultant services agreement was awarded to BCF for the design of the sewer rehabilitation/replacement in Glenn Avenue, N Street, Tuolumne Street, Van Ness Avenue, Merced Street, and Thorne Avenue. Council approved the first amendment on October 13, 2015, to split the project into two separate projects, the project entitled Reconstruction of Sewer and Water Mains in Merced, Tuolumne, and Tulare Streets project, which is part of the FMR project, and the project entitled Sewer Rehabilitation and Sewer Main Reconstruction in Merced Street. These projects were identified in the 2006 Sewer System Management Plan.

In addition to design services, the original agreement and first amendment include construction support services for both projects. To date, the design of the Sewer Rehabilitation and Sewer Main Reconstruction in Merced Street has been completed and is currently bidding. The FMR section of the project is the only portion of the project under construction; however, the original scope of work has substantially increased due to unknown utilities and multiple redesigns.

Although the preliminary design took multiple reviews, the source of the substantial scope increase was during construction. Multiple redesigns were required during construction (which is still ongoing). The demolition portion of the Fulton Mall revealed duct banks, vaults, and unidentified pipelines within the pipe influence area and alignment of the new sewer pipe. Several issues required significantly more effort than was included in the original scope; the items are listed and explained below.

- The existence and locations of underground PG&E vaults were provided by others, and incorporated into the design. However, the actual sizes were much larger than what the information provided showed. After excavation of the vaults it was discovered the PG&E vaults were much closer to the alignment than originally shown in the information provided. The original design required a casing to be jacked under the vault. PG&E would not initially allow the installation of the casing due to the clearance from the vault to the casing. As a result, several meetings, telephone conferences, email exchanges, and multiple redesigns of the steel casing were required before coming to a redesign all parties agreed upon.

- The AT&T facilities were marked by the utility owner which survey crews surveyed. The City survey crew identified the field markings that conflicted with the proposed sewer main. BCF was directed to redesign the sewer main. The redesign was completed and approved. However, when AT&T was requested to mark their facilities again, the marks were substantially different than the original marks. BCF was directed to redesign the sewer main again. This redesign was then submitted, approved, and constructed.
- The tributary sewers in Congo and Federal Alleys were initially designed to connect directly to the proposed sewer main. During construction, the City survey crews surveyed several utilities that were unmarked and exposed by the Contractor. BCF was directed by the City to redesign the tributary sewers. The sewers were redesigned, and the design submitted to the City. The Contractor then requested a field meet to discuss the tributary sewers with the City and BCF. At the meet a different design than what was already redesigned was agreed upon. The plans were then updated again to include the revised redesign.

The aforementioned items required a substantial amount of time and effort above and beyond the original scope of work. The additional effort required exhausted the construction services portion of the FMR project. The additional compensation does not include submittal reviews, requests for information, clarifications, or other construction support that are required by the agreement and included in the original scope of services.

The design contract for the project as a whole was \$219,100. Staff has negotiated the additional scope to the contract for an increase of \$37,756, which brings to the total sum of the contract to \$256,856.

The City Attorney's Office has reviewed and approved this contract amendment as to form. Upon approval by the City Council, the agreement will be executed by the Director of Public Utilities or designee, who has been delegated this authority by the City Manager.

ENVIRONMENTAL FINDINGS

By the definition provided in the California Environmental Quality Act Guidelines (CEQA) Section 15378, the award of this amendment to the design contract does not qualify as a "project" for the purposes of CEQA requirements.

LOCAL PREFERENCE

Local preference is not implemented because this is an amendment to an existing agreement.

FISCAL IMPACT

This project is identified in the five-year capital improvement plan (Council District 3). Funds in the amount of \$500,000 for the project were budgeted in the FY2018 Sewer Enterprise Fund No. 40501 for design and construction. The fiscal impact of this design contract will total \$37,756 and will have no impact on the General Fund.

Attachments:

- 2nd Amendment
- Vicinity Map

- Original Contract
- 1st Amendment