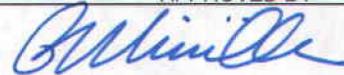


AGENDA ITEM NO.

COUNCIL MEETING 03/01/12

APPROVED BY



DEPARTMENT DIRECTOR

CITY MANAGER

March 1, 2012

FROM: PATRICK N. WIEMILLER, Public Works Director
Public Works Department

BY: EFREN BAÑUELOS, Assistant Director
Public Works Department, Capital Management Division

RANDALL MORRISON, PE, MCE, Project Manager
Public Works Department, Capital Management Division

SUBJECT: APPROVE AN AMENDMENT TO AN AGREEMENT WITH WEST YOST ASSOCIATES IN THE AMOUNT OF \$48,400, FOR ADDITIONAL SCOPE OF SERVICES TO COMPLETE THE DESIGN OF PLANS AND GENERAL CONSTRUCTION CONTRACT DOCUMENTS FOR THE WATER MAIN REPLACEMENTS PROJECT IN THE HOWARD HEIGHTS AREA, WHICH IS BOUNDED BY FOUNTAIN WAY, MAPLE AVENUE, UNIVERSITY AVENUE, AND CEDAR AVENUE AND AUTHORIZE THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY (COUNCIL DISTRICTS 4 & 7)

RECOMMENDATION

Approve an amendment to an agreement with West Yost Associates, of Roseville, California, in the amount of \$48,400, for additional scope of services to complete the design of plans and general construction contract documents for the water main replacements project in the Howard Heights area, which is bounded by East Fountain Way on the north, North Maple Avenue on the east, East University Avenue on the south, and North Cedar Avenue on the west, and authorize the Public Works Director or his designee to execute the amendment on behalf of the City.

EXECUTIVE SUMMARY

On August 25, 2011 Council approved an agreement in the amount of \$159,824 for the design and preparation of construction contract documents for the Howard Heights Water Main Replacement Project. The original agreement included consultant services for the design of replacing back yard water mains with new water mains within the street right of way. Upon further examination it has been determined that additional sections of distribution water line within the project limits were not accounted for because they are located in the street right of way and not in back yard easements. Similar to the sections included in the original agreement, these additional water main sections are very old and difficult to maintain. This amendment will add these water mains to the original scope of services from this consultant.

REPORT TO THE CITY COUNCIL

Approve First Amendment to Consultant Agreement for Water Main Replacements Project in the Howard Heights Area

March 1, 2012

Page 2

BACKGROUND

Council previously approved the original agreement on August 25, 2011, with West Yost Associates, Inc. in the amount of \$159,824, for consultant services to prepare construction documents for the Howard Heights Water Main Replacement Project. This project will construct new water mains, and service laterals in the Howard Heights area of Fresno, bordered by East Fountain Way on the north, North Maple Avenue on the east, East University Avenue on the south, and North Cedar Avenue on the west.

Upon further examination it has been determined that additional sections of distribution water line within the project limits were not accounted for because they are located in the street right of way and not in back yard easements. Similar to the sections included in the original agreement, these additional water main sections are very old and difficult to maintain. This amendment will add these water mains to the original scope of services for this consultant.

Staff negotiated a fee increase of \$48,400 for the additional scope proposed within this amendment. With this amendment the total consultant fee will be \$208,224. The costs of this amendment and the original agreement have been accounted for in the FY2012 budget and are funded by the Water Enterprise Fund. The design of this project is approximately 60% complete, and is scheduled to be completed by the beginning of April 2012. Construction of this project is currently scheduled to begin in early summer of 2012.

FISCAL IMPACT

This amendment is accounted for in the FY 2012 budget and will be funded by the Water Enterprise Fund. This project will have no impact to the City's General Fund.

File: 2012-03-01 Howard Heights Water Main Consultant Contract First Amendment

Attachments:

- Project Vicinity Map
- Fiscal Impact Statement
- Amendment with West Yost Associates



CITY OF FRESNO - DEPARTMENT OF PUBLIC WORKS

**HOWARD HEIGHTS BACKYARD WATER
MAIN REPLACEMENT PROJECT**

PROJECT VICINITY MAP

NOT TO SCALE

COUNCIL DISTRICTS

4 & 7

DATE:

MARCH 1, 2012

FISCAL IMPACT STATEMENT

PROGRAM: WC00005 – J5344, First Amendment - Howard Heights Water Main Replacement Project

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$44,400</u>	<u> </u>
Indirect Cost	<u>\$1,000</u>	<u> </u>
TOTAL COST	<u>\$45,400</u>	<u> </u>
Additional Revenue or Savings Generated	<u>0</u>	<u> </u>
Net City Cost	<u>0</u>	<u> </u>
Amount Budgeted (If none budgeted, identify source)	<u>\$45,400</u>	<u> </u>

Indirect costs consist of the following:

<u>Project Management</u>	<u>\$1,000</u>
<u>Total</u>	<u>\$1,000</u>

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of March, 2012, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "CITY") and West Yost Associates, Inc., a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated August 29, 2011, for the design of plans and general construction contract documents for the Howard Heights Water Main Replacement Project, hereinafter referred to as "Agreement;" and

WHEREAS, CONSULTANT has completed Part One of the Agreement; and

WHEREAS, CITY now desires to modify the scope of work, therein, by requiring the additional services and increasing the total maximum fee in the Agreement by \$48,400 for such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. The parties agree that no additional time under the Agreement is required to complete such services. The services in **Attachment A** are to commence upon execution of this Amendment by both parties and shall be completed in a sequence assuring expeditious completion within the time periods currently contained in the Agreement.

2. Section 3(a) of the Agreement is amended in its entirety to read as follows:

"(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$208,224.00, paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed \$15,000.00 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director."

3. Section 3(b) of the Agreement is amended in its entirety to read as follows:

"(b) Detailed statements shall be rendered monthly and will be payable within 45 days of receipt of an undisputed statement by CITY. Such statements shall be for an amount no greater than that attributable to the Part upon which CONSULTANT is then engaged as provided in Section 3(c) below. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense. Any unpaid balance of a disputed statement not paid within the aforesaid 45 days will not be subject to any penalties, finance charges or interest."

4. Section 3(c) of the Agreement is amended in its entirety to read as follows:

“(c) For purposes of determining the division of the total compensation to CONSULTANT as provided in Section 3(a) above, or should performance of any succeeding Part not be authorized by CITY as provided in Section 1 of this Agreement, it is agreed that the total compensation shall be allocated to the five Parts of CONSULTANT’S performance as follows: Part 1 – 15%, Part 2 – 39%, Part 3 – 29%, Part 4 – 3%, and Part 5 – 14%. Prior to the award of a general construction contract for the Project, or should such contract not be awarded, the approved Parts as provided above shall be utilized for purposes of determining the fee due to CONSULTANT.”

5. Effective January 1, 2012, the Schedule of Fees contained on pages 6 and 7 of **Exhibit A** of the Agreement is superseded in its entirety by **Attachment B**, attached hereto and incorporated herein by reference.

6. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify or restate any terms or conditions, or modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

7. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated August 29, 2011, remains in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Efren Bañuelos,
Assistant Public Works Director
Department of Public Works

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: Nancy A. Algier 2/14/12
~~Senior City Deputy City Attorney~~
Deputy Nancy A. Algier
Addresses:

CITY:
City of Fresno
Attention: Randall Morrison, P.E., M.C.E.,
Project Manager
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
Phone: (559) 621-8703
FAX: (559) 488-1045

Attachments:

- Attachment A - Modification to Scope Of Work - Additional Design Services for the Design of Plans and General Construction Contract Documents for the Howard Heights Water Main Replacement Project
- Attachment B - Schedule of Fees

West Yost Associates, Inc.,
a California corporation

By: Steven R. Dalrymple
Name: STEVEN R. DALRYMPLE
Title: PRESIDENT

By: Charles Duncan
Name: Charles Duncan
Title: Secretary

REVIEWED BY:

Steven Son
Steven Son, P.E., Capital Projects
Capital Projects Manager
Department of Public Works

CONSULTANT:
West Yost Associates
Attention: Frank Helmick, P.E.,
Vice President
516 West Shaw Avenue, Suite 200
Fresno, CA 93704
Phone: (559) 221-1808
FAX: (559) 221-2671

ATTACHMENT A

MODIFICATION TO SCOPE OF WORK - ADDITIONAL DESIGN SERVICES FOR THE DESIGN OF PLANS AND GENERAL CONSTRUCTION CONTRACT DOCUMENTS FOR THE HOWARD HEIGHTS WATER MAIN REPLACEMENT PROJECT

Consultant (West Yost Associates, Inc.) shall perform each of the tasks described below in items one through four.

The consultant fee to provide additional design services is itemized as follows:

<u>Item</u>	<u>Task Description</u>
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1.	Public/Commercial Services
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Task 1 includes the following sub tasks:

- Prepare plan view drawings for the commercial water service installations and transfers, which will include four additional drawings at 1 inch equals 40 feet scale:
 - The southeast corner of E. Shields Avenue and N. Cedar Avenue,
 - The northeast corner of E. Clinton Avenue and N. Cedar Avenue,
 - The southeast corner of E. Clinton Avenue and N. Cedar Avenue, and
 - The southwest and northwest corner of E. Clinton and N. Maple Avenues.
- The plan view drawings will include the layout of the service laterals for each business from the main to the new meter box and from the meter box to the approximate location of the existing connection to each business. It is anticipated that where the new meter box is more than 5 feet from the existing backflow device, the backflow device will be relocated to the new meter box location. There are 29 commercial or business services included in this task.
- Incorporate the following drawing revisions to accommodate the added public/commercial services including: 4-inch and 6-inch public/commercial service connection detail, public/commercial service transfer schematic detail, and adding call outs identifying the locations and listing the addresses of the public/commercial service transfers.
- Conduct field investigation to locate existing reduced pressure-backflow preventer (RPBP) devices, assess RPBP transfer requirements, quantify pipeline transfer lengths, and investigate potential conflicts that will be encountered by the contractor during the installation of the new service.
- Prepare specifications for 1", 1-1/2", 2", 4", and 6" public/commercial services to include: 1) water service installations, 2) meter box installations, 3) building service transfers, 4) building service connections, and 5) RPBP device relocation requirements.
- Revise the project address list to include or remove services from the project to reflect the final list of properties to be included.
- Total cost to complete task 1 is not to exceed \$10,000.00.

2. Residential Services

Task 2 includes the following subtasks:

- Incorporate additional residential services into the plans and specifications. Residential services provided by both the Contractor and the City will be included on the construction plans. No residential transfer lines will be shown.
- Identify and categorize all service connections.
- Prepare the specifications to reflect the different categories of service, meter box, and transfer installations that will be encountered on the Project.
- Total cost to complete task 2 is not to exceed \$1,000.00.

3. Plan and Profile Drawings

- Prepare plan and profile drawings for an additional 11,000 linear feet of distribution piping. The increase in distribution piping will bring the total length of distribution piping for the project to approximately 30,000 linear feet. The plan and profile drawings will be prepared in accordance with the requirements included in the original scope of work except that there will be one plan and one profile view per sheet instead of two of each per sheet. The fee for this task also reflects that the address index summarizing the service connections will be moved to the specifications and that the number of connection detail sheets was reduced from five to two.
- Total cost to complete task 3 is not to exceed \$34,900.00.

4. Record Drawings

- Increase the number of record drawings prepared to reflect the changes or deviations that occurred during the construction of the Project.
- Total cost to complete task 4 is not to exceed \$2,500.00.

ATTACHMENT B



2012 Billing Rate Schedule

(Effective January 1, 2012 through December 31, 2012)*

POSITION	LABOR CHARGES (DOLLARS PER HR)
Principal/Vice President	223
Engineering Manager	212
Principal Engineer/Scientist	193
Senior Engineer/Scientist/GIS Analyst	174
Associate Engineer/Scientist	155
GIS Analyst	155
Engineer IV/Scientist II	138
Engineer V/Scientist I	119
Construction Manager III	168
Construction Manager II	155
Construction Manager I	144
Resident Inspector III	130
Resident Inspector II	121
Resident Inspector I	106
Sr. Designer/Sr. CAD Operator	113
Designer/CAD Operator	100
Technical Specialist II	97
Technical Specialist I	84
Engineering Aide	70
Administrative IV	100
Administrative III	88
Administrative II	75
Administrative I	63

- Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Computers are billed at \$25 per hour for specialty models and AutoCAD.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Continued on following page

* This schedule is updated annually

1



2012 Billing Rate Schedule (continued)

(Effective January 1, 2012 through December 31, 2012)*

Surveying and Equipment Charges

POSITION	LABOR CHARGES (DOLLARS PER HR)
GPS, 3-Person	343
GPS, 2-Person	293
GPS, 1-Person	230
Survey Crew, 2-Person	249
Survey Crew, 1-Person	187

Equipment Charges

EQUIPMENT	BILLING RATE (DOLLARS PER DAY)	BILLING RATE (DOLLARS PER WEEK)
DO Meter	16	77
pH Meter	5	25
Automatic Sampler	124	678
Transducer/Data Logger	39	196
Hydrant Pressure Gage	11	48
Hydrant Pressure Recorder (HPR)	—	196
Hydrant Wrench	5	31
Pilot Diffuser	28	128
Well Sounder	28	128
Ultrasonic Flow Meter	—	256
Vehicle	84	424
Velocity Meter	11	62
Water Quality Multimeter	168	918
Thickness Gage	—	68

* This schedule is updated annually

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