

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works *amb*

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE March 31, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Amendment No. 4 to Agreement No. 2004-1 with Wood Rodgers to Add Post-Design Engineering Services for the Ladd Road and McHenry Avenue Intersection Improvement Project

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 4 to Agreement No. 2004-1 with Wood Rodgers to add post-design engineering services for the improvements at the Ladd Road and McHenry Avenue intersection.
2. Authorize the Director of Public Works to execute the amendment.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The estimated total cost of the project is anticipated to be approximately \$2,389,000. The Ladd Road and McHenry Avenue Intersection Improvement Project will be funded 100% by Regional Transportation Impact Fee (RTIF) funds. At this time, \$20,000 is needed for additional post-design engineering construction support services.

Costs associated to assure the engineering services for this project in the amount of \$533,820.78 (\$323,775.00 original contract, \$34,980.00 Amendment No. 1, \$128,216.02 Amendment No. 2, \$26,849.76 Amendment No. 3, and \$20,000 Amendment No.4) are available in the Regional Transportation Impact Fees Program.

BOARD ACTION AS FOLLOWS:

No. 2009-200

On motion of Supervisor Chiesa, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION: **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR AND PLACED ON NON-CONSENT FOR DISCUSSION AND CONSIDERATION**

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Amendment No. 4 to Agreement No. 2004-1 with Wood Rodgers to Add Post-Design Engineering Services for the Ladd Road and McHenry Avenue Intersection Improvement Project

DISCUSSION:

In January 2004, the Board of Supervisors approved the Public Works Road Congestion Relief Program. One of the projects approved under this program was the improvement to the Ladd Road at McHenry Avenue intersection. The proposed improvements consist of a traffic signal, left turn lanes, dedicated right turn lanes, pavement widening, traffic striping, widening of the existing canal crossing on McHenry Avenue and relocation of the existing irrigation delivery system along the west side of McHenry Avenue.

In June 2004, the Board of Supervisors awarded a contract to Wood Rodgers for engineering, environmental, and right-of-way acquisition services for the Ladd Road at McHenry Avenue Intersection Improvements. The original contract envisioned a joint project eliminating the existing diagonal connector on State Highway 108.

In May 2005, the Board of Supervisors approved Amendment No. 1 to the contract with Wood Rodgers for additional services due to the extensive negotiations with the California Department of Transportation (Caltrans) for the portion of the intersection within the State's jurisdiction. Department of Public Works staff along with Wood Rodgers were not able to develop a concept that was acceptable to the State to eliminate the diagonal connector and have intersection improvements that were acceptable to the County. Caltrans is moving forward with the design of intersection improvements at both ends of the diagonal connector.

Public Works staff directed Wood Rodgers to proceed with the design of intersection improvements that do not require the removal of the diagonal connector. Wood Rodgers developed a concept that is acceptable to both Caltrans and the County. The concept developed by Wood Rodgers will widen State Route 108 on the west side, south of the intersection area, and the future Caltrans project will widen State Route 108 on the east side.

In July 2007, the Board of Supervisors approved Amendment No. 2 to provide additional services that were not anticipated in the original contract. The additional work consisted of the development of project special provisions based on the May 2006 State Standards, specification formatting based on the current County template, splitting of construction documents to allow construction of improvements in phases to allow construction of irrigation facilities during the non-irrigation season, and additional field work to complete the environmental clearance documents.

In June 2008, the Board of Supervisors approved Amendment No. 3 to provide additional engineering services to complete the final design of the intersection improvements, which include the roadway and storm drainage plan and profile design drawings, the traffic signal design drawings, and the traffic control/traffic handling drawings.

The project improvement plans and specifications have been completed and are currently being processed by Caltrans for an encroachment permit. Public Works staff recommends that Amendment No. 4 be approved for an amount not to exceed \$20,000. This contract amendment is for the additional cost to provide post-design construction support services during the construction phase of the project. The original design agreement with Wood Rodgers did not include services of this type. Having construction support services from the design consultant available to the Public Works staff is imperative to the successful administration of a capital improvement construction project.

Approval of Amendment No. 4 to Agreement No. 2004-1 with Wood Rodgers to Add Post-Design Engineering Services for the Ladd Road and McHenry Avenue Intersection Improvement Project

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CB:la

L:\ROADS\9709 - Ladd Road at McHenry Ave\Design Division\Board Items\Design Amendment No. 4.pdf

**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Balance Type  
Category  
Source  
Currency  
Budget Name  
Batch Name  
Journal Name  
Journal description  
Period  
Organization

Budget
Budget - Upload
USD
LEGAL BUDGET
BO#
Transfer budget to Ladd Road and McHenry Avenue Intersection Improvement Project
JUL-08 to JUN-09
Stanislaus Budget Org

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9709	0	0.0	20,000.00				
2	1102	40310	63280	0	0	0.0		20,000.00			
3	1102	40310	46615	0	0	0.0	20,000.00				
4	1102	40310	46615	9709	0	0.0		20,000.00			
5						0					
6						0					
7						0					
8						0					
9						0					
10						0					
11						0					
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23						0					
24						0					
25						0					
<b>Totals</b>							<b>40,000.00</b>	<b>40,000.00</b>			

Transfer budget to Ladd Road and McHenry Avenue Intersection Improvement Project

<b>Requesting Department</b>	<b>CEO</b>	<b>Auditors Office Only</b>	
Sharon Andrews			
Signature	Signature	Prepared By	Admin Approval (\$75K+)
3/18/09	3/24/09	3/18/09	3/18/09
Date	Date	Date	Date

Contact Person & Phone Number

## AUDITOR-CONTROLLER STANDARD JOURNAL VOUCHER


**BATCH SCREEN**

Batch   
 Period   
 Description

**JOURNAL SCREEN**

Journal   
 Category   
 Balance Type  A = Actual or E = Encumbrance  
 Description   
 Control Total

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	2400	61270	85850	0	0	0	0.0	20,000.00		
2	1102	40310	46615	9709	0	0	0.0		20,000.00	
3							0			
4							0			
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26							0			
27							0			
<b>Totals</b>								20,000.00	20,000.00	

Explanation: Transfer funds from RTIF to Ladd Rd and McHenry Intersection Improvement Project

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>[Signature]</i> Prepared by 3/18/09 Date	<i>[Signature]</i> Supervisor's Approval 3/18/09 Date	<i>[Signature]</i> Prepared By Date	Admin Approval (\$75K+) 3/18/09 Date

**STANISLAUS COUNTY PUBLIC WORKS SUPERVISORS**  
**ENGINEERING DIVISION**  
**1716 MORGAN ROAD**  
**MODESTO, CA 95358**

2009 APR 14 P 4: 58

**TRANSMITTAL**

Date: April 14, 2009  
To: Suzi Seibert, Assistant Clerk of the Board  
Re: Attachment for March 31, 2009 – Item \*C-2  
From: Linda Allsop, Morgan Road  
209-525-4157

Hi Suzi:

Here is the attachment for March 31, 2009 – Item \*C-2

Approval of Amendment No. 4 to Agreement No. 2004-1 with Wood Rodgers to Add Post-Design Engineering Services for the Ladd Road and McHenry Avenue Intersection Improvement Project

WOOD RODGERS  
AMENDMENT NO. 4 TO PROJECT AGREEMENT  
LADD ROAD AND MCHENRY AVENUE PROJECT  
(Traffic Congestion Relief Project "H")

This Amendment is made and entered into on March 31, 2009, in the City of Modesto, State of California, by and between the County of Stanislaus ("COUNTY") and Wood Rodgers, ("CONSULTANT"), for and in consideration of the promises, and the mutual promises, covenants, terms, and conditions, hereinafter contained.

1. The original Project Agreement No. 2004-1 is amended to revise Paragraph No. 2 of Section C, Compensation, to provide post-design support during construction in the amount of \$20,000 per the attached letter dated February 27, 2009.

**COMPENSATION**

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed the Amendment amount of \$533,820.78.

**2. INDEMNIFICATION**

Paragraph 7 of Master Agreement is amended to read as follows:


- 7.1 **Indemnification:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.
- 7.2 **Duty to Defend:** The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.
- 7.3 **Duty to Cooperate:** Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.


- 7.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

In witness whereof, the parties have executed this Amendment effective on the date written above.

**COUNTY OF STANISLAUS**

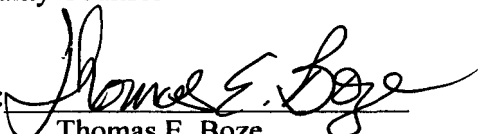
By:   
Matt Machado, Director  
Department of Public Works

**WOOD RODGERS**

  
Ali A. Hemmati, PE  
Principal

**APPROVED AS TO FORM**

John P. Doering,  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel





February 27, 2009

Chris Brady, PE  
Project Manager  
Stanislaus County Public Works Department  
1716 Morgan Road,  
Modesto, CA 95358

Re: Request for Amendment No. 4, McHenry Ave/ Ladd Rd Signalization Project

Dear Mr. Brady,

In accordance with our discussions, this letter is to request Amendment No. 4 to Project Agreement No. 2004-1 between Stanislaus County and Wood Rodgers to add budget to provide post-design support during construction of the Ladd Road / McHenry Avenue Intersection Signalization project. The existing budget does not provide for post-design support. Post-design support will include providing consultation to Stanislaus County as requested during bidding and construction. Bidding support may include responding to bidder's inquiries, attending a pre-bid meeting or assisting with bid evaluation. Construction support may include attending the pre-construction meeting, reviewing submittals and/or shop drawings for fabricated materials and the Contractor's SWPPP, interpretation of construction documents, consulting regarding contractor proposals for design changes, preparation of plan or specification revisions, etc.

We hereby request an **increase in the contract budget of \$20,000** to provide post-design support. This budget will only be used as requested by Stanislaus County's project manager, and will not be exceeded. This will increase the overall budget from \$513,820.78 to a new total of \$533,820.78.

Thank you for your consideration. The plans, specifications and estimate are substantially complete at this time. We look forward to completing this project promptly.

Sincerely,

Ali A. Hemmati, PE  
Principal

cc: Keith Hallsten, PE, Project Engineer

8088.001