

# MEMORANDUM

DEPARTMENT OF PUBLIC WORKS  
County of Placer

TO: BOARD OF SUPERVISORS

DATE: February 3, 2014

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: **CONTRACT NO. 1187, AMENDMENT NO. 3 WITH VALI COOPER AND ASSOCIATES, INC. FOR CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES FOR THE SIERRA COLLEGE & DOUGLAS BLVD. PEDESTRIAN FACILITIES IMPROVEMENTS PROJECT**

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## **ACTION REQUESTED / RECOMMENDATION**

1. Adopt a Resolution approving and authorizing the Chair of the Board to sign and execute Amendment No. 3 to Contract No. 1187 with Vali Cooper and Associates, Inc. for construction inspection and materials testing services for the Sierra College and Douglas Blvd Pedestrian Facilities Improvements Project, with County Counsel and Risk Management's review and approval, for an additional amount of \$100,649. The Contract Amendment would give the total contract a not to exceed amount of \$184,613
2. Authorize the Director of Public Works to execute future contract amendments for additional professional services not to exceed 10 percent of the total contract amount for PSA Contract No. 1187. There is no net County cost.

## **BACKGROUND / SUMMARY**

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 will construct 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 has taken longer than originally anticipated and has required the extension of this contract to continue to provide construction inspection and materials testing services throughout the duration of the contract.

## **ENVIRONMENTAL**

The Professional Services Agreement is exempt from CEQA pursuant to CEQA Guidelines, Section 15301c. The project received California Environmental Quality Act (CEQA) Notice of Exception on December 15, 2008 by the State Clearinghouse and cleared for Categorical Exemption Section 15301 – Class 1(c). The National Environmental Policy Act (NEPA) Determination was approved on August 09, 2010 as a Categorical Exclusion for the project.

## **FISCAL IMPACT**

Contract Amendment No. 3 would increase the not to exceed amount by \$100,649. The total professional services contract is for an amount not to exceed \$184,613. The project is funded through a combination of Federal Congestion Mitigation Air Quality (CMAQ) funds, local road funds and bicycle pedestrian funds. There is enough funding in the FY 2014-15 Budget for this project

Attachment: Resolution, Vicinity Map

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING THE CHAIR, TO EXECUTE CONTRACT AMENDMENT NO. 3 BETWEEN VALI COOPER AND ASSOCIATES, INC AND THE COUNTY OF PLACER FOR CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES FOR THE SIERRA COLLEGE & DOUGLAS BLVD PEDESTRIAN FACILITIES IMPROVEMENTS PROJECT, PROFESSIONAL SERVICES AGREEMENT NO. 1187.

Resol. No:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

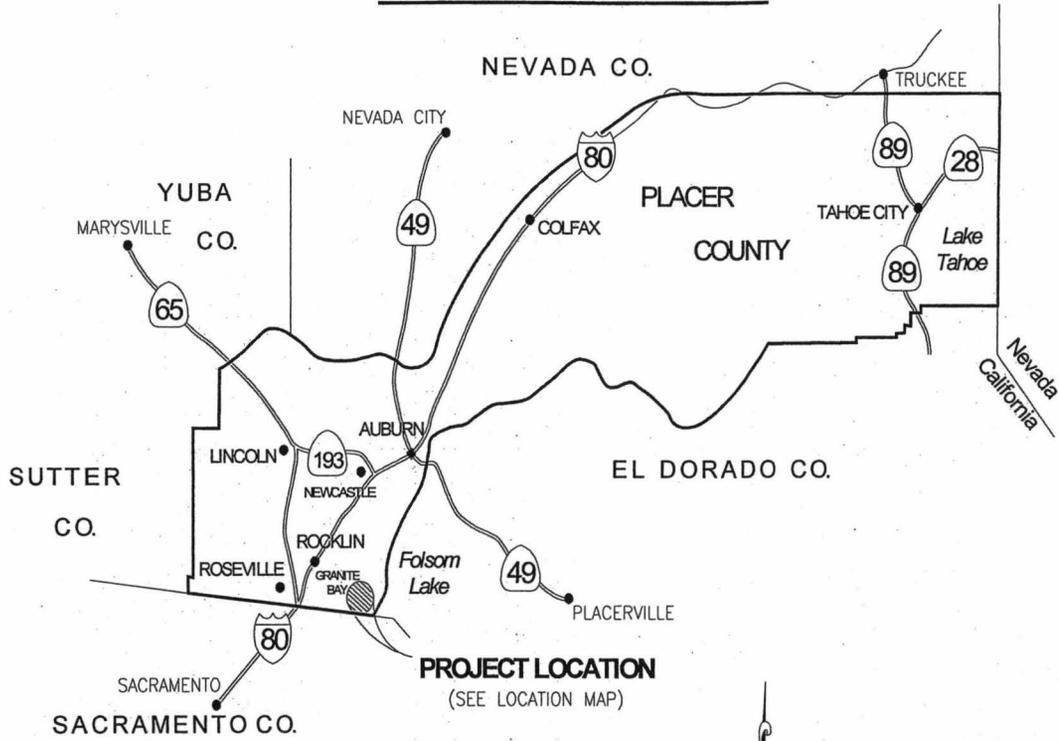
Attest:  
Clerk of said Board

\_\_\_\_\_  
Chair, Board of Supervisors

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the chair to sign and execute the Contract No. 1187, Amendment No. 3, with Vali Cooper and Associates, Inc. for construction inspection and materials testing services related to the Sierra College and Douglas Blvd Pedestrian Facilities Improvements Project for an amount not to exceed \$184,613

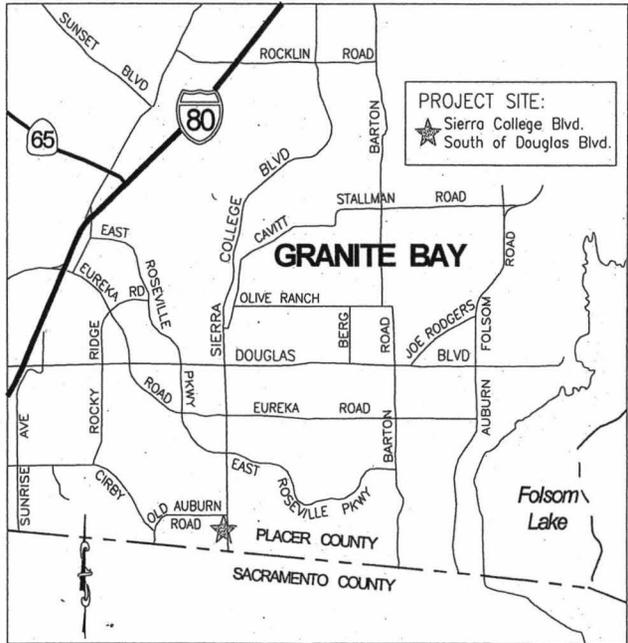
BE IT FURTHER RESOLVED AND ORDERED, by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Public Works Director to execute contract amendments for additional professional services not to exceed 10 percent of the total contract amount for PSA Contract No. 1187

**SIERRA COLLEGE BLVD. AND DOUGLAS BLVD.  
PROJECT LOCATION MAPS**



**VICINITY MAP**

NO SCALE



**LOCATION MAP**

NO SCALE

**Professional Services Agreement - Amendment No. 3**

**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

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This PSA Amendment No.3 ("Amendment") for additional professional services which increase the contract amount by **\$100,649.51** for a total amount not to exceed **\$184,613.18**, 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-2 "PAYMENT SCHEDULE"; and EXHIBIT D-2 "CONSULTANT STAFF AND CHARGE RATE** from Amendment No.2 of the Professional Services Agreement No. 1187, dated October 30, 2014. PSA Amendment No.1 is hereby 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-3" up to a total maximum sum of **ONE HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED THIRTEEN DOLLARS EIGHTEEN CENTS (\$184,613.18)** to the CONSULTANT as full payment for all services as set forth in Exhibits "A" and "C-3" 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-3" 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-3" 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-2, PAYMENT SCHEDULE, shall be removed and replaced in its entirety with amended Exhibit C-3 "Payment Schedule" attached to this amendment.
- c) Exhibit D-2, CONSULTANT STAFF AND CHARGE RATE, shall be removed and replaced in its entirety with amended Exhibit D-3 "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."

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**EXHIBIT C-3**

**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	\$ 184,613.18
	Total	<b>\$ 184,613.18</b>

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 no later than 45-calendar days 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 within 60-calendar days after completion of the CONSULTANT's work. Invoices shall be mailed to the COUNTY's Contract Manager at the following address:

PLACER COUNTY  
JAMES JOLLYMORE  
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 SEVENTY THOUSAND EIGHT HUNDRED TEN**

**DOLLARS SIXTY THREE CENTS (\$170,810.63)** 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-2, 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 **THIRTEEN THOUSAND EIGHT HUNDRED TWO DOLLARS FIFTY FIVE CENTS (\$13,802.55)**. 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 **ONE HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED THIRTEEN DOLLARS EIGHTEEN CENTS (\$184,613.18)**. 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

**EXHIBIT D-3  
Consultant Staff and Charge Rate**

**Placer County - PC2920 - Sierra College & Douglas Blvd Pedestrian Facilities Improvements**

Date: #####

Consultant: Vali Cooper & Associates  
PSA No.1187

**DIRECT LABOR**

**Classification/Title**

Construction Inspector

**Name**

Michael Harden	A0-A2
Darrah Ramsbotham	A0-A2
Michael Harden	A3 through Dec 2014
Michael Harden	A3 through Dec 2014
Michael Harden	Projected Jan. 2015

Hours	Starting Actual Hourly Rate	Final Actual Hourly Rate	Total
24	\$ 55.91	\$ 58.34	\$ 1,400.16
156	\$ 55.91	\$ 57.35	\$ 8,946.60
311	\$ 55.91	\$ 57.03	\$ 17,736.33
1	\$ 55.91	\$ 77.16	\$ 77.16
5	\$ 51.00	\$ 57.35	\$ 286.75
321	\$ 55.91	\$ 57.03	\$ 18,306.63
12	\$ 55.91	\$ 76.85	\$ 922.20
160	\$ 55.70	\$ 57.03	\$ 9,124.80
<b>Total Hours</b>	<b>990</b>		
		<b>Total Direct Labor Costs</b>	<b>\$ 56,800.63</b>

**FRINGE BENEFITS**

Fringe Benefits  
Cash in Lieu of Fringe Benefits

Rate	0.00%	\$ -
		\$ -
<b>Total Fringe Benefits</b>		<b>\$ -</b>

**INDIRECT COSTS**

Overhead  
General & Administrative

Rate	143.00%	\$ 81,224.90
Rate	0.00%	\$ -
<b>Total Indirect Costs</b>		<b>\$ 81,224.90</b>

**FIXED FEE (Profit)**

Rate	10%	<b>Total Profit</b>	<b>\$ 13,802.55</b>
		<b>Subtotal</b>	<b>\$ 151,828.08</b>

**OTHER DIRECT COSTS**


\$ -
\$ -
\$ -

**SUBCONSULTANTS**

Holdrege and Kuhl

A0-A2	\$ 7,861.25
A3 Through Dec 2014	\$ 21,123.85
A3 Projected January 2015	\$ 3,800.00
	\$ -
	\$ -
<b>Total Other Direct Costs</b>	<b>\$32,785.10</b>

**TOTAL COST**

**\$184,613.18**

**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.

