

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

DEPT: Public Works *alld*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE August 6, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Amendment No. 1 to the Agreement with Rajappan & Meyer Consulting Engineers for Design Support Services During the Construction Phase of the SR 99/SR 219 (Kiernan Avenue) Interchange Project

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 1 to the Agreement with Rajappan & Meyer Consulting Engineers for design support services during the construction phase of the SR 99/SR 219 (Kiernan Avenue) interchange project.
2. Authorize the Director of Public Works to execute the amendment.

FISCAL IMPACT:

The contract for the Plans, Specifications, and Estimate (PS&E) phase of work for the SR 99/SR 219 (Kiernan Avenue) interchange project was funded with Public Facility Fee funds. The original contract cost of the services for the PS&E phase of the interchange project was \$5,499,163. At this time, an additional \$250,000 is needed to perform design support services during the construction phase of the project; bringing the total contract amount to \$5,749,163. The additional funds necessary for design support services will be funded with the Proposition 1B - State Route 99 Bond Savings funds allocated to the construction phase of the project on June 27, 2012.

BOARD ACTION AS FOLLOWS:

No. 2013-396

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Amendment No. 1 to the Agreement with Rajappan & Meyer Consulting Engineers for Design Support Services During the Construction Phase of the SR 99/SR 219 (Kiernan Avenue) Interchange Project

DISCUSSION:

Stanislaus County, in cooperation with California Department of Transportation (Caltrans) District 10, is in the process of reconstructing the SR 99/SR 219 (Kiernan Avenue) Interchange in the Salida community. This project will help facilitate future growth, help alleviate traffic congestion, and will improve the operation of this interchange. Increasing the efficiency of the interchange will also encourage the free flow of goods and services for the region and the State. Two build alternatives and the no-build alternative were proposed and studied for this interchange. Alternative #1 was the preferred and selected alternative and was estimated to cost approximately \$45 million for environmental, design, right-of-way acquisitions, utility relocations, and construction.

The interchange improvements include reconstruction of the existing interchange to provide improved operations for turning movements to and from SR 99, as well as associated local road improvements at adjacent intersections.

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) clearance was obtained on May 25, 2011 by Caltrans. An Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact was prepared, circulated, approved, and adopted by Caltrans. Acting as a responsible agency, the County Board of Supervisors adopted the environmental document on July 17, 2012. There are no significant environmental impacts of the proposed project.

An agreement with Rajappan & Meyer Consulting Engineers (R&M) for the PS&E phase of the project was entered into in September of 2010. The design phase of the project, including right of way certification, was completed on May 14, 2012. The Board adopted the plans and specifications for the project on July 17, 2012 and awarded the construction contract to O.C. Jones & Sons, Inc. on December 4, 2012. The project broke ground in April of 2013 and is expected to be completed in October 2015.

During the construction phase of the project, it is imperative to have the design consultant as part of the project delivery team. Amendment No. 1 will allow R&M to support the County and the County's construction management firm with as-requested design services throughout construction. R&M's services will include reviewing material submittals which include pre-stressing, joint seal assemblies, electrical components, sound walls, foundations, closed circuit television, structural bridge components, storm drain pump station equipment, and traffic signal and lighting shop drawings. They will also assist in answering requests for information, preparing revised drawings and other change order related documents, preparation of as-built drawings, and maintaining and updating the project history file. R&M will be responsible for performing, reviewing, and approving any design revisions during construction.

Approval of Amendment No. 1 to the Agreement with Rajappan & Meyer Consulting Engineers for Design Support Services During the Construction Phase of the SR 99/SR 219 (Kiernan Avenue) Interchange Project

Public Works staff recommends Board approval of Amendment No. 1 to assure timely and compliant delivery and design review of construction activities on the interchange project.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by providing the necessary design services during the construction phase of the interchange project to ensure efficient delivery of the project.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Director of Public Works. Telephone: (209) 525-4130.

CB:la

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FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN
COUNTY OF STANISLAUS AND RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.
State Route 99/Kiernan Avenue Interchange Project
Plans, Specifications and Estimate Services

This Amendment is made and entered into this 6th day of August, 2013, in the City of Modesto, State of California, by and between the County of Stanislaus ("County") and Rajappan & Meyer Consulting Engineers, Inc. ("Consultant"), for and in consideration of the promises, and the mutual promises, covenants, terms, and conditions, hereinafter contained.

WHEREAS, on September 21, 2010, the Stanislaus County Board of Supervisors approved a Professional Design Services Agreement ("Agreement") with Consultant to prepare the Plans, Specifications and Estimate documents for the State Route 99/Kiernan Avenue Interchange Project; and,

WHEREAS, there is a need to provide services during the construction period of this project; and,

WHEREAS, an increase in the maximum amount of the Agreement from \$5,499,163.00 to \$5,749,163.00 - (Original Agreement \$5,499,163.00 + First Amendment \$250,000 = \$5,749,163.00); is necessary to cover work as stated in Exhibit "A", attached hereto and made a part of this Amendment.

NOW THEREFORE, the parties agree as follows:


Section 1.1 Scope of Services is amended to include additional services as shown in Exhibit "A" attached hereto and made a part of this Amendment.

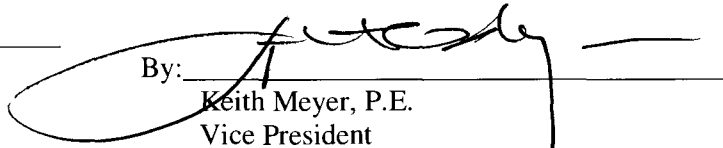
Section 2.1 Compensation is amended to include additional fees of \$250,000 as shown in Exhibit "A" attached hereto and made a part of this Amendment. Consultant's compensation shall in no case exceed Five Million Seven Hundred Forty-Nine Thousand One Hundred Sixty-Three Dollars (\$5,749,163.00)

IN WITNESS WHEREOF, the parties have executed this First Amendment effective on the date written above.

COUNTY OF STANISLAUS

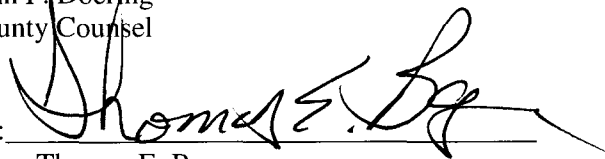
RAJAPPAN & MEYER CONSULTING
ENGINEERS, Inc.

By: 
Matt Machado, Director
Department of Public Works

By: 
Keith Meyer, P.E.
Vice President

APPROVED AS TO FORM

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



Memorandum

EXHIBIT A

March 6, 2013

To: Chris Brady
Stanislaus County Department of Public Works

From: Keith Meyer
Rajappan & Meyer Consulting Engineers, Inc.

RE: SR-99/Kiernan Interchange Construction Period Design Support

Dear Chris;

We are pleased to submit the attached amendment to our design contract to provide construction period services on the subject project. This proposal covers the following services:

Overview:

Construction of the SR-99/Kiernan Interchange Project will be the responsibility of Stanislaus County. R&M shall be under contract to the County to support the County and the County's Construction Manager during the construction period with as-requested design services. R&M shall not proceed with this work until approved by the County. Should the budget for this phase be exhausted, R&M shall request and justify additional budget. R&M will maintain and RFI log and place a reference number on every request. Design services are required for completion of the construction of the SR-99/Kiernan Interchange Project from March 2013 through December 2015. All work will be completed on a time and materials basis based on billing rates contained in Attachment I.I.

Task I – Management/Coordination Activities:

Rajappan & Meyer (CONSULTANT) (R&M), under this Contract, will provide management for its effort for the duration of the construction schedule. The construction schedule is anticipated to be 30 months. The management functions are described in detail in the following:

- a. Interface with County's Construction Manager to assure responsiveness and format consistency of all deliverables and responses.
- b. Coordinate design effort with all team members, including subconsultants.
- c. Attend coordination meetings or field visits as requested. 20 meetings and/or visits are budgeted.
- d. Submit invoices every four weeks to the County. The invoices will segregate costs by task activity; invoices will include the status of the current billings compared to established budgets.
- e. Maintain and update the Project History File (PHF) in a format consistent with the Caltrans Central Region PHF requirements.



Memorandum

Task 2 - Construction Period Services:

R&M and/or its subconsultants as appropriate will provide services to the County such as reviewing contractor submittals, calculations, and reviewing change orders at the request of the County or the County's Construction Manager. Activities may include appropriate recommendations and documentation of the Team's activities. For each response that may require more than 20 hours to complete, R&M shall prepare a brief scope and budget for approval by the County. R&M shall not proceed with work until approved by the County. Should the budget for this phase be exhausted, R&M shall request and justify additional budget.

- a. Requests for Information. R&M shall furnish supplemental information and clarifications as requested by County or the County's Construction Manager. Responses shall be made via email, within 2 days of receipt. R&M shall advise if responses require greater time to complete.
- b. Submittal Review. R&M and/or its subconsultants shall review as requested by County or the County's Construction Manager various project submittals, including pre-stressing, joint seal assemblies, electrical components, soundwalls, foundations, CCTV and bridge railing shop drawings, precast box culvert; traffic signal and street lighting submittals, as submitted by the Caltrans for review. Responses shall be made via email, within 5 days of receipt. R&M shall advise if responses require greater time to complete. **The County or the County's Construction Manager shall make all structural submittals first to Caltrans Office of Structure Design (OSD), and direct OSD to forward their completed review to R&M once they are complete.**
- c. Change Orders. R&M shall prepare drawings and change orders required due to requests of County or the County's Construction Manager. For each CCO requested, R&M shall prepare a scope and budget for approval by the County. R&M shall not proceed with work until approved by the County.

Task 3 – As-Built Drawings/PHF

R&M shall provide As Built Drawings based on Contractor's and/or Construction Manager's red-lined changes. Mark-ups will be electronically drafted on the original signed vellums, as per current Caltrans Guidelines. DWG and hard copy submittals will be made to Caltrans and the County. R&M will also assemble the final Project History File for transmittal to Caltrans.

Assumptions:

- The duration of the project construction will not exceed 30 months.
- A maximum of 20 site visits or meetings will be required over the course of construction.
- Responding to RFIs and developing associated CCOs to address alternative construction method requests, or unforeseeable construction field issues (contractor scheduling, contractor equipment limitations, 3rd party coordination/limitations, undocumented existing conditions, etc) that could not typically have been anticipated during design development is included in the scope of services up to the budget limit. Should the budget for this phase be exhausted, R&M shall request and justify additional budget.
- Final right of way record maps are additional services
- Major CCO's requested by the County or the County's CM will require additional budget.



Memorandum

- Construction staking, additional surveys, right of way record maps and/or construction management is not included in R&M's work.

We propose to provide the above scope of services on a time and materials basis, with a budget of \$250,000, including expenses. This will supplement our remaining budget in the design phase, which will be used for any CCO's

Thank you very much for retaining R&M for this service, we have enjoyed working with the County immensely on this important project.

Should you have any questions, please do not hesitate to call.

Sincerely,

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Keith G. Meyer', with a long horizontal flourish extending to the right.

Keith G. Meyer, P.E.
Vice President
KEITH@RMENGINEERS.COM

Attachment I.I
COMPENSATION, INVOICING AND PAYMENT

Fixed Billing Rate Agreement

CONSTRUCTION PERIOD DESIGN SUPPORT SERVICES
FOR THE SR 99/KIERNAN AVENUE INTERCHANGE PROJECT

Item A. Basic Compensation

The maximum amount of compensation for this Amendment to be paid to CONSULTANT shall be \$250,000 for completion of services described in the Scope of Services Letter. The CONSULTANT shall not begin work or incur charges for work, until Stanislaus County provides a written Notice to Proceed.

CONSULTANT may reallocate effort among tasks within a Task, in order to accommodate varying project requirements, with prior notification to Stanislaus County.

CONSULTANT shall, during the term of this AGREEMENT, invoice Stanislaus County every four weeks for services performed under this AGREEMENT during the previous four-week period. Providing the services covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, Stanislaus County shall pay CONSULTANT the amount shown on the invoice within thirty (30) days of receipt of the invoice.

The invoice shall describe the topics and tasks completed during the invoice period in accordance with the Schedule of Project Fees and the Schedule of Charge Rates, incorporated herein. The invoice shall list the hours expended, with charge rates, and reimbursable expenses in accordance with the schedule of charge rates, incorporated herein. The invoice shall also show the total to be paid for the invoice period.

Hourly Billing Rates*

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.

<u>Professional Classifications</u>	<u>Per Hour</u>
Principal Manager	\$ 295.00
Structural Manager	\$ 260.00
Engineering Manager	\$ 240.00
Design Manager	\$ 180.00
Project Engineer	\$ 125.00
Assistant Project Engineer	\$ 94.00
Administrative	\$ 90.00

*Billing rates include direct salary, overhead, fringe benefits and allowance for profit on labor.

Subconsultants

At Cost

Attachment I.1
COMPENSATION, INVOICING AND PAYMENT

Fixed Billing Rate Agreement

CONSTRUCTION PERIOD DESIGN SUPPORT SERVICES
FOR THE SR 99/KIERNAN AVENUE INTERCHANGE PROJECT

Services and Expenses

Mileage	\$.50/mile
Fax	\$ 1.00/sheet
Copies	\$.12/sheet
Black and White Plots	\$ 5.00/sheet
Color Plots	\$ 10.00/linear foot
CADD Computer Time	\$ 10.00/hr.

Other Direct Costs

Photocopying, blueprints, photo developing (at cost)

Cost Reimbursement Costs

Commercial services (e.g., printing, computer time, laboratory fees, materials and suppliers) are billed as other direct reimbursement costs.

*Billing rates include direct salary, overhead, fringe benefits and allowance for profit on labor.

All project costs, including material costs, shall be absorbed into the CONSULTANT'S hourly rates, except those expressly identified in the Schedule of Charge Rates above.

All charge rates as shown above are effective from the date of execution of this agreement, after which time the rates are subject to annual adjustment in January of each year. CONSULTANT shall notify Stanislaus County in writing of new billing rates. No change in project budgets shall be made by CONSULTANT due solely to charge rate changes.

The following Attachment IA summarizes CONSULTANT'S level of effort and budget anticipated for the project. This chart is for information only. The Consultant shall be allowed to adjust effort among tasks as needed to complete the work.

Item B. Additional Services Compensation

Compensation for additional services that may be required during the execution of this contract shall be based on billing rates at the time of agreement of additional services. CONSULTANT shall not begin work or incur charges for any additional service, until Stanislaus County provides a written amendment and Notice to Proceed.

Rajappan & Meyer Consulting Engineers, Inc.**PROJECT EFFORT AND BUDGET BY TASK****SR 99/Kiernan Avenue Design Services During Construction Support**

Person	1. Project Management	2a. Submittal Review	2b. RFIs	3. As - built/PHF	TOTAL	
Principal Manager	60	0	0	0	60	
Senior Structural Manager	0	60	80	40	180	
Senior Design Manger	40	60	80	80	260	
Senior Project Engineer	0	60	80	0	140	
Project Engineer	0	60	0	0	60	
Assist. Proj. Engineer	0	120	140	150	410	
Admin	60	0	0	0	60	
Total R&M Hours	160	360	380	270	1,170	
TOTAL HOURS	160	360	380	270	1,170	
Estimated R&M Labor Cost						
		Bid Period Changes				
Title	Hourly Rate	1. Project Management	2a. Submittal Review	2b. RFIs	3. As - built	TOTAL
Principal Manager	\$295	\$17,700	\$0	\$0	\$0	\$17,700
Senior Structural Manager	\$260	\$0	\$15,600	\$20,800	\$10,400	\$46,800
Senior Design Manger	\$240	\$9,600	\$14,400	\$19,200	\$19,200	\$62,400
Senior Project Engineer	\$180	\$0	\$10,800	\$14,400	\$0	\$25,200
Project Engineer	\$125	\$0	\$7,500	\$0	\$0	\$7,500
Assist. Proj. Engineer	\$94	\$0	\$11,280	\$13,160	\$14,100	\$38,540
Admin	\$90	\$5,400	\$0	\$0	\$0	\$5,400
SUBTOTAL LABOR		\$32,700	\$59,580	\$67,560	\$43,700	\$203,540
Other Direct Costs						
Travel		\$1,360	\$0	\$0	\$0	\$1,360
Printing/Copying		\$500	\$500	\$500	\$1,000	\$2,500
Deliveries		\$1,000	\$0	\$0	\$100	\$1,100
NOLTE		\$0	\$4,300	\$3,000	\$2,500	\$9,800
BRI		\$0	\$0	\$1,000	\$0	\$1,000
LSA Associates		\$0	\$0	\$1,000	\$0	\$1,000
Parikh		\$0	\$5,000	\$0	\$0	\$5,000
AEC		\$0	\$5,000	\$3,000	\$0	\$8,000
DCAA		\$0	\$3,000	\$2,000	\$0	\$5,000
CADD		\$1,600	\$3,600	\$3,800	\$2,700	\$11,700
SUBTOTAL ODC's		\$4,460	\$21,400	\$14,300	\$6,300	\$46,460
TOTAL		\$37,160	\$80,980	\$81,860	\$50,000	\$250,000