



## **Item No. 11 Town of Atherton**

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

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

**THROUGH: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR**

**FROM: MARY GRACE HOULIHAN, CITY ENGINEER**

**DATE: JULY 20, 2016**

**SUBJECT: AWARD OF CONTRACT FOR THE BELBROOK CULVERT  
REPAIR PROJECT, PROJECT NUMBER 56075**

#### **RECOMMENDATION**

1. Authorize the award the construction contract for Belbrook Culvert Repair Project, Project Number 56075 to the lowest responsive bidder for an amount not to exceed \$250,000 and authorize construction change orders for an amount not to exceed \$30,000; direct the City Attorney to prepare the contract; and authorize the City Manager to execute the contract on behalf of the Town.
2. Authorize the City Attorney to prepare a Right of Entry (ROE) for construction access and authorize the City Manager to execute the ROE on behalf of the Town.
3. Authorize the City Manager to execute an amendment to the consulting services agreement with Kimley Horn and Associates to provide construction support and environmental oversight during construction and for post construction reporting.

#### **BACKGROUND**

The Belbrook Culvert Repair project was identified in the 2015 Storm Drainage Master Plan Update as a critical project. The culvert bottom has rotted out and absent repair would result in failure of the Belbrook Road crossing of the Atherton Channel. The project was included in the FY 2015/16 Capital Improvement Program for design and permitting and has been identified in the FY 2016/17 Capital Improvement Program for construction. The project includes a repair of the culvert under Belbrook as well as bank and stream restoration work immediately upstream and downstream of the culvert. Permits for the work have been processed through Regional Water Quality Control Board, Army Corps of Engineers and California Fish and Wildlife. The location of the work within a waterway requires all work be completed by October 15, 2016.

## **ANALYSIS**

The project is currently advertised and noticed for bid. Bids will be open on August 2, 2016. In order to meet the construction restriction of completing the project by October 15, 2016 award of the contract must be made immediately and construction initiated in early September. Staff recommends that Council authorize the City Manager to award the bid to the lowest responsive bidder for an amount not to exceed \$250,000 and authorize staff to execute construction change orders as necessary for an amount not to exceed \$30,000. This is consistent with the Engineer's Estimate for the Project.

Staff has met with the owner of 2 Belbrook Road to discuss the construction of the project and they are amenable to the work and allowing access for construction. A Right of Entry is required to permit the access for construction and staff recommends Council authorize the City Manager to execute a right of entry with the owner of 2 Belbrook to permit construction access to the project. There are long-term maintenance easement issues that need to be resolved at the conclusion of the project that will be presented to the Council/Atherton Channel District in September. The property owner is working collaboratively with the Town to address these issues. In the interim, the right of entry provides the access necessary to complete the project.

Kimley Horn and Associates is the project engineer who prepared the construction documents and assisted staff with environmental permitting. Engineering and Environmental support services are required during construction and post construction per conditions of the environmental permits. Kimley Horn has provided a scope and proposal to perform this work for a time and materials amount not to exceed \$48,945 without prior approval. Staff recommends Council authorize the City Manager to execute an amendment to the consulting services agreement with Kimley Horn to perform these services.

## **COMMUNITY NOTIFICATION**

All residents of Belbrook Road and the fronting residents on Walsh Road are being notified in writing by staff of the upcoming work. The Contractor will post door hangers and construction signage as well to provide public notification. Information will also be posted on the City webpage. Staff will also notify emergency services of the project.

## **POLICY FOCUS**

The project is a critical storm drain project required to maintain access on Belbrook Road and unobstructed flow of storm waters in the Atherton Channel. Maintenance of storm drains to allow unobstructed flow of waters and roads to allow safe access residents and emergency services is critical to a safe community.

## **FISCAL IMPACT**

The project is included in the Capital Improvement program for FY 2016-17 and has a

budget of \$330,000 for FY 2016/17. The source of funds is Measure A.

### **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**

- Belbrook Plans and Specifications –Available on the Town's webpage under **Departments > Public Works > Bids**
- Kimley Horn Scope and Fee



July 6, 2016

Mr. David Huynh  
91 Ashfield Road  
Atherton, CA 94027

**Re: Amendment to Professional Services Agreement for Civil Services**

Dear Mr. Huynh,

Kimley-Horn and Associates, Inc. ("KHA" or "Consultant") is submitting this amendment request to our original agreement (the "Agreement"), dated February 26, 2015 with the Town of Atherton ("Client" or "Town") for Civil Engineering services involving the repair of the Belbrook culvert. The tasks presented below are provided at the request of the Town.

### **Scope of Services**

#### **TASK 1. CONSTRUCTION SUPPORT SERVICES**

KHA will assist the Town during construction, as requested. KHA will provide the following services:

Contractor Requests for Information: KHA will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Visits to Site and Observation of Construction: KHA will provide on-site construction observation visits during the construction phase. KHA will attend one kick off meeting with the Contractor and the Town staff to review the proposed work, regulatory requirements, foreseen project limitations, and construction schedule. During construction, KHA will also make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by KHA are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, and similar methods of general observation of the Work based on KHA's exercise of professional judgment. Based on information obtained during such visits and such observations, KHA will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and KHA will keep Client informed of the general progress of the Work.

The purpose of KHA's site visits will be to enable KHA to better carry out the duties and responsibilities specifically assigned in this Agreement to KHA, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. KHA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of

construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KHA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Record Drawings: KHA will review the record drawings prepared by the Contractor and make changes to the Final Civil Improvement Plans. KHA will prepare a record drawing plans set for submittal to the Town. This task does not include site visits to verify drawings provided by the Contractor.

This task assumes a maximum of 60 hours of engineering services will be required.

## **TASK 2. PRECONSTRUCTION SURVEYS**

This task includes pre-construction surveys and full-time special-status species monitoring as required in the project's California Department of Fish and Wildlife (CDFW) 1600 permit and the U.S. Fish & Wildlife Service (USFWS) programmatic biological opinion<sup>1</sup> for California red-legged frog (*Rana draytonii*), a federally threatened species. The scope also includes tasks and fees for long-term restoration monitoring and reporting.

### **Task 2.1: Pre-construction Surveys for San Francisco Dusky-footed woodrat, bats, and sensitive species including California red-legged frog and San Francisco Garter Snake**

- Per Condition 2.10 of the CDFW permit, a biological monitor shall conduct surveys for San Francisco Dusky-footed woodrats (SFDW) and their nests prior to project activities.
- Per Condition 2.12 of the CDFW permit, a biologist shall survey all trees within the Project site for roosting bats 48 hours prior to commencement of Project activities.
- Per Condition 2.13 of the CDFW permit, a CDFW-approved biologist shall conduct pre-construction nesting bird surveys prior to construction as described in the condition.
- Per conditions 2.27 and 2.19 of the CDFW permit, a focused survey for Western pond turtle (WPT) and California red-legged frog (CRLF) respectively shall be conducted prior to construction.

WRECO will conduct one daytime survey for the species listed above and one night-time survey for CRLF and bats. We will submit the survey results to the CDFW prior to the commencement of the Project activities as required in the permit conditions.

*Deliverables: SFDW, WPTS, CRLF, and Bat Survey Results (PDF)*

### **Task 2.2: Education Session**

Per Condition 2.9 of the CDFW permit and Condition 8 of the USFWS Biological Opinion, the Project biologist shall provide a pre-construction education session for all Project related personnel regarding special-status species that could occur within the Project area.

WRECO will conduct a pre-construction education session discussing special-status species that may occur in the Project area. The session will be delivered during initial monitoring for special-status species. Only hours for developing the training materials are included in our cost estimate.

*Deliverables: Special-Status Species Training Materials (12 hard copies [one for each construction worker])*

### **Task 2.3: Daily Biological Monitoring**

Per conditions 2.22, 2.23, and 2.37 of the CDFW permit, a biologist is required to conduct daily inspections of the wildlife exclusion fence (WEF) erected around the work area for proper functionality; the area within the WEF for wildlife that may be trapped inside; and to check for stranded aquatic species during dewatering. Per condition 2.31 of the CDFW permit, if any special-status wildlife species are present within the Project area, then the biologist must remain at the site during Project activities. *Assumption: Condition 5 of the USFWS Biological Opinion states the following: A service-approved biologist(s) will be on site during all activities that may result in take of the California red-legged frog.*

WRECO assumes that the USFWS will require daily biological monitoring during the Project construction, and we have included costs associated with full-time daily monitoring for a period of 20 days. If daily monitoring is not required, WRECO will bill for hours worked (including drive time).

Condition 2.38 of the CDFW permit requires baseline turbidity monitoring and then daily turbidity monitoring every 2 hours during construction. WRECO's biologist will monitor the turbidity and prepare the turbidity monitoring data log in compliance with the CDFW permit condition. We will submit a copy of the turbidity monitoring data log to the CDFW within two weeks of Project completion as required in Condition 2.60. Turbidity monitoring would be included in the costs for daily monitoring; therefore, there would be no charge for this service.

*Deliverables: Biological Monitoring Report Results (PDF); Photocopies of Turbidity Log (PDF)*

## **TASK 3. OPTIONAL TASKS**

### **Task 3.1: Annual Restoration Monitoring and Reporting**

Condition 2.57 of the CDFW permit requires that all plants and tree replacement plantings be monitored and maintained until all shrub planting have a minimum of 80% survival and that all tree plantings have a 100% survival at the end of six years. The condition also requires that non-native species cover shall not be greater than 5% at the end of six years.

#### **Assumptions:**

The San Francisco Bay Regional Water Quality Control Board typically requires 10 years of monitoring with annual monitoring occurring for the first five years and then monitoring and reporting every other year for the duration. WRECO's fee for the Project is based upon this assumption. WRECO will

conduct annual vegetation monitoring utilizing methods to measure the success criteria detailed in the resource agency permits.

*Deliverables: Annual Restoration Monitoring Reports (PDF and 3 hard copies)*

**Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement but may be provided for an additional fee:

- Hydrology Study
- Geotechnical Evaluations

**Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates upon written notification by the Owner.

**Schedule**

We will provide our services as expeditiously as practicable. Some Tasks may be able to run concurrently. Delays due to third party actions are excluded from the approximate deliverable schedule.

**Fee and Expenses**

KHA will perform the services in Tasks 1 through 2 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Town. Any subcontractor costs incurred for services beyond those in Tasks 1 through 2 will be at KHA cost plus a 15% mark-up for review and coordination. Optional tasks are provided should the Town and/or resource agencies request such services be provided.

**Tasks**

Task 1	Construction Support Services	\$12,480.00
Task 2	Preconstruction Surveys	
	Task 2.1: Species Surveys	\$4,710.00
	Task 2.2: Education Session	\$1,810.00
	Task 2.3: Daily Biological Monitoring	<u>\$24,150.00</u>
	<i>Task 1 &amp; 2 Subtotal</i>	<i>\$43,150.00</i>
Task 3	Optional Tasks	
	Task 3.1: Annual Restoration Monitoring & Reporting	\$5,595.00*

	<i>Optional Task 3 Subtotal</i>	<i>\$5,595.00</i>
KHA Reimbursable Allowance		\$200.00
<b>Total Budget</b>		<b>\$43,350.00</b>
<b>Total Budget with Optional Task</b>		<b>\$48,945.00</b>

**\*Fee reflects the cost for one annual report. The task will be performed for 10 years. For each subsequent year, a 3% escalation will be applied.**

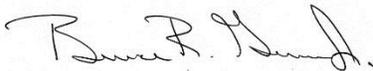
Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Reimbursables include reproductions, travel, courier services, etc. Payment will be due within 25 days of your invoice receipt.

### Closure

We will commence services only after we have received a fully-executed agreement. Fees and times stated in this proposal are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Respectfully,  
**KIMLEY-HORN AND ASSOCIATES, INC.**



Bruce R. Grove Jr.  
Project Director / Environmental Services