

MEMORANDUM
DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS **DATE: May 19, 2015**
FROM: KEN GREHM / RICHARD MOOREHEAD
SUBJECT: PSA 1139 AMENDMENT NO. 2 FOR CONSTRUCTION INSPECTION SERVICES FOR THE AUBURN FOLSOM WIDENING PROJECT – NORTH PHASE

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Chair of the Board of Supervisors to sign and execute Amendment No.2 to Professional Service Agreement No. 1139 with Salaber Associates, Inc., for construction management, inspection, and material testing services, increasing the total agreement by \$351,630 to an amount not to exceed \$1,253,092, with County Counsel and Risk Management's review and approval, at no net County cost.
2. Authorize the Public Works Director to sign subsequent amendments up to an additional \$50,000 as needed, at no net County cost.

BACKGROUND / SUMMARY

On October 09, 2012 your Board approved the award of PSA No. 1139 to Salaber Associates, Inc., for Construction Management and Inspection services for the Auburn Folsom Road Widening Project North Phase. Due to protracted right of way acquisition for the project, construction for the project did not begin until October 21, 2013.

The delay caused by the protracted right of way acquisition resulted in a start date of construction in the fall rather than the spring, which required the project to be constructed over two seasons including two winters rather than one winter. Working through the winter season was slower and less productive for the contractor. The winter work still required full time inspection which resulted in the increase to the construction inspection and project management hours.

ENVIRONMENTAL

The Professional Services Agreement is exempt from CEQA pursuant to CEQA Guidelines, Section 15306.

FISCAL IMPACT

Contract Amendment No.2 would increase the original contract by \$351,630. The total Professional Services contract will increase to an amount not to exceed \$1,253,092. Work performed under this contract is funded through Countywide Traffic Mitigation Fees and South Placer Regional Transportation Authority (SPRTA) fees. The Department has budgeted appropriately for this contract and funding is available in the FY 2014-15 and FY 2015-16 budgets.

Attachments: Resolution
PSA Amendment No.2
Location Map

529

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

IN THE MATTER OF: A RESOLUTION AUTHORIZING THE CHAIR TO SIGN AND EXECUTE AMENDMENT NO.2 TO PROFESSIONAL SERVICE AGREEMENT NO. 1139 WITH SALABER ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIAL TESTING SERVICES, INCREASING THE TOTAL AGREEMENT BY \$351,630 TO AN AMOUNT NOT TO EXCEED \$1,253,092, WITH COUNTY COUNSEL AND RISK MANAGEMENT'S REVIEW AND APPROVAL, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN SUBSEQUENT AMENDMENTS UP TO AN ADDITIONAL AMOUNT OF \$50,000 AS NEEDED.

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.

Chair, Board of Supervisors

Attest:
Clerk of said Board

WHEREAS THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, authorized the Chair of the Board of Supervisors to sign and execute contract No. 1139. with Salaber Associates, Inc. for construction management, inspection, and material testing services in October, 2012

AND WHEREAS THE CHAIR OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, signed PSA No. 1139 for an amount not to exceed \$801,462 in November, 2012

THEREFORE BE IT FURTHER RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, THAT THIS BOARD authorizes the Chair of the Board of Supervisors to sign Amendment No. 2 to Professional Service Agreement No. 1139 with Salaber Associates, Inc. for construction management, inspection, and material testing services, increasing the total agreement to an amount not to exceed \$1,253,092, with county counsel and risk management's review and approval,

BE IT HEREBY RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, THAT THIS BOARD authorizes the Public Works Director to sign subsequent amendments up to an additional amount of \$50,000 as needed.

530

Professional Services Agreement - Amendment No. 2

PSA Number: 1139

Project Title: Auburn Folsom Road Widening Project – North Phase

Description: PROFESSIONAL SERVICES AGREEMENT (PSA) FOR AUBURN FOLSOM ROAD WIDENING PROJECT NORTH PHASE

This PSA Amendment No.2 (“Amendment”) for additional professional services not to exceed \$351,630 with a new contract total not to exceed amount of \$1,253,092 is entered into by and between the County of Placer, hereinafter referred to as “County,” and Salaber Associates, Inc., hereinafter referred to as “Consultant this _____ day of _____, 2015 and changes the remainder of the contract to a “Specified Rate of Compensation” contract from an “Actual Cost Plus Fixed Fee Contract” and affects; **ITEM 6 “AMOUNT OF PAYMENT”; ITEM 7 “PAYMENT SCHEDULE”; Exhibit C “PAYMENT SCHEDULE”; and Exhibit D “COST PROPOSAL”** of the original Professional Services Agreement No. 1139, dated November 06, 2012 and Amendment No. 1 to Professional Services Agreement No. 1139 dated April 28, 2015. The Professional Services Agreement 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 “A2” and “C2” herein, the COUNTY shall pay the specified rate of compensation for each individual listed for the actual hours worked based on the proposed budget of each Task as shown in Exhibit “C2” up to a total maximum sum of ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND NINETY TWO DOLLARS (\$1,253,092) to CONSULTANT as full payment for all services as set forth in Exhibits “A2” and “C2” attached hereto and by this reference incorporated herein. Payment for CONSULTANT services shall be at the rates and charges as set forth in Exhibit “D2” 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 through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

b) ITEM 7 – PAYMENT SCHEDULE - This section shall be deleted and replaced in its entirety to read as follows:

7. PAYMENT SCHEDULE. Payments shall be made to CONSULTATN as set forth in the Exhibit “C2” entitled “Payment Schedule”, attached hereto and by this reference incorporated herein. CONSULTANT shall bill COUNTY not more often

than monthly for the work performed pursuant to this agreement. Billing submitted by the CONSULTANT shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. All payment requests will be subject to those items identified in Exhibit "C2". The COUNTY shall review and pay approved charges within 30 days of receipt of the invoice.

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.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 DFR, Part 18, as required in this PSA.

- c) **Exhibit C1, PAYMENT SCHEDULE, shall be removed and replaced in its entirety with amended Exhibit C2 "Payment Schedule" attached to this amendment.**
- d) **Exhibit D1, COST PROPOSAL, shall be removed and replaced in its entirety with amended Exhibit D2 "Cost Proposal" attached to this amendment.**
- e) **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: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

"CONSULTANT"
Salaber 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: _____

ATTACHMENTS:

- Exhibit C2 - Payment Schedule
- Exhibit D2 - Consultants Standard Charge Rates

"If Contractor 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 Contractor 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."

533

EXHIBIT "C2"

**PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS**

PROFESSIONAL SERVICES AGREEMENT FOR PROJECT INSPECTION, MATERIALS TESTING, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE AUBURN FOLSOM ROAD WIDENING PROJECT NORTH PHASE

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. Invoices shall also differentiate between participating and non-participating Federal-Aid work.

All payment requests PRIOR TO Amendment No. 2 shall be subject to the following budget:

Task No.	Description	Agreement Amount
1	Construction Management, Field Inspection, and Materials Testing	\$ 901,462
	Total	\$ 901,462

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 COUNTY shall reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, overhead and other direct costs and subconsultant costs) incurred by the CONSULTANT in an amount not to exceed a total maximum sum of EIGHT HUNDRED THIRTY ONE THOUSAND EIGHT HUNDRED FORTY THREE DOLLARS AND SEVENTY-FIVE CENTS (\$831,843.75) exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates, employee benefits and overhead costs and other costs set forth in the CONSULTANT'S proposal which is included in Exhibit D1.

In addition to the costs referred to in the previous paragraph, the COUNTY shall pay the CONSULTANT a fee of SIXTY NINE THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND TWENTY-FIVE CENTS (\$69,618.25). 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.

Total expenditures made under this agreement, including the fixed fee shall not exceed the sum of NINE HUNDRED ONE THOUSAND FOUR HUNDRED SIXTY TWO DOLLARS (\$901,462) without modification to the agreement signed by both parties. 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.

All payment requests SUBSEQUENT TO Amendment No. 2 shall be subject to the following budget:

**PAYMENT SCHEDULE / ALLOWABLE COSTS AND PAYMENT FOR THE PERIOD
BETWEEN May 01, 2015 and November 30, 2015**

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	Inspection Services	\$ 284,630
2	Material Sampling & Testing	\$ 67,000
Total		\$ 351,630

Progress payments will be made monthly in arrears based on services provided and actual hours worked. 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 26 Termination.

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 on this project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Credits due the COUNTY that include any equipment purchased under the provisions of Article 30 Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. The final invoice should be

535

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
ROBERT VROOMAN
DEPARTMENT OF PUBLIC WORKS
3091 COUNTY CENTER DRIVE, SUITE 220
AUBURN, CALIFORNIA 95603
FAX: (530) 745-3540

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in Exhibit D2 Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by the COUNTY's Contract Administrator. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

This Agreement is of no force or effect until returned to COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on this project and work shall not commence until this Agreement has been executed by the COUNTY.

If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in this Agreement, no payment will be made until the deliverable has been satisfactorily completed.

The total amount payable by COUNTY resulting from this Agreement shall not exceed ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND NINETY TWO DOLLARS (\$1,253,092).

The CONSULTANT shall be reimbursed at an Actual Cost Plus Fixed Fee rate for work completed through April 30, 2015 in an amount of NINE HUNDRED ONE THOUSAND SIX HUNDRED FORTY TWO DOLLARS (\$901,642), and shall be reimbursed at the specified rates listed above for work completed between May 01, 2015 and November 30, 2015 in an amount not to exceed THREE HUNDRED FIFTY ONE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$351,630).

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to 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.

537

EXHIBIT D2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION

Consultant: Salaber Associates, Inc. **Contract No.:** 1139 **Date:** May 01, 2015

Combined Indirect Cost Rate (ICR) % = 150%

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

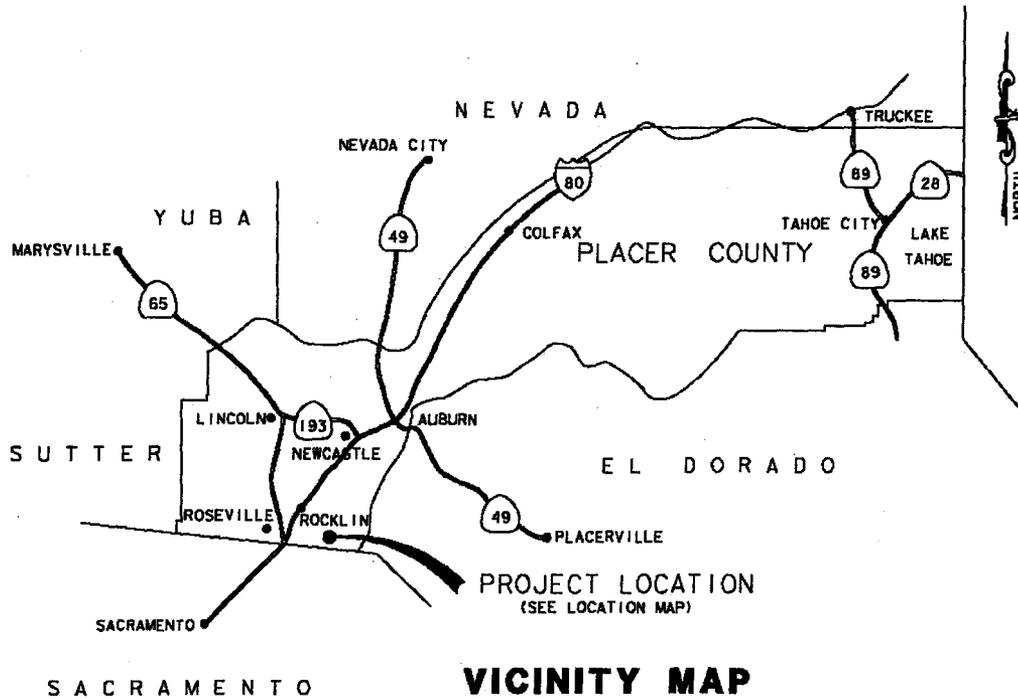
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	Estimated Hours	Total Cost
	Straight	OT(1.5x)	OT(2x)	From	To			
Robert Salaber – Project Manager	\$192.50	\$192.50	\$192.50	05/01/2015	04/30/2016	\$70.00	0	\$0
Bob LoRusso, P.E. – Resident Engineer	\$165.00	\$165.00	\$165.00	05/01/2015	04/30/2016	\$60.00	560	\$92,400
Matt Carlenzoli – Senior Inspector*	\$146.00	\$179.00	\$179.00	05/01/2015	04/30/2016	\$53.00	1190	\$178,230-186,790
Field Technician *(Geocon)	\$105.00	\$122.00	\$138.50	05/01/2015	04/30/2016	\$33.50	180	\$18,900- \$20,000
Senior Field Technician*(Geocon)	\$115.00	\$136.00	\$156.00	05/01/2015	04/30/2016	\$42.00	90	\$10,350 - \$11,000
Senior Engineer (Geocon)	\$150.00	\$150.00	\$150.00	05/01/2015	04/30/2016		12	\$1,800
Field Services Manager (Geocon)	\$90.00	\$90.00	\$90.00	05/01/2015	04/30/2016		30	\$2,700
Word Processing/Technical Editor (Geocon)	\$70.00	\$70.00	\$70.00	05/01/2015	04/30/2016		4	\$280
Principal/QSP/WPCM (Montgomery)	\$140.00	\$140.00	\$140.00	05/01/2015	04/30/2016		6	\$840
Senior Professional/Environmental Engineer (Montgomery)	\$130.00	\$130.00	\$130.00	05/01/2015	04/30/2016		24	\$3,120
QSD/WPCM (Montgomery)	\$120.00	\$120.00	\$120.00	05/01/2015	04/30/2016		40	\$4,800
QSP (Montgomery)	\$115.00	\$136.00	\$156.00	05/01/2015	04/30/2016		40	\$4,600
Engineering Technician II (Montgomery)	\$110.00	\$122.00	\$138.50	05/01/2015	04/30/2016		40	\$4,400
Permit Compliance Support Technician (Montgomery)	\$50.00	\$50.00	\$50.00	05/01/2015	04/30/2016		6	\$300
Administrative Assistant (Montgomery)	\$45.00	\$45.00	\$45.00	05/01/2015	04/30/2016		4	\$180

Amendment No. 2 PSA 1139 – Construction Management Services Auburn Folsom Widening Project

538

AUBURN FOLSOM ROAD WIDENING, NORTH PHASE

PROJECT LOCATION MAP



VICINITY MAP

NO SCALE

