

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

To: **BOARD OF SUPERVISORS**

Date: **OCTOBER 21, 2008**

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

Subject: **DPW OPERATIONS AND MAINTENANCE FACILITY AT CABIN CREEK -  
BUILDING PHASE, PROJECT NO. 4625C**

**ACTION REQUESTED / RECOMMENDATION:** Approve the attached Amendment No. 2 to Agreement No. 12271A with Harris & Associates, Inc. for professional construction management services for the DPW Operations and Maintenance Facility at Cabin Creek - Building Phase, Project No. 4625C, and authorize the Chairman to execute the Amendment increasing the contract by \$177,496, for a total contract cost not-to-exceed \$747,321.

**BACKGROUND:** On August 1, 2006, your Board approved a Consultant Services Agreement with Harris & Associates, Inc. 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.

On February 26, 2007, your Board approved Amendment No. 1 to the Consultant Services Agreement with Harris and Associates, Inc. to extend the construction management services associated with the construction of the Building Phase of the DPW Operations and Maintenance Facility period through June 2008.

In order to provide continuing professional construction management services for the Building Phase of the DPW Operations and Maintenance Facility at Cabin Creek, it is necessary to amend the contract with Harris & Associates, Inc. through October 2008 and possibly longer. In order to proceed, it is requested that your Board approve the attached Amendment No. 2 to the original Agreement with Harris & Associates, Inc.

**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. 2 will increase the existing contract amount of \$569,825 by \$177,496, for a total not to exceed cost of \$747,321. There are sufficient funds appropriated in the Capital Projects Fund project account for these services.

ATTACHMENT: HARRIS & ASSOCIATES AMENDMENT

JD:JS:RC:RU:SR

CC: COUNTY EXECUTIVE OFFICE  
PROCUREMENT SERVICES  
DEPARTMENT OF PUBLIC WORKS

T:\FAC\BSMEMO2008\4625 HARRIS AMENDMENT 2.DOC

**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**

## **SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT**

THIS SECOND AMENDMENT is made and entered into as of \_\_\_\_\_, 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 4<sup>th</sup> 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 **Seven Hundred Forty Seven Thousand Three Hundred Twenty One Dollars and 00/100 (\$747,321.00)** 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.

4. **Exhibit B "PAYMENT FOR SERVICES RENDERED"**: Exhibit B FIRST AMENDMENT shall be replaced in its entirety with the attached Exhibit B-SECOND AMENDMENT.
5. **Exhibit B-1 "HOURLY RATE SCHEDULE & ADDITIONAL SERVICES"**: Exhibit B-1-FIRST AMENDMENT shall be replaced in its entirety with the attached B-1-SECOND 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: \_\_\_\_\_

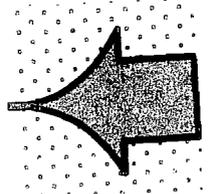
**HARRIS & ASSOCIATES, INC., CONSULTANT**

By: \_\_\_\_\_  
Dana LeSher, Vice President

Date: 9/15/08

By: \_\_\_\_\_  
Mario Maciel, Vice President

Date: 8 Sept 08



Approved As to Form  
By: \_\_\_\_\_  
Placer County Counsel

Approved As To Funds  
By: \_\_\_\_\_  
Placer County Auditor

## EXHIBIT A

### SCOPE OF SERVICES

The scope of services consists of providing Construction Management Services for the Placer County DPW at Cabin Creek Building Phase Project #4625C. Unless otherwise specified Construction Manager, and / or a Field Inspector from Harris and Associates will perform each task.

### PROJECT CONSTRUCTION MANAGEMENT SERVICES:

Harris and Associates (Consultant) will provide the following services under this contract:

- Pre-Construction Management Services
  - Schedule, prepare agenda, chair and take minutes of the pre-construction meeting.
  - Outline project specifics and inform the contractor of project administration procedures.
- Construction Management Services
  - Payment Recommendations
    - Review Contractors' payment requests and verify with Contractor schedule of values.
    - Prepare payment documentation for approval and execution by the County.
    - Provide a tabular form cost summary, in the monthly status report, including percent complete, percent of budget spent, and percent of time used.
  - Periodic Inspections
    - Observe and monitor the progress of work on the job in accordance with the contract documents.
    - Document the Contractor's daily activities, manpower, equipment and items considered pertinent to the project.
    - Prepare weekly reports, including documentation of construction activities, duration, and work conditions.
    - Perform periodic inspection of the site, to verify that the work is being completed in conformance to the contract documents.
    - The Consultant will facilitate and assist with the final walk-through and creation of a final Punch-List.
  - Facilitate and Assist with Punch-List Preparation
    - Coordinate a walk-through with the County, designer, Harris, Contractor, and other interested parties, to provide the County with reasonable assurance the general intent of the project documents have been complied with.
    - Create a punch-list, itemizing all errors, deficiencies and/or omissions noted in the walk-through for the Contractor to correct within an established timeframe.
    - Inspect punch-list items after notification that the work is complete.
    - Completed items on the punch list will be initialed and dated by the inspection.

- The County will be notified upon completion of the punch-list work and a copy of the completed punch-list will be transmitted.
- Schedule Monitoring
  - Review Contractor-generated CPM baseline and monthly update schedules.
  - Review the initial baseline schedule submittal for compliance with contract document constraints.
  - Review the monthly schedule updates for logic and duration changes, and keep the County apprised of construction schedule and changes found in the updates.
  - Provide written documentation to County if schedule status results in noncompliance with approved baseline schedule.
- Shop Drawings and Submittals
  - A responsible party for each submittal review (Harris, the County, Architect/Engineer) will be designated.
  - The County will be provided with a brief, initial review prior to being forwarded to the Architect/Engineer.
  - Provide an efficient means of logging, processing and tracking shop-drawing and submittals between the Contractor, the Architect/Engineer and the County, utilizing a document management system.
- Materials Testing
  - Coordinate quality assurance sampling and material testing as required by the contract documents with the County's Geotechnical and Materials Testing firm, provided under a separate contract.
  - Summarize test report results and incorporate them into the project documentation.
- Safety
  - Observe Contractor's work area.
  - Review and monitor the Contractors' safety program for compliance with Cal/OSHA, and notify the Contractor of unsafe conditions, if observed.
  - Notify the County and Cal/OSHA if the Contractor refuses to rectify unsafe conditions.
  - If conditions endanger property and/or life, immediate shutdown of Contractor's work may be required.
  - Report accidents to the County.
- Project Records
  - Set up a document tracking system to maintain project files for the job site and project office.
  - Provide for the logging, filing, and tracking of project related correspondence including, but not limited to Requests For Information (RFI), Architects Supplemental Instructions (ASI), Change Order Requests (COR), Proposed Change Orders (PCO) and Contract Change Orders (CCO), to assure timely responses.
  - Provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

- Develop correspondence logs, suspense lists, and filtered reports as required.
- Maintain a working set of documents on the jobsite.
- RFI Management
  - Log and track Requests for Information (RFI) submitted by the Contractor, mitigating delays in getting RFI's answered, and help ensure that the answer to the RFI is reasonably accurate.
  - Log and review all RFI's for completeness and ensure the question is reasonable. The Resident Engineer will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. The RFI's will be returned if questions are unclear or the answer is contained in the contract documents (location of requested information will be noted). RFI's will be tracked by creating weekly logs to ensure timely responses from the Architect/Engineer.
- Change Order Assistance and Management
  - Provide an easily retrievable system for dealing with all changes on the project, regardless of who initiates the change.
  - Provide the County with assurance the Contractor is not presenting requests for extra work that was included in the original contract scope.
  - Review potential change orders for contractual and technical merit and prepare independent cost estimates and schedule analysis of work, if necessary.
  - Assist County in negotiations of CCO's with the Contractor.
  - Prepare CCO's, with all required documentation, for execution by the County.
  - Keep the County apprised of cumulative changes in cost and time and the impact of these on the overall project, through the document control system.
- Documentation of Pre-Construction Conditions and Construction Progress
  - Photograph and record the conditions of the existing project site and area of new construction before the Contractor commences work and after the work is complete.
    - The Contractor's progress will also be recorded during construction, with a special focus on items and/or conditions that have or may have a bearing on claimed extra work. Subsurface soil conditions will be recorded where possible and applicable (sub-grade, excavations). Photographs will have captions noting the date taken, direction, and initials of the inspector taking the photograph and a brief description on the photograph.
- Certified Payroll Review
  - Receive and review certified payrolls from the Contractor and each subcontractors and check for the "Statement of Compliance" from each Contractor or subcontractor.

- Spot-check wages for each classification of laborer and craftsperson and notify the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll.
- Closeout Services (Additional Service, if authorized)
  - Prepare Project As-Built Drawings
    - Provide the County with accurate record drawings for the project. Modifications to the work will be compiled throughout the course of the project, and a marked up set of plans will be forwarded to the Architect/Engineer for preparation of final record drawings.
  - Final Project Report
    - Provide the County with a written history of the construction contract.
    - Review the project documents and prepare a written report for the County. As a minimum, the report will include the following:
      - Names of all organizations involved with the project, County managers, Construction Manager, Contractor and any other parties that may have a significant part in the construction of the projects.
      - Chronological history of the construction effort, to include all significant dates.
      - Contract amounts at bid time with all other bids in tabular form.
      - Change order history, including a summary statement about each change, negotiated cost of each change and other relevant information.
      - Summary of Requests for Information, in tabular or matrix form.
      - Summary of outstanding claims, if any, not resolved when the Notice of Completion is filed.
      - Summary of final contract amount.
      - "Lessons learned."
    - The County will provide input regarding the form of the final report. The County will prepare and file contract Notice of Completion.

Harris and Associates will provide the services outlined above upon receipt of "Notice to Proceed"(NTP) from the County. Harris and Associates will require a minimum of 72 hours notification prior to start of construction, and will coordinate services with the County based on the project construction schedule provided by the Contractor.

Said Scope of Work may be amended only 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.

In addition to the services provided above, County may request additional services on an hourly, as needed, basis in accordance with the hourly rates set forth in Exhibit B -1 - Second Amendment. Work on additional services will proceed only upon the County's written authorization to proceed.

Consultant agrees to complete all work within the time limits set forth above.

**EXHIBIT A1  
AMENDED SCOPE OF SERVICES**

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

- Provide additional construction management 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 September 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 - SECOND 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 **Seven Hundred Forty Seven Thousand Three Hundred Twenty One Dollars and 00/100 (\$747,321.00)**.

**Original Contract:**

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

**First Amendment:**

<b>Construction Management through 2007:</b>	
▪ 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

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**Basic First Amendment Fee:** **\$ 239,825**

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**Total First Amendment Contract:** **\$ 569,825**

**Second Amendment:**

**Construction Management July – September, 2008**

▪ 864 hours at \$158	\$ 136,512
▪ 152 hours at \$242	\$ 36,784
▪ 56 hours at \$ 75	\$ 4,200

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**Basic Second Amendment Fee:** **\$ 177,496**

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**Total Second Amendment Contract:** **\$ 747,321**

**Notes:**

1. Basic Second Amendment Fee assumes standard five-day workweek.
2. Basic Second Amendment Fee is based on a construction duration of 108 working days.
3. Basic Second Amendment Fee assumes contract completion by November 23, 2008. Escalation for work beyond November 2008, if required, is not accounted for.
4. Basic Second Amendment Fee assumes that a furnished site construction office space to be provided by the County.

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

**EXHIBIT B - 1 - SECOND AMENDMENT**

**HOURLY RATE SCHEDULE & ADDITIONAL SERVICES**

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Roger Sedway	Construction Manager	\$ 158
Dana LeSher	Regional Manager	\$ 242
TBD	Administrative Support	\$ 75

**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 - SECOND AMENDMENT  
HOURLY RATE SCHEDULE & ADDITIONAL SERVICES**