

Meeting Date: 8/6/2015

Report Type: Consent

Report ID: 2015-00594

Title: Supplemental Agreement: Construction Management Services for the Treatment Plants Rehabilitation Design Project (Z14006000)

Location: District 3

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute Supplemental Agreement No. 6 to City Agreement No. 2013-0404 with MWH Americas, Inc. for additional construction management and inspection services in an amount not-to-exceed \$996,151, bringing the agreement's total not-to-exceed amount to \$9,355,068.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, Supervising Engineer, (916) 808-1438, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: CIP Engineering

Dept ID: 14001321

Attachments:

1-Description/Analysis

2-Background

3-Location Map

4-Supplemental Agreement

City Attorney Review

Approved as to Form

Joe Robinson

7/29/2015 11:20:46 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 7/20/2015 6:15:49 PM

Description/Analysis

Issue Detail: The City's two surface water treatment plants, the Sacramento River Water Treatment Plant (SRWTP) and the EA Fairbairn Water Treatment Plant (EAFWTP), were constructed in the 1920s and 1960s, respectively. The Treatment Plant Rehabilitation Design project (Z14006000) is replacing existing infrastructure that has exceeded its useful life and is at risk of failing at these plants. Construction of these improvements began in May 2013 and extends over an approximately three-year period through June 2016.

MWH Americas was selected through a Request for Qualifications process to provide Construction Management Services (CMS) for the Project. The proposed supplemental agreement is for additional construction management services needed for the duration of Project construction.

Policy Considerations: City Council approval is required for all supplemental agreements for \$100,000 or more. The Project, which provides updated infrastructure for a safe and reliable drinking water supply, is consistent with City Council focus areas of public safety, economic development, livability, and sustainability. Funds for these additional services have already been budgeted.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Planning Services prepared a Mitigated Negative Declaration for the Treatment Plant Rehabilitation Design Project. City Council approved the Mitigated Negative Declaration and adopted the Mitigation Monitoring Report on March 20, 2012 (Resolution No. 2012-067). Approval of the proposed supplemental agreement relates only to construction management services for the Project and would not result in any new environmental impacts not previously identified and analyzed in the adopted Mitigated Negative Declaration.

Sustainability: The Project is consistent with the City's Sustainability Master Plan by providing a safe and reliable water supply for the Sacramento Region.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approval of Supplemental Agreement No. 6 will authorize MWH to perform additional construction management tasks that are critical to ensure that the constructed improvements are performed per contract requirements and that impacts to the City's water treatment facilities are minimized.

Financial Considerations: This supplemental agreement adds an additional \$996,151 to the current agreement with MWH Americas bringing the agreement total to \$9,355,068. Sufficient funds are available for the supplemental agreement in

Z14006000 primarily through both the Water (Fund 6005) and Water Revenue Bond (Fund 6310) Funds.

Local Business Enterprise (LBE): MWH Americas is an LBE.

BACKGROUND

On April 2, 2013, the City Council authorized MWH Americas, Inc. (Contract 2013-0404) to perform Construction Management Services (CMS) for the Water Treatment Plants Rehabilitation Project for a total contract amount not to exceed \$8,259,514. This contract includes the following services:

Task 1 – Project Management Services: Coordinate and administer project tasks through the assigned project manager. The project manager will focus on completing tasks and submitting deliverables according to the project schedule and budget, managing staff assignments, facilitating QA/QC reviews, and identifying and communicating issues affecting CMS cost, schedule and quality.

Task 2 – Pre-Construction Services: Provide pre-construction services consisting of the execution of subconsultant agreements, setup up the project management system for cost and schedule management, staff training for the project's document management control system, development of the construction management plan, performing pre-project planning, familiarity and preparation for scheduling review, and preparation for preconstruction conference preparation meeting activities.

Task 3 – Construction Management Services: Provide construction management services for the project, consisting of mobilization and organization of the project field offices, review of the initial baseline CPM schedule from the construction contractor, review of monthly schedule updates, and services consisting of meetings, communications, site observation, and progress reporting. The Construction Manager will be Neil Mann.

Task 4 – Field Administrative Services: Provide field office administrative staff to document project meetings, process reviews of submittal and clarifications, prepare project reports, and control and manage project documents during the construction phase.

Task 5 – Field Quality Management Services: Provide field quality management services consisting of resident engineer and project closeout services.

Task 6 – Field Observation Services: Provide Field Inspectors for routine field observation to verify construction progress and compliance with contract documents. Field Inspection staff will prepare daily reports depicting a general overview of construction activities, including weather conditions, construction equipment and labor, work performed, materials used, observed delays, and deficiencies. Field Testing and Special Inspection Technicians will be provided for field testing and observation of soil compaction and concrete placement and compliance with contract documents.

Task 7 – Testing, Training, and Startup Services: Provide a full-time Field Inspector at the project site for 12 consecutive months from March 2015 through February

2016 to provide testing, training, and startup support services. The services shall consist of the testing activities described as General Startup & Testing Procedures, Functional Testing, Training of Owner's Personnel, and the Final Punch List and Substantial Completion processes.

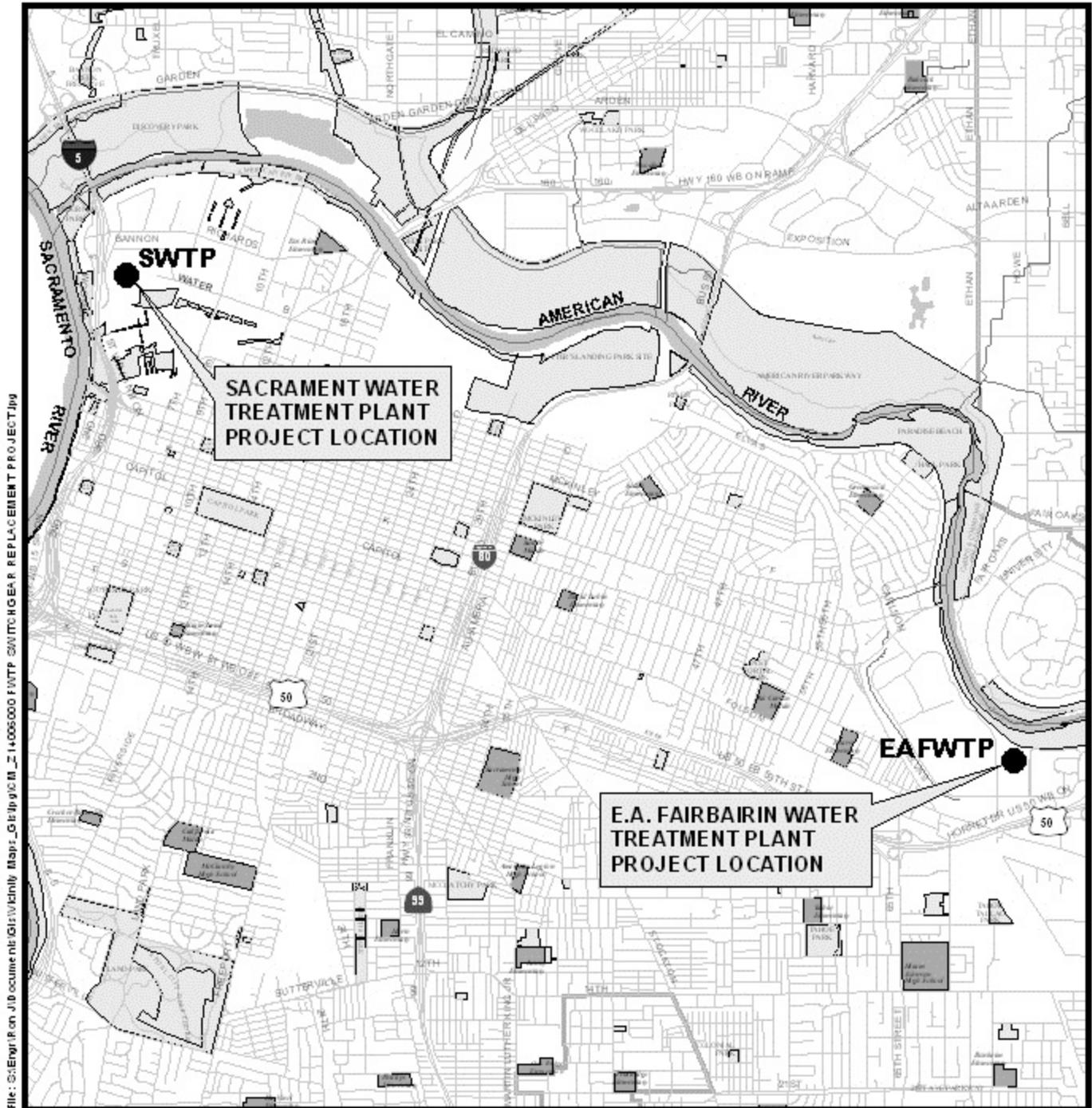
This contract was based on providing these services for specified time durations that were estimated prior to the commencement of construction on the project. Due to schedule changes and some construction delays, the City needs MWH to extend the durations of their CMS services.

This Supplemental Agreement extends the duration for services to be provided by MWH to the City and also includes additional services for some special inspections for material testing that were not previously included in the construction management contract. It also provides for some contingency funds that the City could authorize at a later date if construction is delayed and MWH's services are necessary beyond what is currently being projected for construction completion. The total for this Supplemental Agreement is \$996,151, for a new contract total not to exceed amount of \$9,355,068.

The Water Treatment Plants Rehabilitation Project is estimated to be completed in June 2016.

ATTACHMENT 3

WATER TREATMENT PLANTS REHABILITATION PROJECT (PN: Z14006000)



Map Prepared By
City of Sacramento
Department of Utilities



SUPPLEMENTAL AGREEMENT

Project Title and Job Number: #Z14006000 – WTPs Rehabilitation Project
Purchase Order #:

Date: 08/06/2015
Supplemental Agreement No.: 6

The City of Sacramento ("City") and MWH Americas, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0404 , including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter 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:

Exhibit A of the Agreement is amended to add the personnel-based and subconsultant-based task duration extensions specified in Attachment 3 to Exhibit A, attached hereto and incorporated herein by this reference.

- 2. The payment amounts specified in Exhibit B of the Agreement is amended as follows:

The Fee Schedule – Construction Management Services specified in Attachment 1 to Exhibit B of the Agreement is replaced by Attachment 3 to Exhibit B, attached hereto and incorporated herein by this reference.

- 3. In consideration of the additional and/or revised services described in sections 1 and 2, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased** by \$996,151, and the Agreement's maximum not-to-exceed amount is amended as follows:

| | |
|---|-----------------------|
| Agreement's original not-to-exceed amount: | <u>\$8,259,514.00</u> |
| Net change by previous supplemental agreements: | <u>\$ 99,403.00</u> |
| Not-to-exceed amount prior to this supplemental agreement: | <u>\$8,358,917.00</u> |
| Increase by this supplemental agreement: | <u>\$ 996,151.00</u> |
| New not-to exceed amount including all supplemental agreements: | <u>\$9,355,068.00</u> |

- 4. Contractor agrees that the not-to-exceed amount specified in section 3, above, shall constitute full compensation for the Contractor's services, including the additional or revised services covered by the payment reallocations specified in sections 1 and 2, 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 or revised services, including costs associated with any changes or delays in work schedules or in the performance of other services or work by Contractor.
- 5. 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.
- 6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager

City Attorney

Approved By:

Contractor

Approved By:

Attested To By:

SUPPLEMENTAL AGREEMENT

City of Sacramento

City Clerk

**ATTACHMENT 3 TO EXHIBIT A
SCOPE OF SERVICES**

**PHASE 2 – CONSTRUCTION MANAGEMENT SERVICES FOR THE:
Water Treatment Plants Rehabilitation Project (Z14006000)**

The following Task is amended by this Supplemental Agreement:

Task 1.2.3 Status Reports and Invoices: CONTRACTOR staff will provide annual project status reports and review, prepare, approve and submit monthly invoices to CITY.

The durations of the following tasks for identified personnel and subconsultants are extended as follows:

Task 6.1 Site Stormwater Pollution and Prevention Plan (SWPPP): David Sun duration extended 160 hours per month split between Task 6.1 and Task 6.4 for six months from 8/1/15 to 1/30/16.

Task 6.4 Site Civil/Yard Piping: David Sun duration extended 160 hours per month for six months from 8/1/15 to 1/30/16 split between Task 6.1 and Task 6.4.

Task 6.5 Floc-Sed Basin and Filters: Ray Sruba duration extended 160 hours per month for 6 months from 8/1/15 to 1/31/16 for Task 6.5.

Task 6.6 Field Testing – Soils: CTS duration extended six months from 8/1/15 to 1/31/16 for Task 6.6.

Task 6.7 Field Testing – Concrete: Mid Pacific Engineering duration extended six months from 8/1/15 to 1/31/16 for Task 6.7.

Task 6.8 Special Inspection – Concrete, Masonry, Anchors, and Welding: CTS duration extended six months from 8/1/15 to 1/31/16 for Task 6.8.

Task 6.10 – Field Inspection Hours Beyond Baseline (> 160 hours/month):

- David Sun duration extended 12 hours per month for 12 months from 1/31/15 to 1/31/16 for Task 6.10.
- Ray Sruba duration extended 12 hours per month for 12 months from 1/31/15 to 1/31/16 for Task 6.10.
- Larry Haupt duration extended 160 hours per month for one month from 4/1/16 to 4/30/16.

Task 7 – Testing, Training, and Startup Services: Larry Haupt duration extended 80 hours per month for 5 months between 3/1/15 to 5/1/15 and from 8/1/15 to 10/30/15. Larry Haupt duration also extended 160 hours per month for 5 months from 11/1/15 to 4/1/16. Don Werner duration extended 160 hours per month for 6 months from 5/1/15 to 10/30/15.

Task 8.1.1 - Construction Manager/Project Manager Hours (>137 hours/month): Neil Mann hours increased 41 hours per month from 3/1/16 to 5/30/16, split between Task 1.4 and Task 5.2 for 80% full time status.

**ATTACHMENT 3 TO EXHIBIT A
SCOPE OF SERVICES**

Task 8.1.2 – Resident Engineer Hours (>160 hours/month): Matt Carpenter and Steve Chavez hours increased 29 hours per month for 12 months from 3/1/15 to 2/28/16 for Task 5.1.

Task 8.2.1 - Additional CM Months (>34 months): Neil Mann duration extended 128 hours per month for 2 months from 6/1/16 to 7/29/16 for Task 3.4 or 5.2.

Task 8.2.2 – Additional RE Months (>31 months): Matt Carpenter duration extended 156 hours each per month for 3 months from 2/27/16 to 5/27/16 for Task 5.2.

Task 8.2.3 – Additional RE Months (>34 months): Matt Carpenter and Steve Chavez Increased 156 hours total per month for 2 months from 6/1/16 to 7/29/16 for Task 5.1 or 5.2

Task 8.10 – Schedule Management Services, Additional Update Reviews – Vanir duration increased 16 hours per month for 12 months from 3/1/15 to 2/28/16 for Task 3.3.

Task 8.11 – Field Materials Testing, Filter Media Area 51 – Kleinfelder duration added for 3 months from 8/1/15 to 10/31/15

**ATTACHMENT 3 TO EXHIBIT B
FEE SCHEDULE - CONSTRUCTION MANAGEMENT SERVICES**

| FEE SCHEDULE SUMMARY TABLE | | | | | | | | | | | |
|--|------------------------|------------------------|--------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------------------------|------------------------|-----------------------------|
| TASK SUMMARY | ORIGINAL BUDGET | SA-1 8/5/13 | CR-1 11/26/13 | SA-2 1/22/14 | SA-3 3/24/14 | CR-2 8/27/14 | SA-4 5/21/15 | SA-5 7/10/15 | TOTAL BUDGET as of 7/10/15 | SA-6 8/2/15 | TOTAL REVISED BUDGET |
| Task 1.0 - Project Management | \$696,361 | - | - | \$ (29,057) | - | - | - | - | \$667,304 | \$ (35,970) | \$631,334 |
| Task 2.0 - Pre-Construction Services | \$308,780 | - | - | - | \$33,710 | - | - | - | \$342,490 | \$ (22) | \$342,468 |
| Task 3.0 - Construction Management | \$1,030,316 | - | - | - | - | - | - | - | \$1,030,316 | \$ (4,178) | \$1,026,138 |
| Task 4.0 - Field Administrative Services | \$931,897 | - | - | \$ 894 | - | - | - | - | \$932,791 | \$ (171,326) | \$761,465 |
| Task 5.0 - Field QA/QC Services | \$1,917,950 | - | - | \$ (54,298) | - | - | - | - | \$1,863,652 | \$ 430,809 | \$2,294,461 |
| Task 6.0 - Field Observation Services | \$2,780,845 | - | - | \$ 102,863 | - | - | \$ 142,643 | \$ - | \$3,026,351 | \$ 388,564 | \$3,414,915 |
| Task 6.10 - Additional Hrs Beyond Baseline (authorized) | - | - | \$59,062 | - | - | \$58,000 | - | - | \$117,062 | \$ - | \$117,062 |
| Task 7.0 - Testing, Training, Startup Support | \$333,660 | - | - | \$ (9,256) | - | - | - | - | \$324,404 | \$ 149,334 | \$473,738 |
| Task 8.0 - Special Inspection & Schedule Management | - | \$59,741 | - | \$ (5,195) | - | - | - | - | \$54,546 | \$ 113,398 | \$167,944 |
| AUTHORIZED TOTAL | \$7,999,809 | \$8,059,550 | \$8,124,564 | \$8,065,502 | \$8,158,274 | \$8,216,274 | \$8,358,917 | \$8,358,917 | \$ 8,358,917 | \$9,229,526 | \$ 9,229,526 |
| Original Contingency, Task 6.10 - Additional Hours Beyond Baseline SA#5 (remaining, not authorized) | \$259,705 | \$259,705 | \$200,643 | \$259,705 | \$200,643 | \$142,643 | \$ - | \$ - | \$ - | \$ - | \$ - |
| SA-5 Contingency, Task 3 & 5 - Additional CM/RE Hrs/Extended Hrs Beyond Baseline (remaining, not authorized) | | | | | | | | | | \$ 71,300 | \$ 71,300 |
| SA-5 Contingency, Task 6.10 - Additional Field Inspector Hrs/Extended Hrs Beyond Baseline (remaining, not authorized) | | | | | | | | | | \$ 54,242 | \$ 54,242 |
| CONTRACT TOTAL | \$8,259,514 | \$8,319,255 | \$8,325,207 | \$8,325,207 | \$8,358,917 | \$8,358,917 | \$8,358,917 | \$8,358,917 | \$8,358,917 | \$9,355,068 | \$9,355,068 |