

# City of Brisbane

## Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Public Works/City Engineer via City Manager

SUBJECT: Construction Management for Brisbane Marina Dredging Project

DATE: March 5, 2015

**City Council Goals:** To maintain and improve infrastructure. (#3)

**Purpose:**

To obtain Council's approval for a proposal to provide bid support and construction management during the upcoming dredging project.

**Recommendation:**

Approve the First Amendment to Agreement for Professional Services with Anchor QEA, LLC.

**Background:**

The City Council began an earnest discussion of the need to dredge the marina in summer 2013. The results of a subsequent bathymetric survey confirmed that initiating the lengthy process to complete maintenance dredging was indeed necessary. At its 9/2/14 meeting, the Council approved a Professional Services Agreement with Anchor QEA to complete the permitting and design work for dredging.

The design and permitting phase is now nearly complete. The Sediment Analysis Plan prepared for the permit indicates that all material is suitable for in-bay disposal (this disposal location is the cost basis for the construction estimate provided with the dredging contract plans & specifications staff report). The final permits are expected to be in hand well before the June 1, 2015 start date, and Anchor's current contract will end once the plans and specifications are released for bidding.

**Discussion:**

Dredging is a very small specialized field of work. Experience both with the multitude of permit requirements and reports required by the Dredging Material Management Office, and also with local dredging contractors, is essential to a smooth contract free from unwarranted change orders and claims.

The city's last experience with dredging was over 15 years ago, during which time an outside construction management firm was engaged. Considering the lack of city staff experience managing dredging projects, and the significant experience Anchor QEA has managing same, approval of the proposed First Amendment is strongly recommended.

**Fiscal Impact:**


The proposed not to exceed compensation for this work is \$384,800.

The source of revenue for this project will be bonds that are to be issued in the near future, so that funds are available for a June 1, 2015 start of construction.

**Measure of Success:** A dredging contract completed pursuant to permitting requirements and to the plans and specifications, and which does not result in unwarranted claims and/or change orders.

**Attachments:** First Amendment to Agreement for Professional Services with Anchor QEA

  
\_\_\_\_\_  
Director of Public Works/City Engineer

  
\_\_\_\_\_  
City Manager

## FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT to an Agreement for Professional Services is made \_\_\_\_\_, 2015 between the City of Brisbane ("City) and Anchor QEA LLC ("Consultant).

### Recitals

- A. City and Consultant entered into an Agreement for Professional Services on September 2, 2014 ("the Agreement") by which Consultant agreed to provide to City certain professional permitting and design services for maintenance dredging of the Brisbane Marina for compensation not to exceed \$170,200.
- B. City and Consultant now wish to expand the scope of services to include bid support and construction management during the maintenance dredging program.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, City and Consultant amend the Agreement as follows:

- 1. The Scope of Services identified in Exhibit A to the Agreement is revised and expanded to include the scope of services set forth in Consultant's proposal to the City dated February 5, 2015 and attached as Exhibit A-1.
- 2. For the services provided in Exhibit A-1, City shall pay Consultant compensation not to exceed \$384,800 as also set forth in Exhibit A-1 (Cost Proposal).
- 3. In all other respects, the terms and conditions of the Agreement are to continue in full force and effect.

CITY OF BRISBANE

Terry O'Connell, Mayor

Attest:

ANCHOR QEA LLC

Sheri Marie Spediacci, City Clerk

Joshua Burnham, Senior Partner

Approved as to form:



Michael H. Roush, City Attorney

**Exhibit A-1**

Attach Anchor QEA February 5, 2015 Construction Management Scope of Work and Cost Proposal here.



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130 Battery Street, Suite 400  
San Francisco, California 94111  
Phone 415.230.0862

February 5, 2015

Mr. Randy Breault  
City of Brisbane  
50 Park Place  
Brisbane, California 94005-1310

Re: Continuing Scope of Work and Cost Proposal to Provide Bid Support and  
Construction Management During Dredging at the Brisbane Marina

Dear Mr. Breault:

Anchor QEA, LLC, is pleased to submit this continuing scope of work and cost proposal to provide bid support and construction management during the City of Brisbane's (City's) upcoming maintenance dredging program. We are very pleased with the progress made to date on obtaining necessary dredging approvals, conducting the required sediment sampling and analysis program, and preparing a set of plans and specifications for a public bid process during the Spring of 2015. Our goal remains a dredging start date of June 1, 2015, assuming that the competitive bid and contracting process proceeds normally.

The following scope of work outlines the tasks needed to continue this process through the bid/contracting procedure, pre-dredge requirements, and management and oversight of the dredging contractor.

## **PROPOSED SCOPE OF WORK**

### **Task 1: Bid Support**

Anchor QEA will support the City with management of a competitive bid process. This process includes assistance with transmitting the bid request to invited contractors, managing a site visit and pre-bid meeting for prospective bidders, responding to questions from bidders, preparation of addendum/addenda (if needed), reviewing and evaluating the

bids, and making our informed recommendation of the best qualified dredger for award by the City.

### **Task 2: Pre-Dredge Coordination – 2015 and 2016**

At the beginning of each dredging season, Anchor QEA will manage and oversee the dredger's mobilization to the site, review and comment on required pre-dredge submittals, and coordinate obtaining the Notice to Proceed with Dredging from the U.S. Army Corps of Engineers (USACE), on behalf of the City. This task primarily involves working with selected Contractor-provided information to develop the required Dredging Operations Plan on behalf of the City, and submitting it for review and approval by USACE. Other specific tasks include the following:

- Review and approval of the Contractor's official pre-dredge survey
- Review of pre-construction submittals, including the Dredging and Disposal Plan and Environmental Protection Plan
- Assisting the City with coordinating vessel movements and with public notices to affected tenants
- Acting as a liaison between the City and the Contractor during mobilization
- Monitoring Contractor compliance with requirements of the Plans, Specifications, and Permits

### **Task 3: Construction Oversight Support – Resident Inspection Services – 2015 and 2016**

Once dredging activities have started, Anchor QEA will act as the City's representative for daily inspection and oversight of the dredging contractor. This process includes the following efforts:

- Participate in a pre-construction meeting with the dredger to review construction requirements, expectations, lines of communication, construction logistics, permit compliance, and other issues relevant to the construction process.
  - Weekly Meetings: Plan and participate in weekly meetings to discuss project progress; review Contractor schedule/coordination needs; review any project issues; and create a resolution plan. Prepare and distribute weekly meeting minutes.
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- Observe the technical conduct of the Contractor's work for overall quality and compliance with design documents, approved submittals, and/or applicable technical standards.
- Review Contractor's dredging progress surveys, which will be required to be submitted on a regular basis during construction. Notify Contractor of survey irregularities or concerns.
- Provide day-to-day interpretation of contract requirements and respond to Contractor questions and formal Requests for Information (RFIs), including in-the-field resolution of minor issues.
- Utilize Contractor surveys to calculate dredge volumes. Perform, or arrange and oversee independent field measurements to determine constructed dimensions and extents, payable quantities, and conformance with project requirements.
- Field Changes: Facilitate minor field changes to circumvent change orders due to obstructions or other unanticipated conditions.
- Assist with change order development and negotiation should unanticipated conditions warrant an actual change order.
- Develop recommended progress payment quantities using progress surveys provided by the Contractor and other field observations.
- Calculate final payment quantities using post-dredge surveys, as outlined in the Plans and Specifications.
- Verify Contractor's compliance with permit conditions, including preparation of pre- and post-dredging reports required by the project permits and oversight of daily water quality monitoring (to be accomplished by the Contractor).
- Coordinate with the resource and regulatory agencies on behalf of the City, as requested.
- Assist the City with preparing ongoing updates of dredging status for tenants.

#### **Task 4: Post-Dredge Coordination – 2015 and 2016**

Following the conclusion of dredging in 2015 and 2016, Anchor QEA will assist the City with overseeing demobilization from the site by the Contractor, reviewing and approving completion of any noted deficiencies prior to final pay request approval. The primary task is developing and filing the required Dredging Operations Report with the USACE, on behalf of the City. Additional specific tasks include the following:

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- Review and approve the Contractor's final post-dredge survey and final payment request
- Assist the City with final fee payments (volume based) to the regulatory agencies, as required
- Assist the City with inspection the Contractor's demobilization and final cleanup of the work-site
- Act as a liaison between the City and the Contractor during de-mobilization
- Verify that all requirements of the Plans, Specifications, and Permits were met by the Contractor

### **KEY ASSUMPTIONS**

Anchor QEA cannot assume responsibility for proper construction techniques and job site safety; these are the responsibility of the Contractor. The presence of Anchor QEA personnel at the construction site is for the purpose of observation of the work to provide the City a greater degree of confidence that the work will conform to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved by the Contractor. Anchor QEA will endeavor to protect all parties against defects and deficiencies in the work of the Contractor(s), but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the work performed by the Contractor or their subcontractors.

### **PROPOSED STAFF**

Dr. Joshua Burnam will continue to be Anchor QEA's Principal-in-Charge and overall project manager. He will be supported by Katie Chamberlin, Managing Planner, who will be our local point of contact and agency liaison for regulatory agency permitting issues; Tom Wang, Principal Engineer, who will continue to provide Engineering Quality Assurance/Quality Control (QA/QC) assistance; Mike Roberts and/or Ed Berschinski, who will provide construction management QA/QC assistance; and our on-site resident inspector. Other Anchor QEA staff will provide oversight and guidance, as may be required.

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## **COST PROPOSAL**

In order to fulfill these necessary roles, we have predicted reasonable estimates of the Contractor's working time for the "resident inspector" phase of the project. These estimates are based on our professional judgment regarding the likely conduct of the dredging, equipment types, production rates, and our past experience with similar projects.

Based on our experience with similar projects, as well as our discussions and intended plans for vessel relocation and coordination, we estimate that dredging should take up to 190 total working days, or roughly 32 weeks, assuming that the Contractor works 6 days per week, with one 10-hour shift per day. During this time, our Resident Inspector will be on-site, directly overseeing work on behalf of the City. For purposes of developing this budget, we assumed an average of 6 hours per day Monday through Friday (as required), and 2 hours on Saturday. As noted, these hours are considered an average for purposes of developing a cost proposal, and as needs dictate, time may increase or decrease. Particularly, in the earlier stages of the dredging and/or during vessel relocations, time requirements may be greater; whereas during longer periods of sustained dredging and once the Contractor has established its effective work methods, inspection time requirements may diminish.

We have also included a lesser amount of time for oversight by our Principal in Charge, key-staff QA/QC members, and CAD and administrative support, as well as other direct costs associated with construction field work, including an allowance for other direct costs, uses of our Anchor QEA vehicle by our Resident Inspector, and the prevailing per-diem rate for meals and incidentals for our Resident Inspector at \$70 per day, on Mondays through Fridays only.

Please note that we assume that all survey costs will be incurred by the Contractor per the Specifications. Lastly, please note that until a Contractor is selected and develops their Dredging and Disposal Plan (including construction schedule), our actual inspection effort may vary from the attached estimate. We will make every effort to be efficient in using our budget, and will use only as many hours as required to complete the tasks at hand. Overall, our estimated inspection budget is close to 10% of our estimated complete project cost, which is a reasonable estimate for a dredging project.

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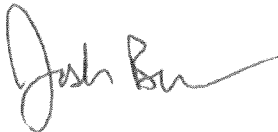
**Table 1**  
**Proposed Costs**

<b>Task</b>	<b>Description</b>	<b>Anchor QEA Costs</b>
1	Bid Support	\$9,200
2	Pre-dredge Coordination – 2015 and 2016	\$33,000
3	Construction Oversight Support – Resident Inspector Services – 2015 and 2016	\$312,000
4	Post-dredge Coordination – 2015 and 2016	\$30,600
<b>Total</b>		<b>\$384,800</b>

We have assumed that our 2015 rates (attached) will be used for this effort, and that this scope of will be assumed under the terms and conditions of our existing contract.

Please do not hesitate to contact me at [jburnam@anchorqea.com](mailto:jburnam@anchorqea.com), or at (415) 230-0862, if there are any questions or concerns with this proposal.

Sincerely,



Joshua Burnam, MPH, D.Env.  
Principal Environmental Planner  
Anchor QEA, LLC

ATTACHMENT A  
PROJECT BILLING RATES

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Anchor QEA, L.L.C.

**2015 BILLING RATES**

**Professional Level Hourly Rates**

Principal .....	\$230
Senior Manager .....	\$203
Manager.....	\$189
Senior Staff.....	\$168
Staff 3 .....	\$148
Staff 2 .....	\$133
Staff 1 .....	\$112
Senior CAD <sup>1</sup> Designer .....	\$117
CAD Designer .....	\$98
Technician .....	\$95
Technical Editor.....	\$98
Project Coordinator .....	\$94

**Special Hourly Rates**

National expert consultant.....	\$377
All work by a testifying expert.....	1.5 times professional level rate

**EXPENSE BILLING RATES**

**Expense Rates**

Computer Modeling (per hour) .....	\$10.00
Graphic Plots (varies with plot size) .....	\$3-6/sf
Mileage (per mile).....	Current Federal Standard

**FEE ON LABOR AND EXPENSE CHARGES**

Subcontracts/subconsultants .....	10%
Travel and other direct costs .....	10%
Field equipment & supplies.....	10%

This is a company confidential document.

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<sup>1</sup> CAD = Computer Aided Design