

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **FEBRUARY 26, 2008**

From: *JD* **JAMES DURFEE / JOEL SWIFT** *JS*

Subject: **AMENDMENT TO THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FOR THE DPW AT CABIN CREEK BUILDING PHASE, PROJECT NO. 4625C**

ACTION REQUESTED / RECOMMENDATION: Approve the attached Amendment No. 1 to Agreement No. 12271 with Harris & Associates, Inc. for construction management services at the DPW at Cabin Creek Building Phase, Project No. 4625C and authorize the Chairman to execute the Amendment increasing the contract by \$239,825, for a total contract cost not-to-exceed \$569,825.

BACKGROUND: On August 1, 2006, your Board approved a Consultant Services Agreement with Harris & Associates to perform construction management services associated with the construction of the Building Phase of the DPW Operations and Maintenance Facility at Cabin Creek. The scope of services include pre-construction coordination, review of submittals, quality assurance and contract compliance inspections, document management, payment and schedule review, and project closeout. The original Agreement was based on completed plans and specifications and provided for construction management services through October 2007. This Amendment is required to extend the construction management services Agreement for the period between November 2007 and construction closeout date of Spring 2008.

In order to provide ongoing professional construction management services for the Building Phase of the DPW Operations and Maintenance Facility at Cabin Creek, it is requested that your Board approve the attached Amendment No. 1 to the original Agreement with Harris & Associates.

ENVIRONMENTAL CLEARANCE: On December 5, 2002, the Zoning Administrator approved a Mitigated Negative Declaration for the projects planned on the ERL site. No additional environmental documentation is required.

FISCAL IMPACT: Amendment No. 1 will increase the existing contract amount of \$330,000 by \$239,825, for a total not to exceed cost of \$569,825. There are sufficient funds appropriated in the Capital Projects Fund project account.

ATTACHMENT: HARRIS & ASSOCIATES AMENDMENT

JD:MD:RC:RU:sr

CC: COUNTY EXECUTIVE OFFICE
PROCUREMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

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Administering Agency: Placer County Facility Services Department /
Capital Improvements Division

Contract No: 12271A

Project: DPW at Cabin Creek Building Phase

Contract Description: Construction Management Services

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into as of January 1, 2008, by and between the COUNTY OF PLACER, a political subdivision of the State of California ("COUNTY"), and Harris and Associates, Inc. (CONSULTANT), a California Corporation, who agree as follows:

WITNESSETH:

WHEREAS, on the 4th day of August, 2006, COUNTY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT agreed to provide construction management services (the "Agreement"); and

WHEREAS, since entering into the Agreement, COUNTY and CONSULTANT have agreed to an expanded scope of services; and

WHEREAS, COUNTY and CONSULTANT have agreed that CONSULTANT shall be entitled to additional compensation for the Additional Services to be provided to COUNTY by CONSULTANT as a result of the revised scope of improvements required for the project design.

NOW, THEREFORE, it is hereby agreed by the parties that the agreement shall be amended, as follows:

1. **Paragraph 1. Services:** The first sentence shall be deleted and replaced in its entirety with: "Subject to the terms and conditions set forth in the Agreement, Consultant shall provide the services described in Exhibit A and Exhibit A1- Amended Scope of Services in the manner therein specified.
2. **Paragraph 2. Payment:** The last sentence shall be deleted, and replaced in its entirety with: "The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **Five Hundred Sixty Nine Thousand Eight Hundred Twenty Five Dollars (\$569,825)** without prior written approval of the County".
3. **Exhibit A "Scope of Services":** PROJECT CONSTRUCTION MANAGEMENT SERVICES shall be appended with the Additional Services delineated in the attached Exhibit A1.

Ado

4. **Exhibit B "PAYMENT FOR SERVICES RENDERED"**: Exhibit B shall be replaced in its entirety with the attached Exhibit B-FIRST AMENDMENT.
5. **Exhibit B-1 "HOURLY RATE SCHEDULE & ADDITIONAL SERVICES"**: Exhibit B-1 shall be replaced in its entirety with the attached B-1-FIRST AMENDMENT.
6. All other terms and conditions in the Agreement shall remain unchanged and in full force and effect.

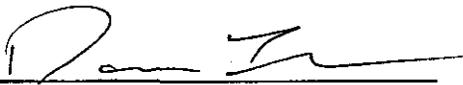
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

PLACER COUNTY

By: _____
Jim Holmes, Chairman
Placer County Board of Supervisors

Date: _____

HARRIS & ASSOCIATES, INC., CONSULTANT

By: 
Dana LeSher, Vice President

2/8/08
Date

By: 
Mario Maciel, Vice President

8 Feb 08
Date

Approved As to Form

By: _____
Placer County Counsel

Approved As To Funds

By: 
Placer County Auditor

**EXHIBIT A1
AMENDED SCOPE OF SERVICES**

Add the following items to Exhibit A - Scope of Services:

- Provide additional construction management services.
- Provide additional Closeout services.

The Scope of Services consists of the tasks described in Exhibit A and Exhibit A1 – Amended Scope of Services. Said Scope of Services may be amended with the prior written approval of the Consultant and the Director of the Department of Facility Services of the County; however, in no event shall such amendments create any additional liability to the County.

It is anticipated that this additional Scope of Services, as amended, should be complete by June 30, 2008, however, the time limits set forth for this scope is dependent on the contractor's pursuance of the project.

**END OF EXHIBIT A1
AMENDED SCOPE OF SERVICES**

EXHIBIT B - FIRST AMENDMENT

PAYMENT FOR SERVICES RENDERED

Consultant shall be paid by County monthly as work progresses, not to exceed the amounts set for each task.

Consultant shall submit invoices monthly for work performed. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice. Invoices shall include task budgets, current charges by task, cumulative charges to date by task, and percent of budget expended by task

The total amount payable for each task shall not exceed the amounts set forth below. However, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed **Five Hundred Sixty Nine Thousand Eight Hundred Twenty Five Dollars and 00/100 (\$569,825.00)**.

Original Contract:

Task	Fee
Construction Management:	
▪ 1560 hours at \$170.00/Hr (Prevailing Wage)	\$ 265,200
Escalation for 2007	
▪ 720 hours at \$170 at 5%	\$ 6,120
Vehicles & Communications:	
▪ 10 vehicle-months @ \$500/month	\$ 5,000
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Basic Fee:	\$ 276,320
Additional Work:	\$ 53,680
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Total Original Contract Fee:	\$ 330,000

First Amendment:

Construction Management through 2007:	
▪ 320 hours at \$150.00/Hr (Prevailing Wage)	\$ 48,000
▪ 32 hours at \$230.00/Hr (Prevailing Wage)	\$ 7,360

Construction Management January – June, 2008

▪ 1024 hours at \$157.50	\$ 161,280
▪ 96 hours at \$241.50 at 5%	\$ 23,185

Basic First Amendment Fee: \$ 239,825

Total Amended Contract: \$ 569,825

Notes:

1. Basic First Amendment Fee assumes standard five-day workweek.
2. Basic First Amendment Fee is based on a construction duration of 168 working days.
3. Basic First Amendment Fee assumes contract completion by June 30, 2008. Escalation for work beyond June 2008, if required, is not accounted for.
4. Basic First Amendment Fee assumes that a furnished site construction office space to be provided by the County.

**END OF EXHIBIT B - FIRST AMENDMENT
PAYMENT FOR SERVICES RENDERED**

EXHIBIT B - 1 - FIRST AMENDMENT

HOURLY RATE SCHEDULE & ADDITIONAL SERVICES

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Roger Sedway	Construction Manager	\$ 150/\$157.50*
Dana LeSher	Regional Manager	\$ 230/\$241.50*

* denotes 5% hourly rate increase effective January 1, 2008.

Notes:

1. Labor rates comply with prevailing wage criteria.
2. Equipment, supplies, and incidental costs included in labor rates, unless otherwise noted.

**END OF EXHIBIT B - 1 - FIRST AMENDMENT
HOURLY RATE SCHEDULE & ADDITIONAL SERVICES**