

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS AND FACILITIES
County of Placer

To: Board of Supervisors Date: September 15, 2015

From: Ken Grehm, Director of Public Works and Facilities
By: Peter Kraatz, Assistant Director of Public Works

Subject: Engineering / Construction Support Contract Amendment / Vali Cooper and Associates, Inc. / Sierra College and Douglas Boulevard Pedestrian Facilities Improvements Project

ACTION REQUESTED

Approve Amendment No. 4 to Contract No. 1187 with Vali Cooper and Associates, Inc., for construction and inspection services, in the amount of \$21,401.37, and authorize the Director of Public Works and Facilities, or designee, to execute future amendments up to \$10,000. Funding is provided by state, federal and local sources in the FY 2015-16 Proposed Budget.

BACKGROUND

On July 8, 2014 the Department of Public Works entered into Professional Services Agreement with Vali Cooper and Associates, Inc. for construction inspection and materials testing services for the Sierra College & Douglas Blvd Pedestrian Facilities Improvements Project. The Project constructed new sidewalks along Sierra College Boulevard and Douglas Boulevard to facilitate and promote safe pedestrian traffic along the corridors and provide continuity between existing sidewalks.

The construction of this project took considerably longer than originally anticipated and has required the extension of this contract multiple times in order to provide construction inspection and materials testing services throughout the duration of construction. In addition, at the end of the project, there was a dispute between the construction contractor and the County, which resulted in Vali Cooper and Associates, Inc. spending more hours on the project defending the County's position. This amendment covers all costs to date and should complete Contract No. 1187. The County recently negotiated a mutual agreement with the construction contractor and should no longer need the services of Vali Cooper and Associates, Inc., on this contract. However, the requested action includes allocation of additional contract contingency funds in the event additional consultant services are necessary to resolve final matters with the construction contractor.

ENVIRONMENTAL CLEARANCE

The Professional Services Agreement is exempt from CEQA pursuant to CEQA Guidelines, Section 15301c. The project improvements were Categorically Exempt from CEQA and Categorically Excluded from NEPA.

FISCAL IMPACT

Approval of this amendment will increase the total contract amount to \$206,014.55, plus a contingency of \$28,461.30. This project is budgeted in the FY 2015-16 Department of Public Works and Facilities Proposed Budget, Road Construction Projects, Douglas Boulevard/Sierra College Boulevard Sidewalk Project # 2920. The project is funded through a combination of

Federal Congestion Mitigation Air Quality (CMAQ) funds, local road funds, deferred development funds, and bicycle pedestrian funds.

Attachment 1 – Amendment

T:\DPWRoadwaysandBridges\Engineering\BOS\2015 BOS Items\Sept 15\Vali Cooper Amendment 4\BOS Amendment No-4 Sierra College and Douglas Blvd 09-15-2015.docx

Professional Services Agreement - Amendment No. 4

PSA Number: 1187

Project Title: SIERRA COLLEGE & DOUGLAS BLVD PEDESTRIAN FACILITIES IMPROVEMENTS

Description: Professional Services Agreement for Construction Inspection and Material Testing and Construction Related Services

This PSA Amendment No.4 ("Amendment") for additional professional services which increase the contract amount by **\$21,401.37** for a total amount not to exceed **\$206,014.55**, is entered into by and between the County of Placer "COUNTY" and **VALI COOPER AND ASSOCIATES INC.** "CONSULTANT" this _____ day of _____, 2015 and affects **ITEM 6 "AMOUNT OF PAYMENT"; Exhibit C-3 "PAYMENT SCHEDULE"; and EXHIBIT D-3 "CONSULTANT STAFF AND CHARGE RATE** of the original Professional Services Agreement No. 1187, dated July 08, 2014, Amendment No. 1 dated October 08, 2014, Amendment No. 2 dated October 30, 2014, and Amendment No. 3 dated February 20, 2015. The Professional Services Agreement is amended as follows:

a) **ITEM 6 – AMOUNT OF PAYMENT - This section shall be deleted and replaced in its entirety to read as follows:**

6. **AMOUNT OF PAYMENT.** As full payment for all services as set forth in Exhibits "A" and "C-3" herein, the COUNTY shall pay actual costs based on the proposed budget of each Task as shown in Exhibit "C-4" up to a total maximum sum of **TWO HUNDRED SIX THOUSAND FOURTEEN DOLLARS FIFTY FIVE CENTS (\$206,014.55)** to the CONSULTANT as full payment for all services as set forth in Exhibits "A" and "C-4" attached hereto and by this reference incorporated herein. Payment for CONSULTANT services shall be at the rates and charges as set forth in Exhibit "D-4" attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY as allowed under the PSA contingency set forth in Exhibit "C-4" or through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

All sub contracts in excess of \$25,000 shall contain the above provisions.

- b) Exhibit C-3, PAYMENT SCHEDULE, shall be removed and replaced in its entirety with amended Exhibit C-4 "Payment Schedule" attached to this amendment.
- c) Exhibit D-3, CONSULTANT STAFF AND CHARGE RATE, shall be removed and replaced in its entirety with amended Exhibit D-4 "Consultant Staff and Charge Rate" attached to this amendment.
- d) All other sections of this PSA, exhibits, and amendments remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO PROCEDURE

By: _____
Ken Grehm, Director
Department of Public Works

Date: _____

**"COUNTY"
STATE OF CALIFORNIA
COUNTY OF PLACER**

By: _____
Placer County

Date: _____

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

**"CONSULTANT"
Vali Cooper and Associates, Inc.
A California Corporation**

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

Federal Employer Identification Number

"If Consultant is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Consultant is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

EXHIBIT C-4

**PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS**

SIERRA COLLEGE AND DOUGLAS BLVD PEDESTRIAN FACILITY IMPROVEMENTS

PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of services. All payment requests shall be subject to the following budget:

Task No.	Description	Amount (not to exceed)
1	Construction Inspection and Material Testing	\$ 206,014.55
	Total	\$ 206,014.55

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article 25 Cancellation. FIVE percent (5%) shall be withheld from each payment until satisfactory completion of the work described within Exhibit A – Scope of Services. The County shall release for payment the FIVE percent (5%) withheld, upon satisfactory completing all tasks, including those deliverable items identified under Exhibit A, Scope of Services, attached to this agreement.

The CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted after the performance of work for which the CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the COUNTY including any equipment purchased under the provisions of Article 29 Equipment of this contract. The final invoice should be submitted after completion of the CONSULTANT's work. Invoices shall be mailed to the COUNTY's Contract Manager at the following address:

PLACER COUNTY
KEVIN ORDWAY
3091 COUNTY CENTER DRIVE, SUITE 220,
AUBURN, CA, 95603

The COUNTY shall reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, equipment rental, overhead and other direct costs and SUBCONSULTANT costs) incurred by the CONSULTANT in performance of the work in an amount not to exceed a total maximum sum of **ONE HUNDRED NINETY THOUSAND TWO HUNDRES SEVENTY SIX**

DOLLARS NINETY TWO CENTS (\$190,276.92) exclusive of any fixed fee. The CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal in Exhibit D-4, unless additional reimbursement is provided for by contract amendment. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that the COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Article 6 Amount of Payment shall not be exceeded, unless authorized by contract amendment.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the COUNTY's Contract Manager.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

In addition to the allowable incurred costs, the COUNTY shall pay the CONSULTANT a fixed fee of **FIFTEEN THOUSAND SEVEN HUNDRED THIRTY SEVEN DOLLARS SIXTY THREE CENTS (\$15,737.63)**. Said fee shall not be altered, unless there is a significant alteration in the scope, complexity, or character of the work to be performed which is documented as an amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. The CONSULTANT shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private vehicles at the current State Department of Personnel Administration (SDPA) rate, while traveling for purposes required for the project other than commuting between the project site and the CONSULTANT'S headquarters. Commuting travel time and mileage to and from the project site is not reimbursable. In addition, CONSULTANT'S personnel shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rate for state employees under SDPA rules. Travel and per diem costs are included in the contract amount not to exceed.

When milestone cost estimates are included in the approved Cost Proposal, the CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate.

The total amount payable by COUNTY including the fixed fee shall not exceed **TWO HUNDRED SIX THOUSAND FOURTEEN DOLLARS FIFTY FIVE CENTS (\$206,014.55)**. The COUNTY, as shown above, may reallocate budget amounts, within work items without modifications of this agreement, subject to approval. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.

Upon CONSULTANT'S request, COUNTY will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to COUNTY, securities eligible for the investment of State or County funds under Government

Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a. CONSULTANT shall bear the expense of COUNTY and the escrow agent in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.
- c. CONSULTANT shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall include provisions governing inter alia:
 1. the amount of securities to be deposited,
 2. the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 3. conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of the CONSULTANT'S control over the work, or other amounts to be kept or retained under the provision of the agreement,
 4. decrease in the value of the securities on deposit,
 5. the termination of the escrow upon completion of the agreement.

All subcontracts in excess of \$25,000 shall contain the above provisions.

**EXHIBIT D-4
Consultant Staff and Charge Rate**

Placer County - PC2920 - Sierra College & Douglas Blvd Pedestrian Facilities Improvements
 Consultant: Vali Cooper & Associates
 PSA No. 1187

Date: August 24, 2015

DIRECT LABOR

Classification/Title
Construction Inspector

Name		Hours	Starting Actual Hourly Rate	Final Actual Hourly Rate	Total
Michael Harden	A0-A2	24	\$ 55.91	\$ 58.34	\$ 1,400.16
Michael Harden	A0-A2	156	\$ 55.91	\$ 57.35	\$ 8,946.60
Michael Harden	A0-A2	311	\$ 55.91	\$ 57.03	\$ 17,736.33
Michael Harden	A0-A2	1	\$ 55.91	\$ 77.16	\$ 77.16
Darrah Ramsbotham	A0-A2	5	\$ 51.00	\$ 57.35	\$ 286.75
Michael Harden	A3 through Dec 2014	321	\$ 55.91	\$ 57.03	\$ 18,306.63
Michael Harden	A3 through Dec 2014	12	\$ 55.91	\$ 76.85	\$ 922.20
Michael Harden	Projected Jan. 2015	160	\$ 55.70	\$ 57.03	\$ 9,124.80
Michael Harden	A4 - Project Completio	145.5	\$ 55.69	\$ 75.51	\$ 7,963.26
Total Hours		1135.5			

Total Direct Labor Costs \$ 64,763.89

FRINGE BENEFITS

Fringe Benefits
 Cash in Lieu of Fringe Benefits

Rate	0.00%	\$	-
		\$	-
Total Fringe Benefits		\$	-

INDIRECT COSTS

Overhead
 General & Administrative

Rate	143.00%	\$	92,612.36
Rate	0.00%	\$	-
Total Indirect Costs		\$	92,612.36

FIXED FEE (Profit)

Rate	10%	Total Profit	\$ 15,737.62
		Subtotal	\$ 173,113.86

OTHER DIRECT COSTS

\$ -
\$ -
\$ -

SUBCONSULTANTS

Holdrege and Kuhl

A0-A2	\$ 7,861.25
A3 Through Dec 2014	\$ 21,123.85
A3 Projected January 2015	\$ 1,220.59
A4 - Additional Testing	\$ 2,695.00
	\$ -
Total Other Direct Costs	\$32,900.69

TOTAL COST

\$206,014.55

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

