RESOLUTION - ACTION REQUESTED 2021-218

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge

RECOMMENDATION AND JUSTIFICATION:
Approve a Fourth Amendment to Professional Services Agreement with Jacobs Engineering Group, Inc. to Extend the Term of the Agreement to December 31, 2023; Increase Compensation by $126,624 for a New Amount Not to Exceed $637,671.36; Change the Scope of Work for Construction Support Services for the Darrah Road Bridge Replacement Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This project is funded and administered by the Federal Highway Administration (FHWA) as part of the Federal Highway Bridge Program, Federal Transportation Bill, MAP-21. This Project has a 11.8% Local Share component which will be funded as an approved SB1 Project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 17, 2020 Resolution 2020-133 the Board authorized a Third Amendment to change the name of the company from CH2@MHILL, extend the term of the Agreement and increase compensation.

On October 8, 20019 Resolution 2019-590 the Board authorized a Second Amendment to extend the term of the Agreement.

On February 21, 2017 Resolution 2017-80 the Board authorized a First Amendment to increase the compensation and extend the term of the Agreement.

On September 9, 2014 the Board of Supervisors approved Resolution 2014-467 which was the basis for the original contract between the County and CH2M to provide professional Engineering Services for this Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the construction will not be completed and the overall project will be in jeopardy.

FINANCIAL IMPACT:
Resolution - Action Requested 2021-218

This project is funded largely through Federal Funds and has minimal impact to appropriated Engineering Funds.

ATTACHMENTS:
Jacobs 4th amd Darrah Rd Bridge (PDF)
Jacobs (CH2M) 3rd amd Darrah Bridge (PDF)
Jacobs (CH2MHILL) 2nd amd Darrah Bridge (PDF)
CH2MHILL 1st amd Darrah Rd Bridge (PDF)
CH2MHILL 14-045 #33 (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES, is made and entered into this 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County,” and Jacobs Engineering Group, Inc. (Formally CH2M Hill, Inc.), hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 9, 2014, wherein Contractor agreed to provide engineering services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1.01, “TERM,” is hereby amended to extend the term of the Agreement to December 31, 2023.

2. Paragraph 3.01, “SCOPE OF SERVICES” is hereby amended to provide that Contractor agrees to provide the following additional services: The new scope of services includes Construction Support including survey staking, site visits, submittal review, assistance with change orders, and creation of as-built plans per attached Exhibit “A”.

3. Paragraph 4.01, “COMPENSATION,” is hereby amended to provide that an additional One Hundred Twenty Six Thousand Six Hundred Twenty Four Dollars ($126,624) will be added to the original amount of Five Hundred Eleven Thousand Forty Seven Dollars 36/100 ($511,047.36), making the total compensation paid to Contractor not to exceed amount of Six Hundred Thirty Seven Thousand Six Hundred Seventy One Dollars 36/100 ($637,671.36).
4. Paragraph 4: Except as herein amended, the Agreement dated September 9, 2014 together with the First Amendment dated February 21, 2017, the Second Amendment dated October 8, 2019 and the Third Amendment dated March 17, 2020 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

[Signature]
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

[Signature]
Mark A. Wood
Jacobs Engineering Group, Inc.
(Formally CH2M)

COUNTERSIGNED: §25103

(Government Code §25103)

[Signature]
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Steven W. Dahlem
County Counsel

Last Revised: 3/5/2021
MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

DARRAH ROAD BRIDGE OVER WEST FORK CHOWCHILLA RIVER
REPLACEMENT PROJECT

PROFESSIONAL SERVICES AGREEMENT # 14-045
PROPOSED AMENDMENT NO. 4

SCOPE OF SERVICES

PREPARED FOR: Matt Hespnehide/Mariposa County
            Gary Brown/Mariposa County
COPY TO: File
PREPARED BY: Jeff Thomure/CH2M HILL Inc. (a subsidiary of Jacobs Engineering Group Inc.)
DATE: March 17, 2021

The purpose of these engineering consultant services is to provide Project Management and Construction Support Services for the replacement of the Darrah Road Bridge over West Fork Chowchilla River Replacement Project. The proposed scope and cost estimate for the engineering related construction support services are listed below.

Task 5 - Construction Support Services

Task 5.1 Project Management
The CONSULTANT will manage project tasks including work needed to:

- Lead, direct and monitor the project team
- Monitor a QA/QC Plan
- Prepare monthly progress reports
- Prepare monthly invoices

Monthly Progress Reports: As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Assumptions:
- Approximate 18-month construction duration, construction completed in 2024
Deliverables:
- Monthly progress reports and invoices

Task 5.2 Construction Support Engineering Services
The CONSULTANT will be involved during construction of the project to provide the services described below:
- Attend preconstruction meeting
- Preparation of construction staking notes
- Periodically visit the site to observe the construction and verify general compliance with the intent of the contract documents.
- Review and response to contractor requests for information and submittals related to design
- Review and comment on contract change orders
- Falsework check per Caltrans standard approach
- Preparation of as-built record drawings based on COUNTY provided plan mark-ups

The COUNTY will provide:
- Construction Staking (except as provided by CONSULTANT in Survey Services)
- Construction Inspection
- Construction Management (Resident Engineer)
- As-built plan mark-ups at completion of construction for as-built drawing preparation

Assumptions:
This task is an on-call task and services are limited to the budgets contained in the cost proposal, which is based on the following:
- Seven (7) Civil/structural site visits, two (2) persons per visit for three (3) site visits, others one-person, including attending preconstruction meeting
- Two (2) site visits by the Geotechnical Engineer to inspection in-situ subgrade material for bridge foundation acceptance
- Approximately ten (10) RFI reviews and responses
- Alternative In-Line Terminal Systems submittal review and response
- Bridge Removal Plan submittal review and response
- Stream Diversion Plan submittal review and response
- Roadway Closure Plan submittal review and response
- Falsework Shop Drawing submittal review and response
- Portable Temporary Signal System submittal review and response
- Five (5) Concrete Mix Design submittals review and response
- Four (4) Other submittals required by Standard Specifications
• Two (2) CCO review and comment
• 16 As-Built Plan Sheets (approximate 60 drafting hours assumed)
• Construction completed in 2024
• Expenses of $1,500 are allotted for travel (mileage, meals, etc.)

**Deliverables:**
• Construction staking notes
• RFI responses
• Checked submittals and shop drawings
• Contract change order plans
• As-Built Record drawings

**Task 5.3 Survey Services**

The CONSULTANT will stake the environmentally sensitive area shown on the project plans, set two (2) control points, and prepare a Record of Survey that accurately locates the three adjacent properties and the easements acquired by the COUNTY for the project. Documents of record will be used in the preparation of the survey.

The CONSULTANT will provide the survey services described below:

• Stake existing environmentally sensitive area adjacent to the bridge project area
• Coordinate with the County Surveyor’s Office to obtain their records and boundary resolution for upon which the recently-prepared easement legal descriptions were based
• Perform research of the Mariposa County public records database for current deeds, parcel maps, tract maps, and records of survey impacting the project area
• Prepare a preliminary boundary map of the project area using the public record documents, and generate search coordinates for boundary monuments and other boundary evidence
• In the field, tie to control that was set by the Mariposa County Surveyor’s Office; extend that control where necessary
• Search for field boundary monuments and other evidence in the field
• Resolve preliminary boundary map with the found evidence and prepare a final boundary map with survey-accurate property and right of way locations
• New boundary monuments that are missing within the project area will be set
• A Record of Survey will be filed with the Mariposa County Surveyor’s Office; the time to address up to two (2) sets of comments from the surveyor’s office is included

**Assumptions:**

• Documents of record will be provided by the County of Mariposa
• Right of entry will be provided to all areas and arranged by the client when necessary
• The acquisition and analysis of title commitments is not included
- Topographic survey is not included
- Subsurface utility locating is not included
- Engineered traffic control is not included
- Right of entry coordination is not included
- Permits are not included
- Equipment charges dedicated for survey recovery account of $2,400 is allotted
- Expenses of $5,050 are allotted for travel and per diem costs (2 staff for 10 days on-site each, two field trips total)

**Deliverables:**
- Field staking of the environmentally-sensitive area and setting two (2) to four (4) control points, as necessary
- Signed, sealed, and deposited Record of Survey showing the bridge project area boundaries and the new easements
- New monuments in the field at the boundaries of the new easements
- A survey-accurate Civil3D 2018 CAD base map showing property lines and right of way lines within the project area

**Consultant Staffing**
The CONSULTANT is proposing to use Jeff Thomure, P.E. as the project manager for this PSA. In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary design engineering responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement staff in these two key positions.

**General Assumptions**
The presence or duties of CONSULTANT’s personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT’s personnel in any way responsible for those duties that belong to County and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CONSULTANT and CONSULTANT’s personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT’s own personnel.
The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the County a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
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**Expenses**

- Task 5: Record of Survey: $7,990
- Task 6: Field Survey & Support: $6,150
- Task 7: Standing Notes: $5,790
- Task 8: As Built: $5,330
- Task 9: FEL: $4,870
- Task 10: Submission: $4,410
- Task 11: Field: $3,950
- Task 12: PM: $3,500

**Hours Per Person**

- Project Manager: 10
- Lead Engineer: 10
- Training Analyst: 10
- Core Team: 10
- General Contractor: 10
- Core Team: 10
- General Contractor: 10
- Core Team: 10
- General Contractor: 10

**Total Fee**

- Fixed Fee: $13,820
- Sub: $11,881
- Total: $25,701

*Note: See 10.5% for rates assumed over 5% in 2023 and 5% in 2024.*