



Item No. 16 Town of Atherton

CITY COUNCIL STAFF REPORT – REGULAR AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**THROUGH: MICHAEL KASHIWAGI
COMMUNITY SERVICES DIRECTOR**

FROM: GORDON SIEBERT, CITY ENGINEER

DATE: MARCH 16, 2016

**SUBJECT: ADDITIONAL SERVICE REQUEST FOR SFPUC WATER LINE
RELOCATION DESIGN**

RECOMMENDATION

Authorize the City Attorney to draft and the City Manager to execute an amendment to the Professional Services Agreement with WRNS Studio for design services for replacement of the San Francisco Public Utilities Commission water line for a not to exceed fee of \$53,500.

BACKGROUND

The design of the new Atherton Civic Center currently includes reconfiguration of streets through the site. There is a 36” steel water pipe managed by the San Francisco Public Utilities Commission (SFPUC) that longitudinally bisects the site. The pipe is nearly 100 years old and as such should be considered for replacement.

The SFPUC is willing to cooperate with the Town to relocate and replace the pipe such that its new location would be aligned within the new proposed public right of way. The pipe was installed in an easement granted by the Southern Pacific Railroad, which owned a portion of the current Civic Center site and pursuant to a permit granted by the Town in the 1930’s.

FINDINGS/ANALYSIS

The current schematic design for the Civic Center project realigns the public right-of-way. The current location of the SFPUC water line is within the current right-of-way. Because the project, as designed, does not interfere with the water line the Town may leave the water line in place or participate with the SFPUC to realign the water line with the new proposed right-of-way. After speaking with the SFPUC, they have advised that they would prefer that the water line be relocated now rather than later given its current depth and the Town’s planned project.

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However, the SFPUC advised that they were under no obligation to relocate the line given the current design and requested that the Town financially participate in the project since they are not the underlying owners of the line itself. Further, there are issues related to the underlying easements that have yet to be cleared up.

It is estimated that the cost of the relocation project (design and construction) would be approximately \$1m – \$2m. Staff suggested that the Town’s financial contribution could be handled through soft costs related to the Project and assimilation of the project into the Civic Center Project – thus providing some level of control to the Town to ensure that the project does not interfere with the Civic Center Project itself. The SFPUC agreed to take that under advisement as they speak with the underlying owners (customers) of the water line. At this time, we do not have a formalized agreement with the SFPUC, but in the interest of time, staff recommends we secure the engineering services to accommodate the potential design.

In order to maintain the Civic Center Project schedule, staff recommends that WRNS’ sub-consultant civil engineer, Sherwood Design Engineers, be tasked to prepare design plans while cost sharing for construction is being finalized. Construction costs are estimated at approximately \$1m to \$2m, depending on overlying site work and timing. Design costs would be expected to be in the range of \$100,000 to \$120,000, but because they would be done in conjunction with other site design, the Town is able to have design done at considerably less cost than if the work were done alone or as a project by the SFPUC.

POLICY IMPLICATIONS

There are no policy implications associated with project design. This is the first of two additional service requests that will be provided to the Council via WRNS Studio. The second will be a remodel of the Town’s Corporation Yard. The Corporation Yard is not included as part of the Civic Center Project but will be in need of refurbishment to address some reconfiguration and access issues.

FINANCIAL IMPACTS

The financial impact of design is \$53,500, which includes \$37,500 for design, an allowance for Additional Services for Agency Coordination of \$7,500 and \$7,500 for Construction Administration and \$1,000 for Reimbursable Expenses. In preliminary discussion with the SFPUC, staff has suggested that the Town would pay for soft costs related to the project – design and project management – while the SFPUC and its customers would pay for the actual cost of construction, since public utilities are typically required to be relocated if required by a project of public benefit. Because the water line’s relocation is not a requirement of the Civic Center Project itself, the City Attorney has advised that the project may be funded by the Town’s General Fund.

Substantial work under this Change Order would not be executed unless and until the Town and SFPUC execute a project development agreement.

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PUBLIC NOTICE

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials.

ATTACHMENTS

Attachment 1: Sherwood Design Engineers proposal

**Atherton Civic Center
Atherton, CA**

**Additional Services Proposal No. 01
for
Civil Engineering Services**

PUC Water Main Relocation

**Sherwood Design Engineers
December 4, 2015**



Additional Services Proposal

WRNS Studio
Pauline Souza
501 2nd St
San Francisco, CA 94107

December 4, 2015

RE: Scope and Fee Proposal for Additional Services
Atherton Civic Center
PUC Water Main Relocation

Dear Pauline,

Sherwood Design Engineers (hereinafter the "Civil Engineer") is requesting approval of the following Additional Services (ASP No. 01) as an amendment to the original contract (Original Service Agreement for Civil Engineering services for the Atherton Civic Center between WRNS Studio and Sherwood Design Engineers) with WRNS Studio (hereinafter the "Client"). Clients and Owner, the Town of Atherton, are in a binding agreement known as the Prime Agreement.

This proposal describes additional scope to be performed as Additional Services by the Civil Engineer in collaboration with the Design Team.

This ASP No. 01 was necessitated by recent requests from the Owner for additional scope to the Original Services Agreement.

1.0 ADDITIONAL SERVICES

Additional design efforts will be required to relocate the existing 36" water main within the limits of the Atherton Civic Center project site. Upon approval from the Client, the Civil Engineer will provide additional design and coordination efforts identified below. These Additional Services will be billed on a time and materials basis with a fee estimate basis per Section 3.0.

1.1 Water Main Relocation

Upon the request from of the Client, the Civil Engineer will provide the following services:

1. General Coordination/Project Initiation/Meetings:
 - a. Data Collection and Review
 - i. Review available information provided by the client during the time of design such as: a topographic map, design level site and utility surveys, applicable record data surveys, as-built drawings, pot-hole information, a geotechnical soils report, and environmental studies.
 - ii. Recommend additional information required for design services as described herewithin.
 - iii. Review local agency development codes and design standards as related to civil infrastructure.

b. Site visit (assumes one)

2. Utility Plan:

- a. Final alignments, materials, and invert location for relocation of existing 36" water line owned and operated by the SF PUC within the limits of the Atherton Civic Center project site.
 - i. Water line routing and connections
 - ii. Utility profile showing crossings and appurtenances
- b. Details for water structures including connections, fittings, and trenching, including local agency details where applicable.

1.2 Agency Coordination

As requested by the Client, the Civil Engineer will coordinate with agencies having jurisdiction to coordinate the design and permitting of the realigned water line. This work will be performed on a Time & Materials as-requested basis. Anticipated scope of services to provide general support to the Client include:

1. Attend pre-submittal coordination meetings and request design specifications
2. Attend site visits with agencies as requested
3. Prepare exhibits for agency review as requested
4. Prepare and/or review legal easement descriptions
5. Coordinate with surveyor developing the easement (Sherwood can oversee this work as an additional service)
6. Communication and coordination with agencies in order to facilitate issuance of the building permit

1.3 Construction Administration

Upon agreement with the Client, the Civil Engineer will perform typical Construction Administration (CA) services during this phase of the project related to designs based on information available during final Construction Document submittal. CA services will be provided on a Time & Materials as-requested basis. Anticipated scope of services to provide general support to the Client during the construction schedule include:

1. Attend on site pre-construction conference / kick-off meeting.
2. Attend site visits during construction for observation of general conformance to construction documents.
3. Civil CA efforts in this phase include the following standard Civil Engineering services:
 - Review of civil related Submittals and Shop Drawings.
 - RFI Response / Design Clarifications.

1.4 Exclusions: Consultant shall not be required to provide the following services.

- Exclusions listed in the Original Services Agreement
- Geotechnical related soil stability design related issues
- Construction Inspection and Testing
- Weekly Construction Meetings
- Punch List Requests
- As-Built Drawings
- Drawings for temporary conditions such as bypass lines
- Shut down protocols
- Materials staging plans
- Traffic control plans

1.5 Assumptions:

- Details and specifications for the relocated water line will be provided by the SF PUC
- Relocation of the 36" water main will be within the limits of the Atherton Civic Center project site. Improvements to the water line outside of this area, if required, will be done by others or addressed by contract addendum.
- Utility shutdown coordination will be performed by the agencies having jurisdiction in collaboration with the contractor.
- Means and methods of work performed will be determined by the contractor in collaboration with the agencies having jurisdiction.

2.0 SCHEDULE

The additional civil engineering services included in ASP No. 01 will commence upon authorization by the Client with an anticipated four month schedule. If the project schedule is extended, or additional phasing is requested by the Client, resulting in an additional scope of work beyond the Original Service Agreement and ASP No. 01, the Civil Engineer can accommodate the additional services under a separate Additional Services Proposal.

3.0 ADDITIONAL SERVICES FEE SUMMARY TABLE

Additional fees will be billed on a Time and Materials basis in accordance with Civil Engineer's Standard Hourly rates identified in the Original Services Agreement. Reimbursable expenses will be billed in addition to the hourly labor cost.

ADDITIONAL SERVICES	Schedule (Completion Date and/or Duration*)	Fee Estimate	Estimated Reimbursable Expenses
1.0 Scope and Fee			
1.1 Water Main Relocation	4 months	\$37,500	\$1,000
1.2 Agency Coordination	4 months	As-requested	TBD
1.3 Construction Administration	TBD	As-requested	TBD
Total Additional Fee Estimate	4 months	\$37,500	\$1,000

**Duration is defined as elapsed time from initiation of phase or scope of work upon our receipt of your written authorization to proceed.*

Acknowledgement:

The respective obligations of the parties are set forth in the Proposal, including any schedules or exhibits referred to therein, and in the ATTACHMENT I - STANDARD TERMS AND CONDITIONS which is attached to the Proposal and made a part thereof. If both the Client and Owner have signed this Acknowledgement, both shall be responsible jointly and severally to pay amounts invoiced and due to Sherwood Design Engineers.

Proposal: Letter dated _____ for the _____ Project.

Billing: Preferred Billing Method: US Mail Email Both

Billing contact name: _____

Billing contact email: _____

Special Instructions: _____

Client: Full Legal Name _____ Attention: _____ Address _____

Federal Tax ID _____

Owner Full Legal Name _____ Attention: _____ Address _____

Federal Tax ID _____

X Agreed Title Date

X Agreed Title Date

Sherwood Design Engineers:

This agreement is with only the following identified entity which is solely responsible to provide the Service:

- Sherwood Design Engineers – 58 Maiden Lane, 3rd Floor, San Francisco, CA 94118, USA
- Sherwood Design Engineers - 39th Floor, 10 East 40th Street, New York, NY 10016, USA
- Sherwood Design Engineers – 611 Kirby Drive, Houston, TX 77005, USA

X Agreed Title Date

S. Bry Sarté
Principal Engineer
California Certificate No. 60244
Renewal Date: 6/30/16

John Leys
Principal Engineer
California Certificate No. 72828
Renewal Date: 6/30/16