



City of Palo Alto

City Council Staff Report

(ID # 5936)

Report Type: Consent Calendar

Meeting Date: 8/17/2015

Summary Title: CDM Contract Amendment for El Camino Park Restoration

Title: Approval of Amendment Number 4 to Contract Number C10131396 with CDM Smith in the Amount of \$14,500 for a Total Compensation Not to Exceed \$6,363,152 for the El Camino Park Reservoir Project, WS-08002 and the El Camino Park Restoration Project, PE-13016

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute Contract Amendment No. 4 (Attachment A) to add \$14,500 to Contract C10131396 with Camp Dresser McKee Smith (CDM Smith) for a total contract amount not to exceed \$6,363,152, for the combined El Camino Park Emergency Water Reservoir and El Camino Park Restoration projects.

Background

The El Camino Park Emergency Water Reservoir Project was completed in January 2014, and construction of the El Camino Park Restoration Project began in January 2015. A description of the design process and features of the restored El Camino Park is available in (Staff Report #[4578](#)).

The initial El Camino Park design contract included \$397,000 for pre-design, design, construction administration and additional services for the restoration phase. Amendment No. 3 (ID# 4578) in the amount of \$47,850 was negotiated to fund the additional design of the field lighting and environmental infill for the artificial turf; public outreach; and construction administration for the field lighting.

Discussion

CDM Smith exhausted the construction administration funds to analyze and address field changes and provide assistance during construction. Staff asked the consultant to perform additional tasks, beyond the original scope, and together negotiated the scope and terms of Amendment No. 4. Under the terms of the amendment, the consultant will perform the following tasks:

- Coordinate with inspectors, the construction manager and contractor to implement the project
- Attend six weekly field meetings
- Review submittals of upgraded artificial turf, pad and infill products

The increased contract amount of \$14,500 included in Amendment No. 4 will provide for the remaining services necessary to complete the project this fall as scheduled.

Resource Impact

Funds for this contract amendment are available in PE-13016, El Camino Park Restoration.

Environmental Review

The construction administration services to be provided are exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15303 of the CEQA Guidelines, and no further environmental review is necessary.

Attachments:

- A - Amendment 4 (PDF)

**AMENDMENT NO. 4 TO CONTRACT NO. C10131396
BETWEEN THE CITY OF PALO ALTO AND
CDM SMITH INC.**

This Amendment No. 4 to Contract No. C10131396 (“Contract”) is entered into on August 17, 2015 by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and CDM Smith Inc., a Massachusetts corporation, located at 100 Pringle Ave., Suite 300, Walnut Creek, CA 94596 (“CONSULTANT”).

RECITALS

A. The Contract was entered into between the parties for the provision of consulting design services for the El Camino Park Restoration Project (“Project”).

B. The parties wish to amend the Contract to increase the scope of services to include additional engineering and landscape architecture ES&DC services associated with the construction of the Phase 2 design for El Camino Park Restoration Project and increase compensation by \$14,500.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 1, **SCOPE OF SERVICES** is hereby amended to read as follows:

CONSULTANT shall perform the services described in Exhibit “A” as revised in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of the CITY.

SECTION 2. Section 4, **NOT TO EXCEED COMPENSATION** is hereby amended to read as follows:

The compensation to be paid to CONSULTANT for performance of the Services described in Exhibits “A”, including both payment for professional services and reimbursable expenses, shall not exceed six million three hundred sixty three thousand one hundred fifty two dollars (\$6,363,152). The applicable rates and schedule of payments are set out in Exhibit “A” and “C”, as revised, which are attached to and made part of this Agreement.

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit “A” entitled “SCOPE OF SERVICES AND COMPENSATION”.
- b. Exhibit “C” entitled “COMPENSATION”.

SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

CITY OF PALO ALTO

CDM SMITH, INC.

City Manager

DocuSigned by:
Arvind Akela
By: _____
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APPROVED AS TO FORM:

Name: Arvind Akela

Senior Asst. City Attorney

Title: Cient Service Leader

Attachments:

EXHIBIT "A": SCOPE OF SERVICES AND COMPENSATION

EXHIBIT "C": COMPENSATION

EXHIBIT A

Scope of Services for the El Camino Park Restoration Project City of Palo Alto CDM Smith Amendment No. 4

This revised scope of services amends Exhibit "A" entitled "SCOPE OF SERVICES" in Contract No. C10131396 dated September 10, 2012. The following addition to the scope of services is necessary to address changes to the project since construction began on the project in February 2015.

BACKGROUND

The CDM Smith/Siegfried design team has met its current contract requirement for providing Engineering Services During Construction (ESDC) to the City and its Construction Manager for the El Camino Park Restoration Project (a.k.a Phase 2 Project). These efforts have exhausted the team's currently approved ESDC task budget and also brought the team to the approved upper limit of the Phase 2 contract.

The purpose of this amendment is to provide additional engineering and landscape architecture ESDC services associated with the construction of the Phase 2 design for the El Camino Park Restoration Project.

The additional service will include the following work:

- Select Field Visits to Verify Proper Installation.
- Attend six (6) weekly field meetings
- Submittal Review of the Turf, Pad, and Infill Components.

4.1 Engineering Services During Construction – Additional Meetings and Field Visits

Approach:

CONSULTANT shall participate in additional project meetings and make additional field visits to the El Camino Park Restoration Project in order to verify proper installation of the synthetic field components.

- CONSULTANT shall provide one field visit for each of the following construction activities:
 - a. Rock and fabric installation,
 - b. Testing of rock for compaction and infiltration,
 - c. Synthetic Turf installation,
 - d. Infill installation,
 - e. Testing of irrigation coverage,
 - f. Completion of plant installation.

Each field visit is assumed to be no longer than 4 hours in length. The date of the field visits shall be as identified and coordinated by the City's Construction Manager. CONSULTANT shall be given at least 5 working days notification prior to the requested date of the field visit.

- CONSULTANT shall attend six (6) weekly field meetings to complete intermittent technical review, specialty inspection, understand the progress of the construction, view architectural finishes, and to coordinate work with the Construction Manager.
- CONSULTANT shall provide four (4) staff for a punch list walk through. The date of the punch list walk through shall be as coordinated and approved by the City's Project Manager. CONSULTANT shall be given at least 5 working days notification prior to the requested date of the punch list walk through.

Deliverables:

One copy of the CONSULTANT's finalized punch list shall be emailed in pdf format to the City's Project Manager and Construction Manager.

4.2 Engineering Services During Construction – Additional Submittal Review

Approach:

The purpose of this subtask is to provide the review of shop drawings, product data, and samples submitted by the Contractor to the City.

- CONSULTANT shall review submittals related to the turf, pad, and infill elements during construction.
- CONSULTANT shall provide up to a total of 2 submittal reviews in association with the aforementioned elements during construction.
- CONSULTANT shall write a summary memorandum of comments rather than annotate all copies of the submittal wherever possible.
- CONSULTANT shall not be required to track submittal review labor hours or costs for individual submittals.
- The Construction Manager shall review schedule, progress payment, and contractual issue submittals from the general contractor. The general contractor shall not be allowed to submit multiple submittals for the same basic topic that unnecessarily increase the number of submittals.
- Responses shall be emailed to the Construction Manager.

Deliverables:

One copy of review comments shall be provided for each submittal. These shall be emailed to the Construction Manager.

COMPENSATION

Compensation for the additional services shall be on a time and materials basis according to CONSULTANT's Billing Rate Schedule (Exhibit C) attached to Amendment No. 4 to the Agreement. The total cost for the services described herein is summarized below and includes all related travel costs, reimbursables, and contract management fees.

<i>Tasks</i>	<i>Quantity</i>	<i>Amount</i>
4-Hr Field Visits	10 person visits	\$8,200
Attend six weekly field meetings	6 person visits	\$5,000
Submittal Reviews	2 reviews	\$1,300
	Total:	\$14,500

ATTACHMENT C COMPENSATION

The City agrees to compensate the Consultant for progress in the performance of professional services in accordance with the terms and conditions of this Agreement as modified by this Amendment No. 4.

For subconsultant, electronic document services, and photographic documentation services, the City agrees to make payment to the Consultant for services performed in accordance with the terms and conditions of this Agreement as modified by this Amendment, and as set forth in the budget schedule below. Payment shall be calculated based on the actual cost of the subconsultant, plus a fee of 10%, up to the not to exceed budget amount for each task set forth below.

The amounts to be paid to Consultant under the Contract and all Change Orders and Amendments thereto, including but not limited to this Amendment, for all services and reimbursable expenses shall not exceed six million three hundred sixty three thousand one hundred fifty two dollars (\$6,363,152).

The total cost for the services for Amendment No. 4 is summarized below.

Amendment No. 4 Costs Breakdown

<i>Tasks</i>	<i>Amount</i>
4-Hr Field Visits (10 person visits)	\$8,200
Attend six weekly field meetings (6 person visits)	\$5,000
Submittal reviews (2)	\$1,300
TOTAL	\$14,500

Revised Total Contract Amount

<i>Tasks</i>	<i>Amount</i>
Original Contract Total w/ Contingency (CMR:424:09)	\$3,828,680
Amendment One (Staff Report ID #2979)	\$1,299,122
Amendment Two (Staff Report ID #3815)	\$1,173,000
Amendment Three (Staff Report ID #4578)	\$47,850
Amendment Four (Staff Report ID #5936)	\$14,500
TOTAL	\$6,363,152