



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Powell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Director of Public Works
 Steve Finton, City Engineer
 Edward T. Kao, Senior Civil Engineer

DATE: June 19, 2012

SUBJECT: First Amendment to agreement with Willdan Engineering for additional Construction Engineering and Project Management Services for the 2011-2012 Water Main Replacement Project (\$60,000)

RECOMMENDATION:

Staff recommends that City Council pass a motion approving the First Amendment to the existing agreement with Willdan Engineering in the amount of \$60,000 for additional construction engineering and project management services for the 2011-2012 Water Main Replacement Project.

FISCAL IMPLICATION:

Funding for this project has been appropriated by City Council in the amounts indicated in Table 1 below.

TABLE 1
Project Budget and Expected Expenditures

2011-2012 WATER MAIN REPLACEMENT PROJECT		(CIP 11835E)
FY 2010-2011 – Design Appropriation	(CIP 11835E)	\$ 200,000
FY 2011-2012 – Construction Appropriation	(CIP 11835E)	\$2,000,000
Total Budget		\$2,200,000
Anticipated Expenditures Phase 1 (See Map Attachment 1)		
Construction Contract (John T. Malloy, Inc.) base bid plus three alternate bids		\$ 1,241,940
Construction Contingency (10%)		124,194
Original Construction Engineering/Project Management Services Agreement (Willdan Engineering)		63,600
First Amendment to Willdan Engineering Agreement for additional Construction Engineering/Project Management Services		60,000
Total Anticipated Construction Engineering/Project Management Costs		\$123,600
Misc. Expenses (CEQA Notice of Exemption Filing Fee, Bid Advertising, etc.)		215
Design Contract (Willdan Engineering)		83,360
Total Expected Expenditures		\$1,573,309
Anticipated balance available for completion of Phase 2		\$626,691

TABLE 1 Continued
Project Budget and Expected Expenditures

Expected Expenditures Phase 2 (See Map Attachment 2)	
Construction Contract	\$ 480,000
Construction Contingency (10%)	48,000
Construction Engineering/Project Management Services (KOA/CBM)	40,000
Misc. Expenses (CEQA Notice of Exemption Filing Fee, Bid Advertising, etc.)	215
Design Contract (AAE)	37,860
Total Expected Expenditures Phase 2	\$606,075
Total Anticipated Expenditures Phases 1 and 2	\$2,179,384
Anticipated balance available after completion of Phase 2	\$20,616

BACKGROUND:

As part of the City’s Fiscal Year 2011-2012 Water Main Replacement program, the Public Works Department is currently replacing old or undersized water mains on several streets in the Sand Section of the City. The Fiscal Year 2011-2012 Water Main Replacement project is broken into two phases as indicated on maps provided in Attachments 1 and 2.

TABLE 2
Fiscal Year 2011-2012 Phase 1 Water Mains

No.	St. Name	From	To	Length (LF)
1	1 st St.	Highland Ave.	Valley Dr.	1,200
2	1 st St.	Ocean Dr.	Highland Ave.	540
3	3 rd St.	Ocean Dr.	Highland Ave.	540
4	4 th St.	Ocean Dr.	Highland Ave.	540
5	5 th St.	Ocean Dr.	Manhattan Ave.	200
6	Highland Ave.	1st St.	Homer St.	250
7	Highland Ave.	2nd St.	1st St.	250
8	Homer St.	Highland Ave.	Morningside Dr.	250
9	Manhattan Ave	8th St	15th St	2,000
10	Morningside Dr.	1st St.	Homer St.	250
11	Vista Dr.	Rosecrans Ave.	27th St.	2,320
Total				8,340

On February 21, 2012, City Council awarded a construction contract to John T. Malloy for construction of Phase 1 and also approved an agreement with Willdan Engineering to provide construction engineering and project management for the project. The original construction contract included 60 working days to complete the project. Construction has been underway since March 12, 2012.

DISCUSSION:

Through their agreement, Willdan Engineering is providing construction engineering and project management services consisting of full-time on-site inspection to verify conformance with the plans and specifications. The original agreement with Willdan Engineering provided services for the 60 working days (480 hours) included in the original construction contract. Staff has identified that additional services as indicated in Table 3 below are required from Willdan Engineering to complete the project.

**TABLE 3
Willdan Engineering Contract**

	Inspection Working Days	Cost
Original Agreement with Willdan Engineering. (services for 60 working days)	60	\$ 63,600
First Amendment Tasks		
Required preconstruction services. (meetings, pre-project reconnaissance, etc.)	3	\$3,180
25 working days added to the construction contract with John T. Malloy by Change Order to perform addition meter service work not included in the original contract.	25	\$26,500
Inspector overtime for late evening work. (to be recovered from contractor)	-	\$3,000
Estimated additional days required to complete the project. *	16	\$16,960
Contingency – Additional days in the event further unforeseen conditions are encountered.	9.77	\$10,360
Total recommended First Amendment	53.77 + Overtime	\$60,000
Total Willdan Agreement After First Amendment	113.77 + Overtime	\$123,600

*These additional days are the estimated number of days required to complete the project. Progress has been slower than expected due to slow progress by the contractor and unforeseen underground conditions encountered. *Appropriate liquidated damages will be assessed which will provide reimbursement for a portion of the additional Willdan Engineering inspection costs.*

The contractor has completed mainline installation in Manhattan Avenue and 3rd, 4th and 5th Streets between Manhattan Avenue and Ocean Drive and is performing tie-ins and service connections on these Streets. The next area of work will be 1st Street from Ocean Drive to Valley Drive and 3rd, 4th Streets from Manhattan Avenue to Highland Avenue. Willdan has provided exemplary services during the project so far. If the recommended amendment is approved, Willdan Engineering will continue to provide services through completion of the project.

- Attachments: 1 Map Phase 1
 2 Map Phase 2
 3 First Amendment to Agreement

xc: Henry Mitzner, Controller
 Jeanne D. O'Brien, Senior Accountant
 Julie Chan, Accountant

City of Manhattan Beach

Water Main Replacements

Phase 1 2011-2012



12/21/2010



0 500 1,000 2,000 Feet

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH
AND WILLDAN ENGINEERING

This First Amendment is to that certain Agreement dated February 27, 2012 (“Agreement”) by and between the City of Manhattan Beach, a California municipal corporation (“City”) and Willdan Engineering (“Consultant”) and is hereby entered into as of June ____, 2012.

RECITALS

A. On February 27, 2012, the City and Consultant entered into an Agreement for construction engineering and project management services for the 2011-12 Water Main Replacement Project (“Agreement”);

B. The Agreement anticipated a Sixty (60) working day construction period. The construction period has been extended and the City now desires the consultant to provide full-time inspection services through approximately August 10, 2012.

C. Consultant desires to provide the additional services;

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

Section 1. Section 3.1 of the agreement is hereby amended to read as follows:

“3.1 Amount. Compensation under this Agreement shall not exceed One Hundred Twenty-three Thousand Six Hundred Dollars (\$123,600) for all services provided on all assignments.”

Section 2. Except as specifically amended by this First Amendment, all terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the day and year first shown above.

Willdan Engineering

By _____

By _____

CITY OF MANHATTAN BEACH
A Municipal Corporation

City Manager, David N. Carmany

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Larry S. Wiener, City Attorney

Public Works

EXHIBIT A

“Consultant Services”

The additional services provided for by this amendment are for additional construction engineering and project management required to complete the construction project.

EXHIBIT B

“Consultant Hourly Rates”

Willdan Engineering

Project Manager	\$180.00/hr
Supervising Public Works Observer	\$120.00/hr
Senior Public Works Observer	\$95.00/hr
Materials Testing Lab tech	\$90.00/hr