



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 5.f

Meeting Date: November 15, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

TOPIC: SOUTHERN HEIGHTS BRIDGE REPLACEMENT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH SUBSTRATE, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES, IN AN ADDITIONAL CONTRACT AMOUNT NOT TO EXCEED \$59,000.

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a second amendment to the agreement with Substrate, Inc. for additional construction management, inspection, and materials testing services in an amount not to exceed \$59,000, increasing the total not-to-exceed amount under the agreement to \$549,885.

BACKGROUND: Caltrans routinely inspects bridges across the state to ensure the public's safety. Through this process, the Southern Heights Bridge was identified as needing reconstruction to meet current design, structural, and safety standards. In August 2020, the City retained Substrate, Inc. to help facilitate the construction of this project by providing construction management, inspection, and materials testing services. In October 2020, the City awarded the construction contract to Disney Construction, Inc. On December 14th, 2020, Disney Construction, Inc. began construction with an initial estimated completion in September 2021. In September 2021, Council approved a first amendment to the Substrate, Inc. agreement to account for an additional 25 working days for delays related to rain/COVID-19 and change order work.

ANALYSIS: As of October 2021, the project completion date has been shifted back an additional 21 working days to account for delays related to rain (5 days) and added change order work (16 days). These added working days have moved the estimated completion date to December 3rd, 2021, thus necessitating this second amendment to the original agreement with Substrate, Inc. to ensure that they are able to continue providing construction management and inspection services for this project.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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FISCAL IMPACT: The proposed second amendment will increase the professional services agreement by \$59,000, for a total not-to-exceed amount of \$549,885. \$59,000 will be appropriated in the Capital Project Fund 401. City staff will seek reimbursement of these expenses through the Caltrans Highway Bridge Program grant.

OPTIONS: The City Council has the following options to consider relating to this matter:

1. Adopt the resolution as presented.
2. Do not adopt the resolution and provide further direction to staff.

RECOMMENDED ACTION: Adopt a resolution approving and authorizing the City Manager to execute a second amendment to the agreement with Substrate, Inc. for additional construction management, inspection, and materials testing services in an amount not to exceed \$59,000.

ATTACHMENT:

1. Resolution
2. Second Amendment to the Professional Services Agreement with Substrate, Inc. for Professional Services for the Southern Heights Bridge Replacement Project, and corresponding Exhibit A (revised scope of work)

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH SUBSTRATE, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES, IN AN ADDITIONAL CONTRACT AMOUNT NOT TO EXCEED \$59,000

WHEREAS, pursuant to City Council Resolution No. 14846, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated September 17, 2020 for construction management, inspection, and materials testing services associated with the **CITY'S** Southern Heights Bridge Replacement project, for an amount not to exceed \$425,000 (the "Agreement"); and

WHEREAS, pursuant to City Council Resolution No. 14971, the **CITY** and **CONSULTANT** entered into a First Amendment to the Professional Services Agreement dated September 20, 2021 to provide additional construction management, inspection, and materials testing services for an amount not to exceed of \$65,885 and increasing the total not to exceed under the Agreement to \$490,885; and

WHEREAS, the **CITY** requires additional construction management, inspection, and materials testing services from the **CONSULTANT** to cover the 21 working days that have been added due to change orders and rain delays, and the **CONSULTANT** is willing to provide such services; and

WHEREAS, staff received a proposal from Substrate, Inc. for the additional required services in a total amount not to exceed \$59,000 for the second amendment and staff has reviewed the proposal and found it complete and within industry standards; and

WHEREAS, \$59,000 will be appropriated in Capital Project Fund 401 pending reimbursement from the Caltrans Highway Bridge Program grant;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES

as follows:

1. The Council hereby approves and authorizes the City Manager to execute a second amendment to the Agreement with Substrate, Inc. for additional construction management, inspection, and materials testing services in connection with the Southern Heights Bridge Replacement Project, in the amount of \$59,000 and a revised total contract value not to exceed \$549,885 in the form included with the staff report supporting this resolution, subject to final approval as to form by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 15th day of November 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
SUBSTRATE, INC. FOR PROFESSIONAL SERVICES FOR THE
SOUTHERN HEIGHTS BRIDGE REPLACEMENT PROJECT**

THIS SECOND AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **SUBSTRATE, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2021.

RECITALS

WHEREAS, pursuant to City Council Resolution No. 14846, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated September 17, 2020 for construction management, inspection, and materials testing services associated with the **CITY’S** Southern Heights Bridge Replacement project, for an amount not to exceed \$425,000 (the “Agreement”); and

WHEREAS, pursuant to City Council Resolution No. 14971, the **CITY** and **CONSULTANT** entered into a First Amendment to the Professional Services Agreement dated September 20, 2021 to provide additional construction management, inspection, and materials testing services for an amount not to exceed of \$65,885 and increasing the total not to exceed under the Agreement to \$490,885; and

WHEREAS, the **CITY** requires additional construction management, inspection, and materials testing services from the **CONSULTANT** to cover the 21 working days that have been added due to change orders and rain delays, and the **CONSULTANT** is willing to provide such services. These additional services will result in a Second Amendment for an amount not to exceed of \$59,000 and increases the total not to exceed under the Agreement to \$549,885.

AMENDMENT TO AGREEMENT

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

1. Article III of the Agreement, entitled “STATEMENT OF WORK” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal entitled “Revised Scope of Services” dated October 28, 2021,

attached to this Second Amendment as Exhibit "A" and incorporated herein by reference.

2. Article V of the Agreement, entitled "ALLOWABLE COSTS AND PAYMENTS" is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit "A" to this Second Amendment, on a time and materials basis in accordance with the "Revised Cost Proposal Summary & Schedule" included in Exhibit "A", in a not-to-exceed amount of \$59,000, and to change the total not-to-exceed amount under the Agreement to \$549,885.
3. Except as specifically amended herein, all the other provisions, terms, and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

JIM SCHUTZ, City Manager

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM


ROBERT F. EPSTEIN, City Attorney

CONSULTANT: SUBSTRATE, INC.

By: _____


Name: _____
Sundeep Jhutti

Title: _____
President

and
By: _____


Name: _____
Sundeep Jhutti

Title: _____
President



Substrate, Inc

Mr. Theo Sanchez
Project Manager
San Rafael - Department of Public Works
1400 Fifth Avenue, CA 94901

October 28, 2021

Subject: Request for 2nd Contract Amendment to Cost Proposal to Provide Construction Management Services for the Southern Heights Bridge Replacement Project – City Project Number – 11282 Fed BRLO-5043 (038)

Dear Mr. Sanchez:

Substrate, Inc has been committed to ensure Disney Construction finishes this project, without sacrificing quality and, it on its way for a completion in the Fall of 2021 – with an estimated substantial completion date of December 3rd, 2021 and full project completion by November 30, 2021.

This 2nd Amendment is required due to a number of factors:

- The MMWD Southern Heights Bridge Waterline project, which was slated to start on October 31, 2021 was moved up to an October 18th start, which impacted the efficiency of Disney Construction.
- The MMWD Waterline Project was supposed to last 2 weeks (From Oct 18, 2021 to Oct 29, 2021), but is expected to take 3 weeks now and will completed on November 5th, 2021, as result of a delayed start because of large rain event which started on October 20th – October 25th. **(5 WD of time impact).**
- There also several days added to the contract for Change Orders, that include 6 working days for a new Timber Fence/Railing from Meyer Rd to the bridge, New AC Dike and Drainage Modifications; 2 working days for the timber cladding on the bridge railing, 2 working days for the Timber Access Deck at 122 SH, 2 working days for the fence at 126 SH, a 2 working day delay for Steel backed Timber Barrier and a 2 working days delay on the Drainage Structure/Waterline conflict. **(This adds up to 16 WD impact).**
- **Given the nature of the changes and details, the punchlist period for the completion of the project is anticipated to take 2 weeks and project closeout will take an additional 2 weeks.**

These needs exceed our current budget to successfully complete the inspection work, the punchlist items, final progress payments, project filing and closeout, additional federal forms to be filled out, preparation for post construction audit, and post-construction audit paperwork. **This figure includes all work to be performed till project closeout and all remaining inspection work assuming that Disney obtains a substantial completion date of December 3rd, 2021 and a full project completion by December 17th, 2021 and no additional amendments are expected that this time.**

Therefore, we have submitted our revised Cost Proposal at “**Specific Rates of Compensation**”, which indicates an amendment amount of **Not to Exceed \$59,000**. This cost proposal is valid till December 31, 2021. Thanks,

Sincerely,

A handwritten signature in blue ink that reads "Sandeep J. Smith".

Substrate, Inc, President
415-246-4920
sunny@substrateinc.com



Revised Scope of Services

We at Substrate, Inc have found that the successful delivery of a project, begins by providing expert staff support in all three phases of the construction project delivery:

- **Phase 1 – Pre-Construction Services**
- **Phase 2 – Construction Services**
- **Phase 3 - Post-Construction Services**

In each phase, the project will be administered in accordance with Federal and State Procedures, specifically, the Caltrans Local Assistance Program Manual, the Caltrans Construction Manual, and the Caltrans Standard Plans and Specifications. A thorough understanding of Local, State and Federal procedures is a must for any local agency project and this project is no different.

Keep in mind that Substrate, is extremely familiar with Oversight projects and will assist the City in managing the contract in accordance with City Specifications, Caltrans Specifications, and/or Local Assistance Procedures Manual. It is imperative that the construction management firm administer the contract in accordance with Federal and State Procedures, specifically, the Caltrans Local Assistance Procedures Manual, and Caltrans Construction Manual when there are federal funds involved.

The Caltrans Local Assistance Procedures Manual has been prepared to aid California local agencies scope, organize, design, construct and maintain their public transportation facilities when they seek Federal Highway Administration (FHWA) funded federal-aid or state funding. The manual describes the processes, procedures, documents, authorizations, approvals and certifications, which are required in order to receive federal-aid and/or state funds for many types of local transportation projects.

Since almost all of our projects and clients are local agencies, Substrate staff has significant experience with State and Federal Procedures; we manage each phase of our projects (pre- construction, construction and post construction) in accordance with Federal and State Procedures, specifically, the Caltrans Local Assistance Procedures Manual, and Caltrans Construction Manual. We are especially familiar with Chapter 15, Advertise and Award Project, which covers the topics beginning with project supervision, contract time, subcontractors, Engineer's daily reports, projects files, construction records and procedures, safety provisions, labor compliance, equal opportunity employment, disadvantaged business enterprise, contract change orders, material sampling and testing, and traffic safety in the highway and street zones. We also use the guidelines set forth in Chapter 17, Project Completion, to ensure a seamless project closeout.

Revised Scope of Services

We have revised our Scope of Service to match current needs:

Phase 1 – Preconstruction Management Services

Substrate will provide the following services including, but not limited to:

- Coordinate, conduct, and attend the Pre-Construction Conference.
- Review the Contractor's Submittals.
- Set up and conduct a meeting with the Engineer of Record to discuss ideas to expedite work.
- Develop list of anticipated Contractor submittals with milestones by which the submittal will be made and the timeframe allowed for review.
- Take Pre-Construction Photographs and documentation of Pre-Construction Conditions.

Phase 2 – Construction Management Services

Working under the direction of the City, our staff will provide the following tasks for your project(s):



- Assist in administration of Contract Documents;
- Conduct quality assurance inspection in accordance with Contract Documents and in accordance with the Caltrans Construction Manual.
- Provide materials testing and testing frequencies in accordance with the Caltrans Construction Manual;
- Monitor Project safety;
- Coordinate and manage the Project public outreach program;
- Provide communication and coordination between City, Contractor, Caltrans, regulatory permitting agencies, and utility companies;
- Coordinate with City design engineer to review Contractor submittals;
- Provide documentation and reporting in accordance with the Caltrans Local Assistance Procedures Manual;
- Maintain a daily inspector's report that records the hours worked by laborers and equipment. The report will include a narrative description of the Contractor's operation and location of work and any other pertinent information. Daily report forms will be in compliance with the Caltrans Construction Manual;
- Enforce labor compliance by preparing daily reports with required information, monitoring certified payrolls and doing spot check labor surveys and interviews;
- Review Project environmental documentation and compliance of Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Caltrans Construction Manual. Coordinate routine inspections with City staff as needed;
- Coordinate source inspection as required;
- Provide review and inspection of Contractor's work for compliance with Contract Documents on a daily basis;
- Monitor and document corrective actions taken by the Contractor needed for work deemed non-compliant with the Contract Documents;
- Review Contractor's compliance with all regulatory permits and mitigation measures;
- Review Contractor's compliance with workplace safety and health standards and notification of non-compliance
- Review Contractor's survey layouts;
- Coordinate and monitor Contractor's detours, lane closures, and staging plans;
- Review and manage Contractor change orders;
- Review and manage insurance claims;
- Provide review and analysis of Contractor's construction Project management schedule; and
- Process monthly quantity verifications and Contractor pay estimates.
- Maintain Project records in accordance with Caltrans Construction Manual and Local Assistance Procedures Manual.
- **Additional Inspection Services required for 16 WD time extension, 5 WD time impact by MMWD, and Punchlist Activities assuming Substantial Completion date of December 3, 2021, and two-week punchlist. Full Project Completion Anticipated to be December 17th, 2021.**
- **Project Closeout anticipated to be 2 weeks to complete. (see Post-Construction Services below).**

Phase 3 – Post - Construction Management Services

Substrate, Inc will provide the following services to the City:

- Coordinate and prepare final inspection and punch-list. Monitor and verify completion of punch list items;
- Prepare Red-Line As-builts;
- Prepare final reporting in accordance with the Caltrans Local Assistance Procedure Manual and City requirements.



Substrate, Inc

- Provide Project files to the City.
- Prepare and make recommendations for final progress payment and acceptance;
- Finish Post-Construction Checklist for Caltrans.
- Complete all audit paperwork for upcoming Federal Audit.
- Attend post-construction Audit with Caltrans.
- Complete all CM related federal forms and completion records per LAPM Chapter 17.
- Package all Deliverables

SOUTHERN HEIGHTS BOULEVARD BRIDGE REPLACEMENT PROJECT - CITY OF SAN RAFAEL

2nd REVISED COST PROPOSAL SUMMARY & SCHEDULE

Name	Company	Classification	Cons Services		Subtotal Labor Hrs 2021	Bill Rates 2020/2021		Total
			Nov-21	Dec-21				
Sunny Jhutti, PE, SE	Substrate, Inc	RE/Structure Rep	40	90	130	\$ 176.83	\$	22,987.90
Edwin Eckberg	Substrate, Inc	Full Time Inspector	160	80	240	\$ 150.15	\$	36,036.00
						Subtotal	\$	59,023.90
Assumptions: Known 18 WD added to contract. Anticipated Contract Substantial Completion Date of December 3rd						NTE (Labor + ODC)	\$	59,000.00
Two weeks of project punchlist from December 6-17th. Punchlist Inspection and File Completion								
						Total Plus 2nd Amendment	\$	549,885.00

Date: 10/28/2021