RESOLUTION - ACTION REQUESTED 2020-217

MEETING: April 28, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Change Order 1 with Kleinfelder for Geotechnical Services

RECOMMENDATION AND JUSTIFICATION:
Approve Change Order 1 with Kleinfelder for Geotechnical Services in an Amount Not to Exceed $4,942.50; and Authorize the Public Works Director to Sign the Change Order.

The Change Order 1 includes all necessary construction inspection and testing of the shoulders, road base, and pavement compaction.

If you recall this project paving was delayed due to weather and additional paving was added to the approaches to these bridges to make for a safer transition all of which CalOES approved of. This change Odder reflects this additional work.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The damage from the 2018 storms entailed repairs that required Geotechnical testing Services. The original Agreement consisted of various project design recommendations and testing of the existing conditions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the additional work required will not be completed.

FINANCIAL IMPACT:
This is a CalOES Funded Project that carries a 25% Local Share Component.

ATTACHMENTS:
Kleinfelder, Inc 20-031 Hornitos Rd (PDF)
Kleinfelder Change Order 1 20-031 Hornitos Bridges (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
STATE OF CALIFORNIA – County of Mariposa

CONTRACT CHANGE ORDER

<table>
<thead>
<tr>
<th>CCO No.</th>
<th>Suppl. No.</th>
<th>Contract No.</th>
<th>Project Description</th>
<th>Federal/State Number(s)</th>
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<tbody>
<tr>
<td>01</td>
<td>0301-1806-18</td>
<td>20-031</td>
<td>Hornitos Road P.M. 18.75 to 22.65 Permanent Pavement, Shoulder, and Guardrail Repair – Over Odom, Corbet, and Bear creeks</td>
<td>DSR 4983</td>
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</tbody>
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To: **Kleinfelder, Inc.**, Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities, prices to be paid and extension of time. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

CONTRACTOR is hereby authorized to make the following changes:

**Description:** Provide construction Geotechnical services at three locations along Hornitos Road; crossing Odom, Corbet, and Bear creeks; AB and shoulder backing compaction, AC density testing, and field observation and recommendations based on what is observed in the field. To include site and lab testing, and travel to sites.

**THIS CHANGE ORDER PROVIDES FOR:** The increase in materials, labor and two (2) additional working days as described above.

**Extra Work Itemized Sum (EWIS)**

The change in Payment shall be increased at an Itemized Sum price not to exceed of $4,942.50 (T). (Four Thousand nine hundred forty two and fifty cents)

The change increases the allowable working days by two (2) days. The allowable end date is extended to April 6, 2020.

In accordance with CT 2010 SS Section 4-105 "Changes and Extra Work; furnish all labor, material and equipment at Extra Work Agreed Itemized Sum (EWIS). The sum constitutes full and complete compensation for labor, materials, equipment, vehicles, tools and incidentals including all markups for this change.

**Attachments:**

- Proposal to Provide Construction Materials Testing Services, Kleinfelder Project No.: LOCALMKT.WEOH, dated December 24, 2019

<table>
<thead>
<tr>
<th>Bid Amount: $ 3,349.00</th>
<th>Estimated Cost: [ ] Decrease</th>
<th>[X] Increase</th>
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<tbody>
<tr>
<td>Total CCO's Amount: $ 4,942.50</td>
<td>CCO#1 is 146 %</td>
<td>Adjusted Amount: $ 8,291.50</td>
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By reason of this order the time of completion will be adjusted as follows:

<table>
<thead>
<tr>
<th>Submitted by</th>
<th>(Print name &amp; Title)</th>
<th>Date</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Cheryl Jay, Roads and Bridges Manager</td>
<td>2-3-20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved by Engineer</th>
<th>(Print name &amp; Title)</th>
<th>Date</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Gary Brown, County Engineer</td>
<td>2/3/2020</td>
</tr>
</tbody>
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<tr>
<th>Approved by Director</th>
<th>(Print name &amp; Title)</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Mike Healy, Director, Public Works &amp; Transportation</td>
<td>4/7/2021</td>
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<tr>
<th>Approved As to Form by County Counsel</th>
<th>(Print name &amp; Title)</th>
<th>Date</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Steven W. Dahlem, County Counsel</td>
<td>4-28-20</td>
</tr>
</tbody>
</table>

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

<table>
<thead>
<tr>
<th>Contractor Acceptance by</th>
<th>(Print name &amp; title)</th>
<th>Date</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Stephen P. Robinson, Principal</td>
<td>1/30/20</td>
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</table>
January 28, 2020
Kleinfelder Proposal No.: LOCALMKT.WEOH
UPDATED PER EMAIL 3/25/2020

Ms. Joan Zierott
Department of Public Works, Mariposa County
4639 Ben Hur Road
Mariposa, California 95338
E-mail: jzierott@mariposacounty.org

Subject: Proposal to Provide Construction Materials Testing Services
Permanent Pavement, Shoulder, and Guardrail Repair of
Hornitos Road from P.M. 18.75 to P.M. 22.65 Over Odom Creek, Corbet Creek,
and Bear Creek Projects # 0301-1806-18
Mariposa County, California

Dear Ms. Zierott:

Kleinfelder West, Inc. (Kleinfelder) is pleased to present this proposal to provide construction materials testing and special inspection services for the proposed Permanent Pavement, Shoulder, and Guardrail Repair of Hornitos Road from P.M. 18.75 to P.M. 22.65 Over Odom Creek, Corbet Creek, and Bear Creek Projects # 0301-1806-18, located in Mariposa County, California. The purpose of our services will be to provide Mariposa County (or your representative) and your design professionals with field data and information in order to assess compliance with the project plans and specifications. We welcome the opportunity to be part of the Project Team. The following proposal presents: our understanding of the project, the scope of services we anticipate providing, an estimate of our fees, authorization, and our limitations.

PROJECT UNDERSTANDING

We understand that the project will consist of the Repair of Hornitos Road from P.M. 18.75 to P.M. 22.65 Over Odom Creek, Corbet Creek, and Bear Creek elements of construction include subgrade compaction, aggregate base placement, hot mix asphalt pavement, shoulder backing material placement, and guardrail repair in accordance with the 2018 Caltrans Standard Specification. This project falls under the jurisdiction of the County of Mariposa.

Our understanding of the project was based on our experience with similar projects in the same jurisdiction and a cursory review of the following documents:

- Project Bid Book titled “Permanent Pavement, Shoulder, and Guardrail Repair of Hornitos Road from P.M. 18.75 to P.M. 22.65 Over Odom Creek, Corbet Creek, and Bear Creek Due to March 2018 State Declared Disaster Projects # 0301-1806-18” dated, November 2019 prepared by Mariposa County.

If the project understanding is different than described, please contact us so we can adjust our scope.
SCOPE OF SERVICES

The scope of services for this project was based on information provided by Joan Zierott, representing the County of Mariposa. The estimated durations, quantities and services should be considered approximate and also subject to change based on the contractor's actual methodology and work schedule. Kleinfelder will provide a project manager to coordinate and provide oversight of our field personnel for our services. The project manager and main point of contact assigned to this project is anticipated to be Kathlien Red. The project manager will receive support from Amy James, our dispatcher, and Steven Davis, our Senior Project Manager. Kleinfelder will staff the project from our Merced office with inspectors and technicians appropriately certified and approved by the jurisdictional authority to perform inspection services on each element of work being observed, tested, or inspected. The following lists the anticipated scope of services to be provided by Kleinfelder:

TASK 1 – Soils Observation and Testing

A.) We will provide an engineering technician on a periodic basis to observe earthwork construction and perform density testing to evaluate condition and adherence to the project plans and specifications.

B.) Our Project Manager will review the daily progress reports during foundation excavation and slab subgrade observation. Items found in non-compliance with the project requirements will be brought to the immediate attention of the general contractor, designated design professionals, and your representative.

Our estimate does not include geotechnical engineering consultation. If these services are required, Kleinfelder can perform these services at an additional cost.

TASK 2 – Miscellaneous Materials Testing

A.) Asphalt Concrete Testing

Our services will include periodic field density testing and observations during placement of asphalt concrete pavement. Batch tickets will be periodically verified for conformance to the project plans, samples will be obtained at the project site and delivered to our laboratory for testing.

B.) Laboratory Testing Services

Laboratory testing will be performed in conjunction with the field testing and observation described above in accordance with the plans, specifications, and local jurisdictional requirements to evaluate that the materials comply with project requirements and are suitable for their intended use.

TASK 4 – Project Management & Reports

A.) Project Management

Our Project Manager will review the daily reports during construction. Items found in non-compliance with the project requirements will be brought to the immediate attention of the general contractor’s construction superintendent, designated design professionals, and your representative.
Our project manager is also responsible for providing qualified personnel, supervision, invoice review per the contract, provide oversight of our services and communication with the client and design team.

B.) Reports
Our certified field staff will prepare daily reports detailing work items observed with a copy provided to the owner and the general contractor’s superintendent on-site prior to leaving the site of via email. If requested, at the completion of the project our project manager will prepare a final summary report to document the services we have performed.

It should be noted our services will not include: (1) supervision, direction, or acceptance of the contractor’s work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by the Client in writing); or (4) job site safety.

ESTIMATED FEES

Based on the scope of services provided, we have developed a tentative budget estimate of

*** $4,942.50 *** which includes a contingency amount of $1,215.00. Should the construction schedule require a lesser or greater amount of service than that estimated herein, the cost for construction testing services would vary accordingly. A detailed summary of our estimated fees is presented in Attachment A, for your review.

We propose our services be compensated on a time-and-expense basis based on 2-hour minimums for our inspectors, with hourly increments thereafter. It should be noted that the fee rates shown in Attachment A are inclusive of labor costs and standard equipment charges. Equipment that is non-standard (core drilling, rebar locators, floor flatness equipment, etc.) will be invoiced on a per unit use basis in accordance with our current fee schedule. Mileage charges will be invoiced at a rate of $0.80 per mile. All services will be invoiced on a portal-to-portal basis from our Merced office. Services requested and not listed in this proposal may be provided and will be charged in accordance with our 2020 Central Valley Fee Schedule.

While we are diligent in our review of the project schedule and plans, it may be possible for deviations to occur once the project has begun. The actual cost of our services will depend largely on the contractor’s efficiency and actual schedule and progress, as well as impact of weather and work stoppages, all of which are beyond our control. Our total fees may also fluctuate depending on the quality and performance of the construction materials used in addition to the contractor’s approach and scheduling of construction sequences, work force, and jurisdictional requirements and events, which occur during the course of the project that cannot always be predicted in advance.

We will attempt to coordinate our services with the contractor’s site superintendent to efficiently service the project. It should be noted that the fees above do not anticipate overtime work on the project. If overtime is required, the rates associated with overtime work are at 1.5 times the listed hourly rates in Table 1. Overtime for our services is defined as work on the project by a single person in excess of 8 hours per day and all time on weekends, night shifts and holidays. If samples are required to be picked up during the weekend and/or night shift to comply with testing requirements, it will incur a 2-hour minimum charge; weekend and/or night shift services will incur a 4-hour minimum charge; holidays will incur an 8-hour minimum charge. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this
proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees in order to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

ASSUMPTIONS

During our proposal preparation certain assumptions were required based on the schedule provided by the contractor and our review of the project plans. Based on information available during our preparation of this proposal the following assumptions apply:

- The project will be subjected to California’s Prevailing Wage Law for Public Works projects.
- Kleinfelder assumes the contractor’s schedule is based on a regular 8-hour day, five days a week, and weekend or night swing shifts are not anticipated.
- It is anticipated work will be conducted during standard construction hours (6AM – 4PM).
- This proposal excludes the cost of any equipment (i.e. scaffold, scissor lifts, telescopic booms, ladders, shoring, etc.) to gain access to any area requiring inspection or sampling of materials.
- All information gathered during work performed by Kleinfelder is considered confidential and will be released only upon written authorization by the Client or as required by law.

This proposal may be subject to modification upon receipt of an updated construction schedule, plans, and/or specifications for the project or should additional staff or equipment be required to meet adjustments to the contractor’s schedule or convenience.

AUTHORIZATION

A signed original of the attached Master Services Agreement (MSA) and Work Order with our proposal attached returned to this office will serve as our formal authorization to proceed. The general conditions within our attached Master Services Agreement are considered an integral part of this proposal. Please note that all conditions included in this proposal and our current Master Services Agreement will be in effect during this work. If time is a critical factor, we are prepared to provide our services on a signed facsimile of the MSA and Work Order. If a facsimile is received, we will assume all conditions in this proposal are acceptable and in effect until receipt of the signed original Work Order. If a different contract is required or requested, we would be pleased to discuss this option with you; however, some delays may be incurred in order to review the agreement.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder’s profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder’s express permission. This proposal will remain valid for 30 days unless a longer period is specifically required by the RFP in which case that time
frame will apply. If a signed agreement is not received by that time, we may need to review the proposal scope, assumptions, and associated fees for performance of our services and issue a revised proposal.

Materials testing and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the project area at the time of our services. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

The fees presented in this proposal are based on prompt payment for services presented in Kleinfelder’s standard invoicing format. Additional charges will be applied for specialized invoicing and/or if backup documentation is needed. These special services will be charged on a time and expense basis. Late fees will be charged if payment is not received in accordance with terms contained in our contract.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

CLOSURE

We appreciate the opportunity to present our proposal for construction materials testing and inspection services to Mariposa County for this project and look forward to its forthcoming success. If you have questions regarding this proposal, our services and fees or if additional information is required, please contact our office at (209) 384-7552.

Sincerely,

KLEINFELDER, INC.

Kathleen Red
Project Manager

Rob Hill
Project Manager

Attachments: Attachment A – Cost Summary