

Meeting Date: 10/7/2014

Report Type: Consent

Report ID: 2014-00699

Title: Supplemental Agreement No. 1: Guy West Bridge Rehabilitation Project (K15105000)

Location: Districts 3 and 6

Recommendation: Pass a Motion 1) authorizing the City Manager to execute Supplemental Agreement No. 1 not to exceed \$108,200 with The Hanna Group for the Guy West Bridge Rehabilitation Project (K15105000); and 2) resetting the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2014-0461.

Contact: Zuhair Amawi, Associate Engineer, (916) 808-7620; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065 Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A Location Map
- 4-SA #1 Hanna Group

City Attorney Review

Approved as to Form
Gerald Hicks
9/25/2014 4:06:20 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/18/2014 4:46:59 PM

Description/Analysis

Issue: The Guy West Bridge is a steel suspension bridge over the American River which was constructed in 1966 for use by pedestrians and bicyclists. In 2012, critical repairs were made to the bridge suspension system. The current project will complete additional recommended repairs and will bring the bridge to current standards.

Approval of Supplemental Agreement No. 1 with The Hanna Group in the amount of \$108,200 will cover the cost of additional construction management services needed to complete the Guy West Bridge Rehabilitation Project (K15105000).

Policy Considerations: The action requested is consistent with the City's Strategic Plan for improving public safety, achieving sustainability and enhanced livability by repairing a community asset that promotes walking and biking.

Environmental Considerations:

California Environmental Quality Act (CEQA): The City adopted a Mitigated Negative Declaration (MND) in conformance with CEQA on December 3, 2013.

Sustainability Considerations: The project is consistent with the City's Sustainability Master Plan Goal of reducing dependence on private automobiles by ensuring the Guy West Bridge is properly maintained so that bicyclists and pedestrians will have use of the bridge for future generations.

Commission/Committee Action: None

Rationale for Recommendation: Approval of Supplemental Agreement No. 1 with The Hanna Group in the amount of \$108,200 is necessary to cover additional construction management time and services necessary to complete the construction of the project.

Financial Considerations: The estimated project cost for the Guy West Bridge Rehabilitation Project (K15105000) is \$3,181,576. To date, \$893,040 has been expended and staff anticipates an additional \$2,288,536 will be needed to complete the project. As of September 3, 2014, the project has an unobligated balance of \$2,288,536, which is sufficient to execute Supplemental Agreement No. 1 with the Hanna Group and cover remaining construction and construction engineering costs.

There are no General Funds planned or allocated for this project.

Local Business Enterprise (LBE): The original solicitation for these services was under \$100,000 and a 5% preference was applied to all qualified consultants who met the LBE criteria per the City's LBE policy. In addition, because the Hanna Group is a LBE firm, it achieved 84% LBE participation.

Background:

The Guy West Bridge is a steel suspension bridge over the American River which was constructed in 1966 for use by pedestrians and bicyclists. In 1987, broken wires were discovered in three vertical suspender ropes. Investigation by the City concluded the broken wires were due to fatigue failure. In 1990, all the vertical suspender ropes were replaced with a similar design. It was expected that an in-kind replacement of the original design would provide a similar suspender rope service life of approximately 20 years.

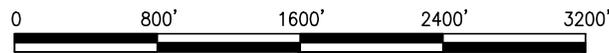
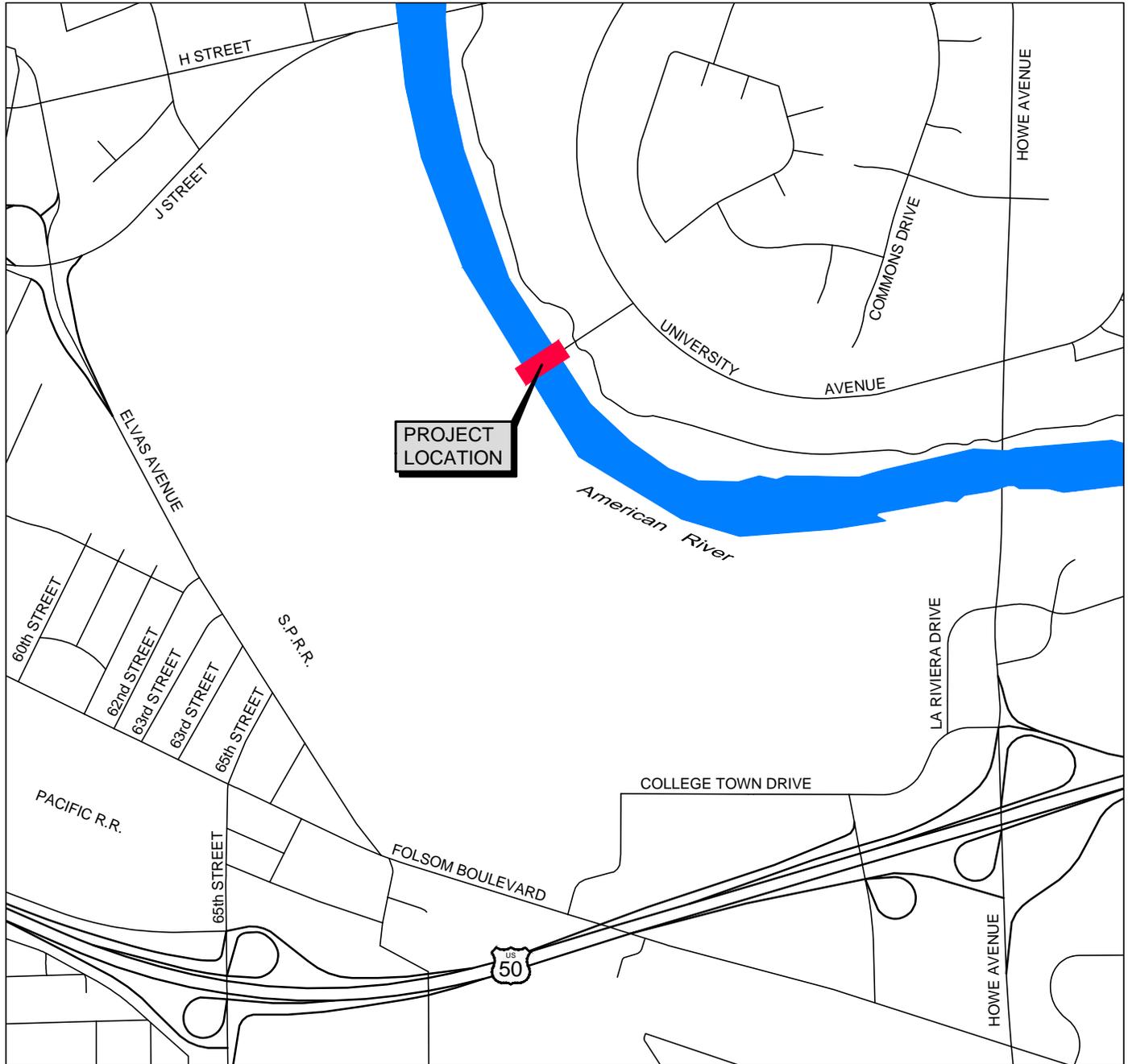
In 2011, an in-depth inspection and subsequent need assessment report identified various deficiencies of the bridge and recommended repairs. In 2012, sampling and testing fractured wire samples, applying banding to the cables to prevent strand unraveling, and relocating the out of position main cable spacers were completed. The current proposed project will complete the recommended repairs which will include minor truss and deck repair, replacement of bearing pads, handrail repairs, full removal and replacement of the failing lead based paint system, and the replacement of SMUD's electrical conduits. The proposed improvements will bring the bridge to current standards and will result in a sustainable landmark structure.

The project was advertised and bids were received on April 2, 2014. F.D. Thomas, Inc. was the lowest responsible and responsive bidder. The City Council awarded the Construction Contract in the amount not to exceed \$1,531,875 on May 20, 2014.

On May 30, 2014 a Professional Services Agreement was executed with the Hanna Group in the amount not to exceed \$94,550 to provide construction management support during construction. The Agreement was executed for a limited scope of work until the construction progressed. With the contractor's work plan and schedule now in place, staff can accurately assess the time and scope of services required from the Hanna Group.

Construction began in June 2014 and is anticipated to be completed in December 2014. Staff recommends the execution of Supplemental Agreement No. 1 with the Hanna Group to provide additional construction management services until the end of the construction period in December 2014.

Location Map For:
**GUY WEST BRIDGE
REHABILITATION PROJECT**
(PN: K15105000)



City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2014-0461-1

Purchase Order #:

Supplemental Agreement #: 1

Job#: K15105000

Project Title: Guy West Bridge Painting & Rehabilitation Project - CM Services

The City of Sacramento ("City") and The Hanna Group, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0461 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- 1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

See Exhibit A

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by \$108,200.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$94,550.00
The net change by previous Supplemental Agreements:	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$94,550.00
The contract sum will be increased by this Supplemental Agreement:	\$108,200.00
The new not-to-exceed amount including all Supplemental Agreements:	\$202,750.00

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:


Project Manager

Approved as to Form By:


City Attorney

Approved By:


Contractor

Approved By:

City of Sacramento

10/7/2014
Executed Date

Attested to By:

City Clerk

Exhibit A

Guy West Bridge Painting & Rehabilitation Project - CM Services

2014-0461

09/04/14

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #1	
PCO # 1.0 Client Initiated Changes	\$75,200.00
09/04/14 Provide paint inspection by sub-consultant West Coast Coating . Exhibit A	
PCO # 2.0 Client Initiated Changes	\$33,000.00
09/04/14 Provide structural rehabilitation inspection by The Hanna Group. Exhibit A	
2 Items	Total for Change Order # 1
	\$108,200.00
2 Items	Total for Contract # 2014-0461
	\$108,200.00
<i>Totals By Reason</i>	
	Changed/Unforeseen Conditions \$0.00
	Changes to Bid Documents \$0.00
	Client Initiated Changes \$108,200.00



City of Sacramento
Department of Transportation
Engineering Services Division, Room 2000
915 I Street
Sacramento, CA 95814

August 28, 2014

Attention: Mr. Zuhair Amawi, P.E., Project Manager

Subject: **Guy West Bridge Painting and Rehabilitation Project**
City Project No: (PN: K15105000)

Dear Zuhair:

Enclosed please find the proposed cost for the above referenced project. This proposed fee of \$108,200 is requested to augment our current contract amount and based on the City's request to provide Construction Management services through November of 2014. Attached are:

- Proposed Budget Amendment
- West Coast Coating Additional Cost Proposal

Our ultimate goal is to have a clear plan of action for the THG team that is satisfactory to the City.

If you have any questions regarding this proposal, please do not hesitate to contact Mehrdad Varzandeh at (916) 952-1641 or mehrdad@hannagr.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mehrdad Varzandeh".

The Hanna Group
Mehrdad Varzandeh, P.E.
Project Manager

8/28/2014 - Proposed Budget Amendment For CM Services
Guy West Bridge Painting and Rehabilitation Project

West Coast Coating Consultants

Assumption: Aug 25 - Oct 31 (10 Weeks)

Rates:

Regular Time	\$110
Overtime	\$135
Double Time	\$150

84 hours/week x 10 Weeks = 840 hours
(12 hour days x 7 days per week = 84 hours)

	Hours	Rate	Total
Regular Time	400	\$110	\$44,000
Overtime	280	\$135	\$37,800
Double Time	160	\$150	\$24,000
	840		\$105,800

Total: 840 hours for 10 weeks = \$105,800
Budget Remaining as of Aug 15 = -\$30,600
Additional Budget Request = \$75,200

The Hanna Group

Assumption: Aug 25 - Nov 21 (14 Weeks)

Rates:

Regular Time	\$165
Overtime	\$165
Double Time	\$165

20 hours/week x 14 Weeks = 280 hours

	Hours	Rate	Total
Regular Time	208	\$165	\$34,320
Overtime	36	\$165	\$5,940
Double Time	36	\$165	\$5,940
	280		\$46,200

Total: 280 hours for 14 weeks = \$46,200
Budget Remaining as of Aug 15 = -\$13,200
Additional Budget Request = \$33,000

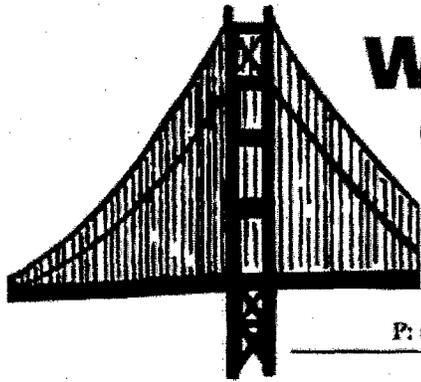
Additional Budget Request

\$	75,200	West Coast
\$	33,000	The Hanna Group
\$	108,200	Total Request

Notes:

West Coast will be needed for paint inspection based on 12 hours a day for 7 days a week from August 25 - October 31 for a total of 10 weeks.

The Hanna Group will be needed for 20 hours a week from August 18 - November 21 for a total of 14 weeks. The overtime and doubletime hours are based on 3 weekends of inspection for the structural work. THG will be onboard for additional time in November for project closeout as requested by Zuhair.



West Coast Coating Consultants

P: (415) 244-6429 • coatingconsultants@yahoo.com

727 Pomona Ave, Albany, CA. 94706

84 hours/week x 10 Weeks = 840 hours

(12 hour days x 7 days per week = 84 hours)

	Hours	Rate	Total
Regular Time	400	\$110	\$44,000
Overtime	280	\$135	\$37,800
Double Time	160	\$150	\$24,000
	840		\$105,800

Total: 840 hours for 10 weeks = \$105,800

Budget Remaining as of Aug 15 = -\$30,600

Additional Budget Request = \$75,200

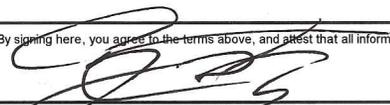
A large, stylized handwritten signature in black ink, appearing to be 'C. G. ...'.

Approved with Supplement # (type Original if it is the Original): SA # 1
 CONTRACTOR Name: West Coast Coating Consultants Date: 9/4/2014
 Project Name: Guy West Bridge Painting and Rehabilitation Project
 Project #: K15105000

Fringe Benefit %		+ *Overhead %		=	Combined %	
0.00%		0.00%			0.00%	
Profit %:		0.00%				
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A						
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate				
Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e. Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new or substitution of staff may occur if the new or substituted staff are in the same classification and same pay rate of the approved 10-H Form(s). Approval of the new staff and substitution must be approved by the CITY Project Manager and a copy of the approval must be submitted with invoices.
- The substitution and addition of new staff not covered by the classifications in the approved 10-H Form(s) or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by the CITY Project Manager.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature
 Greg Whiting

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): SA #1
 CONTRACTOR Name: The Hanna Group Date: 9/4/2014
 Project Name: Guy West Bridge Painting and Rehabilitation Project
 Project #: K15105000

Fringe Benefit %	+ *Overhead %	=	Combined %
0.00%	0.00%		0.00%
Profit %: 0.00%			
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A			
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate	

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
x		Resident Engineer/Structural Representative	Chad Langstraat		\$0.00	\$165.00
x	x	Welding Inspector	Mark Baker		\$0.00	\$130.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00

Total Other Direct Costs (ODC)	[Estimated Total ODC Amount Shall Be Contract Totals (cumulative)]	Description	Rate	Units	Total	
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
Estimated Total ODC Amount:					\$0.00	

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
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- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.


 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature
 Mehrdad Varzandeh

