

Attachment I

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Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No.: A-11432

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-11432 with Biggs Cardosa Associates, Inc. to provide additional project management, environmental services, and structural and civil engineering services related to the final design for the Nacimiento Lake Drive Bridge Replacement, County No. 449, at San Antonio River, Project No. 220265, Federal Aid Project No. STPLZ-5944 (040), in the amount of \$168,810 for a total amount not to exceed \$815,080 and extend the term through September 30, 2013; and)
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 2 to Professional Services Agreement No. A-11432 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.....)

Upon motion of Supervisor Parker, seconded by Supervisor Salinas, and carried by those members present, the Board hereby:

- a. Approved Amendment No. 2 to Professional Services Agreement No. A-11432 with Biggs Cardosa Associates, Inc. to provide additional project management, environmental services, and structural and civil engineering services related to the final design for the Nacimiento Lake Drive Bridge Replacement, County No. 449, at San Antonio River, Project No. 220265, Federal Aid Project No. STPLZ-5944 (040), in the amount of \$168,810 for a total amount not to exceed \$815,080 and extend the term through September 30, 2013; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 2 to Professional Services Agreement No. A-11432 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 28th day of February, 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, and Parker
 NOES: None
 ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on February 28, 2012.

Dated: February 28, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Biggs Cardosa Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on July 22, 2009 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on December 27, 2010 (hereinafter, "Amendment No. 1"); and

WHEREAS, the final design of the Nacimiento Lake Drive Bridge Replacement Project, (hereinafter, "Project") has not been completed due to an unanticipated delay caused by the re-design of the traffic control portion in the structural analysis of the Project; and

WHEREAS, due to the delay, a thorough review of the Project specifications is required to ensure Caltrans' latest Standard Special Provisions (SSPs) are incorporated; and

WHEREAS, the Parties wish to further amend the Agreement to allow for additional project management, environmental services, and structural and civil engineering services related to the final design of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$168,810 and extend the term to September 30, 2013 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to further amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$815,080.00.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from February 9, 2009 to September 30, 2013, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits" by adding "Exhibit A-1 Scope of Services/Payment Provisions".

5. The Schedule referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to extend through September 30, 2013, to conform to the amended term of the Agreement.

6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Biggs Cardosa Associates, Inc.
Contractor's Business Name

Date: 3-6-12

By: [Signature]
(Signature of Chair, President or Vice President)

Its: STEPHEN A. BIGGS / PRESIDENT
(Print Name and Title)

Date: 2/7/12

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: [Signature]
Deputy County Counsel

Its: MARK A. CARDOSA SECRETARY
(Print Name and Title)

Date: 2-14-12

Date: 2/7/12

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 2-9-12

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

865 The Alameda
San Jose, CA 95126-3133
Telephone 408-296-5515
Facsimile 408-296-8114

Revised September 28, 2011
2007215.2

Public Works Department
County of Monterey
168 W. Alisal Street, 2nd Floor
Monterey, CA 93901

Attention: Mr. Jonathan Pascua

Subject: Nacimiento Lake Drive Bridge
Revised Contract Amendment Request #2

Dear Jonathan:

Biggs Cardosa Associates, Inc. is submitting this revised proposal to provide additional engineering services as noted below for the subject project. Enclosed is a request for an Amendment to the Contract, revising the Scope of Services and the Payment Schedule sections of the Contract to include the additional engineering effort required to accomplish this additional work.

SCOPE OF ADDITIONAL SERVICES

Additional Project Management Services:

- General additional Project Management services for the additional design and engineering work described in this extra work request, including contract management, meetings, coordination of subconsultants, supervision and review of subconsultants' work, and communication with the County.
- Extra work required to restart the project after several months of stopped work. After a substantial delay like this, the members of the design team need to spend extra hours reviewing emails, reports, memorandums, calculations, and plans in order to become re-familiarized with the project status and critical design issues and details. Additionally, because Caltrans is continually updating the Standard Special Provisions (SSP's), the project delay will require a thorough specifications review, and several of the SSP's will likely need to be updated and re-edited.
- Extra work required to incorporate a final grading plan for the area where the existing bridge will be removed. This sheet was previously expected to be included in the mitigation plan sheets, since the planned mitigation area incorporates the existing bridge area. However, since the mitigation work is being moved to a separate contract, the plan needs to be added to the current project plan set. A plan sheet will be developed by the County to indicate the

required grading in this area after removal of the existing bridge is completed. The plan sheet will be coordinated and reviewed by BCA, and added to the project plan set.

- Coordination, review and quality assurance for completion of the Environmental Impact Report.

Additional Environmental Services:

Environmental Impact Report

- EIR Notice of Preparation – Per Section 15082 of the CEQA Guidelines, DJP&A will prepare a Notice of Preparation that provides the information necessary for responsible agencies to make a meaningful response.
- EIR Summary – Per Section 15123 of the CEQA Guidelines, DJP&A will prepare a brief summary of the proposed actions and its consequences.
- EIR Alternatives Section – Per Section 15126.6 of the CEQA Guidelines, DJP&A will evaluate a range of reasonable alternatives to the project, which would attain most of the project objectives but would avoid or substantially lessen any of the project's significant effects.
- EIR Public Hearing – DJP&A will attend one public hearing during the preparation or certification of the EIR.
- Responses to Comments – Per Section 15088 of the CEQA Guidelines, DJP&A will evaluate comments on environmental issues received from persons who reviewed the Draft EIR and prepare written responses to those comments.
- Final EIR – Per Section 15132 of the CEQA Guidelines, DJP&A will prepare the Final EIR, including comments received and responses to those comments and any revisions to the Draft EIR or information added by the County.

Additional Structural Engineering Services:

- Extra work required to incorporate Caltrans' recently modified design guidelines (dated February 2011) for liquefaction modeling. Sandy soil layers that have the potential to liquefy under seismic loading are present at Abutment 1 and Bent 2. These layers and how they are modeled in the seismic models developed for the bridge structure can have a substantial effect on the displacement demands on the bridge under seismic loading. Previously, these liquefiable soil layers were modeled per the Caltrans guidelines that were current at the time. However, the geotechnical engineer has reviewed the new guidelines, and has indicated that they are sufficiently different to warrant the need to recheck these portions of the design. Changes to the liquefaction modeling approach require that all the seismic structural calculations be rechecked and revised per the new guidelines, and that the structural plans, specifications and estimate be revised accordingly.
- Extra work required to provide input about the revisions to the traffic handling approach.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Additional Civil Engineering Services:

- Extra work required to revise the traffic handling approach and eliminate the temporary retaining wall, as requested by the County. This work requires close coordination and review between the structural and civil engineers, and major changes to the traffic handling plan sheets. It will also require changes to the specifications and quantity calculations. Elimination of the retaining wall and the modifications to the traffic handling approach will provide substantial construction cost savings for the County.
- Extra work required to modify the roadway structural section, as requested by the County.
- Extra work required to provide embankment reinforcing details, specifications and estimate according to the requirements of the geotechnical engineer.

Assumptions

- It is assumed that any changes to the traffic handling approach will fit within the previously defined Area of Potential Effect boundary. Modifications to the boundary are not included in this scope.
- It is assumed that the 2:1 embankment slopes indicated on the plans will not be revised to 4:1 slopes. The 2:1 slopes were already approved by Caltrans and the County at the Type Selection phase. Changing the slopes at this stage would increase the required right-of-way purchase for the County. It would also cause the environmental APE boundary to be revised, which would lead to portions of the environmental work having to be redone, and is not advisable at this late stage of the project.
- Mitigation Plans, Specifications and Estimate are not included.
- Modifications to the roadway superelevation are not included.
- An existing bridge removal plan and a final grading plan for the bridge removal area are not included.

Please see the Fee Breakdown document included under Attachment A for a more detailed description of the fee for each portion of the work listed above.

All additional work will be performed in the manner outlined in the original scope of work submitted for the Nacimiento Lake Drive Bridge project. All exclusions identified in the original scope of work shall apply to this extra work scope.

<u>Contract Item</u>	<u>BCA's Requested Fee</u>	<u>Currently Authorized Fee</u>
Original Contract	\$ 646,270	\$ 646,270
Contract Amendment Req. No. 2	\$ 168,810	Please Approve
Total	\$ 815,080	

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT A

10/04/11

Estimated Man Hours and Cost for the Nacimiento Lake Drive Bridge (Replace)
 Prepared for the County of Monterey - Contract Amendment Request #2



TASK	BIGGS CARDOSA ASSOCIATES						Total BCA Hours	Total BCA Dollars without OH and Fee	Total BCA Dollars with OH and Fee
	PRIME CONSULTANT								
	M. Harms Principal	G. Kanning Engineering Manager	Senior Engineer	Project Engineer	Senior CADD Drafter	Secretarial			
Rate (unloaded)	\$80.77	\$48.80	\$46.73	\$40.95	\$38.08	\$21.64			
0. PROJECT MANAGEMENT									
Project Administration, Coordination, Management	24	104	160	0	22	5	395	\$14,969	\$45,025
Project Management and Administration	4	32	32				68	\$3,380	
Design Coordination and Quality Assurance	4	32	54		22		112	\$5,246	
Design Team Meetings	8	24	48				80	\$4,060	
Travel Meetings with County	8	16	16				45	\$2,283	
1. PRELIMINARY ENGINEERING AND REPORTS									
Data Collection, Site Investigations, Type Selection	0	0	0	0	0	0	0	\$0	\$0
Data Collection							0	\$0	
Geotechnical Investigations							0	\$0	
Field Surveys and Base map Topo							0	\$0	
Utility Map and Investigation							0	\$0	
Right of Way							0	\$0	
Hydraulic Investigations							0	\$0	
Environmental Studies, APE, ISA and Permits							0	\$0	
35% Submittal and Type Selection Report							0	\$0	
2. FINAL DESIGN									
65% PS&E Submittal	0	0	0	0	0	0	0	\$0	\$0
Site Investigations							0	\$0	
Final Design Calculations							0	\$0	
Develop Plans							0	\$0	
Develop Specifications							0	\$0	
Quantities							0	\$0	
Cost Estimate							0	\$0	
Prepare Submittal Package							0	\$0	
Conversion to English Units							0	\$0	
95% PS&E Submittal	0	0	0	0	0	0	0	\$0	\$0
Quality Control Check Response (Red-Green-Yellow)							0	\$0	
95% Design Calculations							0	\$0	
95% Project Plans							0	\$0	
95% Specifications							0	\$0	
95% Quantities Calculations							0	\$0	
95% Opinion of Probable Construction Cost							0	\$0	
Preparation of 95% Submittal Package							0	\$0	
Final PS&E Submittal	0	0	0	0	0	0	0	\$0	\$0
Final Design Calculations							0	\$0	
Final Project Plans							0	\$0	
Final Project Specifications							0	\$0	
Final Quantities Calculations							0	\$0	
Final Opinion of Probable Construction Cost							0	\$0	
Preparation of Final Submittal Package							0	\$0	
Preparation of Bid Documents							0	\$0	
Additional Services	12	80	165	152	62	0	490	\$22,095	\$66,460
Project Restart after Delay of Several Months and SSP's Modification	2	16	32	22			72	\$3,339	
Traffic Handling Revisions	2	22	30				54	\$2,637	
Callouts Changes to Liquefaction Modeling Requirements	4	40	78	120	80		302	\$13,120	
Environmental Impact Report Coordination	2	12	18				30	\$1,495	
Coordination of Grading Plan for Bridge Demolition Area (prepared by County)	2	8	10	10	2		32	\$1,505	

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT A

10/04/11

Estimated Man Hours and Cost for the Nacimiento Lake Drive Bridge (Replace)
Prepared for the County of Monterey – Contract Amendment Request #2



BIGGS CARDOSA ASSOCIATES									
PRIME CONSULTANT									
TASK	M. Haima Principal	G. Kenning Engineering Mnngor	Senior Engineer	Project Engineer	Senior CADD Draftor	Secretarial	Total BCA Hours	Total BCA Dollars Without OH and Fee	Total BCA Dollars With OH and Fee
	Rate (Unloaded)	\$80.77	\$48.80	\$48.73	\$40.98	\$38.08	\$21.84		
3. CONSTRUCTION PHASE									
Bidding	0	0	0	0	0	0	0	\$0	\$0
Services During Bidding							0	\$0	\$0
Construction Support	0	0	0	0	0	0	0	\$0	\$0
Respond to RFI's, emails and telephone requests							0	\$0	
Review submittals and shop drawings							0	\$0	
Meetings/site visits							0	\$0	
Plan Clarification							0	\$0	
TOTAL HOURS									
	38	202	316	152	84	5	305	795	
Total BCA Direct Labor Cost	\$2,908	\$9,858	\$14,787	\$6,226	\$3,199	\$108		\$37,085	\$111,485
TOTAL HOURS						795			
DIRECT COSTS									\$2,000
BCA TOTAL DIRECT LABOR AND DIRECT COSTS								\$113,485	\$113,485
A. Biggs Cardosa Associates									
Total BCA Direct Labor Cost								\$37,085	
Overhead (1,6944)								\$62,803	
Project Escalation (4% per year) 1 year								\$1,483	
A. SUBTOTAL BIGGS CARDOSA ASSOCIATES (\$)								\$101,350	
B. Subconsultants									
RAJAPPAN & MEYER									\$33,350
BESTOR									
SCHAAF & WHEELER									\$21,975
DAVID J. POWERS									
PARIKH									
GECCON									
B. SUBTOTAL SUBCONSULTANTS (\$)									\$55,325
C. Direct Costs									
Plots								\$800	
Reproduction								\$600	
Delivery Services								\$600	
Miscellaneous									
C. SUBTOTAL DIRECT COSTS (\$)									\$2,000
TOTALS									
	A							\$101,350	
FIXED FEE (10.0%)								\$10,135	
B+C								\$57,325	
FEE (0%)								\$0	
TOTAL NOT TO EXCEED =								\$168,810	

1) Includes 0% mark-up on subconsultant services.

Exclusions

- Mitigation PS&E are excluded
- Modifications to the roadway superlevation are excluded
- Existing Bridge Demolition Plan and Final Grading Plan for the bridge demolition area are excluded

ATTACHMENT A

Rajappan & Meyer Consulting Engineers, Inc.

8/30/2011

PROJECT EFFORT AND BUDGET BY TASK				
Nacimiento Additional Services Request No. 1				
Person	ASR 1		TOTAL	
	Additional Services			
Principal Manager	4		4	
Deputy PM	0		0	
Senior Design Menger	80		80	
Senior Project Engineer	0		0	
Project Engineer	70		70	
Assist. Proj. Engineer	70		70	
Admin	4		4	
Total R&M Hours	228		228	
TOTAL HOURS	228		228	
Estimated R&M Labor Cost				
Title	Hourly Rate	ASR 1		TOTAL
		Additional Services		
Principal Manager	\$260	\$1,040		\$1,040
Deputy PM	\$200	\$0		\$0
Senior Design Menger	\$172	\$13,760		\$13,760
Senior Project Engineer	\$146	\$0		\$0
Project Engineer	\$115	\$8,050		\$8,050
Assist. Proj. Engineer	\$106	\$7,420		\$7,420
Admin	\$75	\$300		\$300
SUBTOTAL LABOR		\$30,570		\$30,570
Other Direct Costs				
Travel		\$0		\$0
Printing/Copying		\$500		\$500
Mail/FAX		\$0		\$0
Subs		\$0		\$0
CADD		\$2,280		\$2,280
SUBTOTAL ODC's		\$2,780		\$2,780
TOTAL		\$33,350		\$33,350

Approved _____

8/30/2011 16:11



Naciminto Bridge Replacement:
Incremental Cost for Upgrade from Initial Study to EIR

	Principal		Project Manager		TOTAL
	Hours	Amount	Hours	Amount	
Environmental Impact Report:					
EIR Notice of Preparation	2	\$ 410	8	\$ 1,080	\$ 1,490
EIR Summary	1	\$ 205	6	\$ 810	\$ 1,015
EIR Alternatives Section	2	\$ 410	8	\$ 1,080	\$ 1,490
EIR Public Hearing	5	\$ 1,025	5	\$ 675	\$ 1,700
Responses to Comments	12	\$ 2,460	40	\$ 5,400	\$ 7,860
Final EIR	10	\$ 2,050	32	\$ 4,320	\$ 6,370
Project Re-Start Effort:					
Review of documents and plans	10	\$ 2,050			\$ 2,050
					<u>\$ 21,975</u>

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