

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

DEPT: Public Works

BOARD AGENDA # *C-2

Urgent

Routine

AGENDA DATE October 20, 2015

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Amendment to the Professional Design Services Master Agreement with Caldrop Corporation for On-Call Construction Management Services through May 21, 2017

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 1 to the Professional Design Services Master Agreement with Caldrop Corporation in the amount of \$500,000 and extend the Agreement for an additional 12 months to expire on May 21, 2017.
2. Authorize the Public Works Director to sign the amendment.

FISCAL IMPACT:

The Public Works Department construction scheduled for the the next year and a half will require continued assistance in construction management services, yielding costs up to approximately \$500,000. Amendment No. 1 will increase the Agreement from \$750,000 to \$1,250,000. Funds for construction management services will be authorized at each project's Board approval or award phase of the construction contract. These funds shall not exceed the maximum \$1,250,000 total agreement amount through May 21, 2017. Funding is available in the Adopted Final Budget for Fiscal Year 2015-2016.

BOARD ACTION AS FOLLOWS:

No. 2015-475

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote.

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Over the next year and a half, the construction division foresees the need for Caltrop Corporation to continue providing on-call construction management services for the division. This need is being driven by the following:

- The Public Works projects that Caltrop Corporation now manages will cause the current 3-year master agreement budget threshold to be exceeded;
- The anticipated construction of several Public Works projects over the next year and a half, including the Regional Surface Transportation Program – Phase J and Phase K roadway improvement projects, three canal bridge replacement projects, and an urban slurry seal project; and,
- The management of the Woodward Reservoir Muir Point and T-Island campground project for the Parks Department.

The construction phase for all Public Works improvement projects includes the on-site management of the project and the administration of the contract. The management/administration of the project ensures that the contractor is providing construction results at the standard required by the approved plans and specifications and that all contract obligations are being met. This phase of a project is managed by the construction division within the Public Works Department.

Public Works staff continues to experience instances where several projects are under construction simultaneously, leaving more than one project with no staff coverage. To avoid missing delivery dates and the possible loss of State and Federal funding, it is important that the construction division is prepared to deliver all the current and upcoming projects on schedule. Therefore, the Department continues to be in need of construction management services from Caltrop Corporation.

In anticipation of construction projects planned in fiscal years spanning from 2013 through 2016, the Public Works Department publicly posted a Request for Proposal (RFP) in February 2013 for on-call construction management services. On May 21, 2013, the Board of Supervisors approved a Professional Design Services Master Agreement with Caltrop Corporation. The Master Agreement will expire on May 21, 2016, and has an option for a time extension. Public Works staff has created a successful working relationship with Caltrop Corporation over the last two and a half years. To maintain seamless delivery of current and future projects, staff recommends extending the term of the master agreement for an additional 12 months and to increase the agreement by \$500,000, a total not to exceed amount of \$1,250,000, per the amendment documents.

Approval of an Amendment to the Professional Design Services Master Agreement with Caltrop Corporation for On-Call Construction Management Services through May 21, 2017

POLICY ISSUES:

The recommended actions support the Board's priorities of providing A Safe Community, A Healthy Community and A Well-Planned Infrastructure System by ensuring quality work is performed on all Public Works Projects.

STAFFING IMPACT:

Existing Public Works staff will manage and oversee the services of the construction management firm.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4153.

ATTACHMENT:

Amendment No. 1 – Caltrop Corporation

STANISLAUS COUNTY

First Amendment to Professional Design Services Master Agreement

This Amendment is made and entered into this 20th day of October, 2015, in the City of Modesto, State of California, by and between the County of Stanislaus ("County") and Caltrop Corporation, ("Consultant"), for and in consideration of the mutual covenants and conditions contained herein.

WHEREAS, on May 21, 2013, the Stanislaus County Board of Supervisors awarded a Professional Design Services Master Agreement ("Agreement") to Consultant, in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000), for on-call construction management services for Public Works construction projects from May 21, 2013 to May 21, 2016;

WHEREAS, an increase of funds and an extension of the agreement is necessary to maintain seamless delivery of current and future projects;

WHEREAS, it has been determined that there will be insufficient funds to cover construction management costs by December 31, 2015;

WHEREAS, an increase of \$500,000 to the Agreement is necessary to cover current and future projects;

\$ 750,000	Agreement
<u>\$ 500,000</u>	First Amendment
\$1,250,000	Total

WHEREAS, the new fee schedule (Exhibit 1-A) will go into effect January 1, 2016, attached hereto and made a part of this Amendment;

WHEREAS, the term of the Agreement may be extended for an additional twenty-four months as stated in the Agreement, Section 4.1 - Term;

WHEREAS, the Public Works Director has determined that a twelve month extension of the Agreement is necessary;

NOW THEREFORE, the parties agree as follows:

1. Section 2.1 of the Agreement is amended to read as follows:

Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in this First Amendment, attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the

hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Agreement shall in no case exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) for the forty-eight (48) month term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2. Section 4.1 of the Agreement is amended to read as follows:


Term. This Agreement shall commence on May 21, 2013 and continue for a period of forty-eight months until May 21, 2017, or until all work on each project let during the forty-eight month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Additionally, the term of this agreement may be extended for an additional twenty-four months by the parties mutual agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect.


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

COUNTY OF STANISLAUS

CALTROP CORPORATION

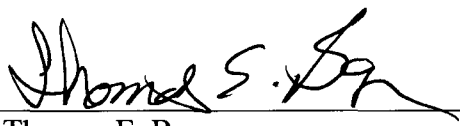
By: 

Matt Machado, Director
Department of Public Works

By: 

Javad Rassouli
Chief Operating Officer

APPROVED AS TO FORM
John P. Doering
County Counsel

By: 

Thomas E. Boze
Assistant County Counsel

5. Estimated Billing Rates

The below table represents our current 2016 classification rates.

EXHIBIT 1-A

Schedule of Rates

Principal	\$215 - \$273
Construction Manager	\$180 - \$273
Senior Claims Analyst	\$158 - \$240
Claims Analyst	\$130 - \$219
Senior Resident Engineer – Registered	\$185 - \$240
Resident Engineer	\$165 - \$219
Assistant Resident Engineer	\$130 - \$208
Resident Bridge Engineer – Registered	\$180 - \$240
Structures Inspector	\$160 - \$197
Construction Inspector (Roadway and Bridge)	\$130 - \$175
Public Works Inspector	\$130 - \$175
Senior Schedule Analyst	\$164 - \$197
Senior Scheduler	\$142 - \$175
Scheduler	\$120 - \$160
Office Engineer / Administrative Staff	\$109 - \$164

Notes

- Overtime rate for field personnel will be charged in accordance with State and Federal Law.
- Field Vehicles, Computer and Cell Phone will be charged at \$12 per hour.
- Direct Project Expenses will be charged at cost plus 10 percent.
- Rates are subject to Prevailing Wage requirements and changes.
- All rates apply through December 2016. Rates from January 2017 on are increased by the current published CPI or minimum 3% per year.