

Attachment D

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Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to

Agreement No.: A-11432, Amendment No.: 7

- a. Approve Amendment No. 7 to Professional Services Agreement No. A-11432 with Biggs Cardosa Associates, Inc. to continue to provide additional tasks associated with completion of the Plans, Specifications and Estimate, environmental permitting, bidding assistance; and to include Design Support during Construction for the Nacimiento Lake Drive Bridge Replacement at San Antonio River, County Bridge No. 449, State Bridge No. 44C-0009, Project No. 2202, Federal Aid Project No. STPLZ-5944 (040), to increase the not to exceed amount by \$629,000 for a total amount not to exceed \$1,444,080, and to extend the expiration date for approximately thirty-nine (39) additional months through December 31, 2022, for a revised term from February 9, 2009 to December 31, 2022; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 7 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.

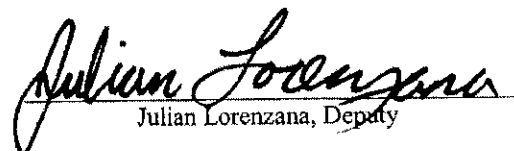
PASSED AND ADOPTED on this 24th day of September 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, 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 82 for the meeting September 24, 2019.

Dated: September 24, 2019
File ID: 19-0708
Agenda Item: 24

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 7 to Professional Services Agreement No. A-11432 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 "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-11432 with County on July 22, 2009 (hereinafter, "Agreement") to provide project management, preliminary engineering and reports, and final design (hereinafter, "services") for the Nacimiento Lake Drive Bridge Replacement Project at San Antonio River, County Bridge No. 449, State Bridge No. 44C-009 (hereinafter, "Project") through December 31, 2010 for an amount not to exceed \$646,270; and

WHEREAS, Agreement was amended by the Parties on December 27, 2010 (hereinafter, "Amendment No. 1") to extend the term for two (2) additional years through December 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 6, 2012 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for nine additional months through September 30, 2013 and to increase the amount by \$168,810 which resulted in a total not to exceed amount of \$815,080; and

WHEREAS, Agreement was amended by the Parties on September 30, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2) to update the task completion status of the schedule and to extend the term for three (3) additional years through September 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on August 18, 2016 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through September 30, 2017, with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 29, 2017 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through September 30, 2018, with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 27, 2018 (hereinafter, "Amendment No. 6") to extend the term for one (1) additional year through September 30, 2019 and to update the indemnification provision with no increase in the not to exceed amount; and

WHEREAS, the right-of-way and ninety-five percent (95%) of the design services for the Project have been completed; and

WHEREAS, due to changes required by the California Department of Transportation (Caltrans), Office of Special Funded Projects/Structures Local Assistance, Memorandum dated January 16, 2019 on SLA 95% Plan and Estimate Review, additional design tasks are necessary to update the Project design; and

WHEREAS, due to Caltrans Memorandum, additional bid assistance and inclusion of Design Support During Construction in the original scope of the Agreement is also necessary to allow CONTRACTOR to provide services during construction of the Project; and

WHEREAS, due to the California Regional Water Quality Control Board (RWQCB) recent requirements, County requires CONTRACTOR to submit a new application for compliance with the RWQCB Section 401 Water Quality Certification; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to update the task completion status of the schedule, to extend the term for thirty-nine (39) additional months to December 31, 2022, and to increase the amount by \$629,000 for a total not to exceed \$1,444,080 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

1. In all places within the Agreement, any reference to Exhibit A-2 is hereby replaced with Revised Exhibit A-2, Task Completion Status.

2. 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, A-1, Revised A-2, and A-3 in conformity with the terms of this Agreement.

3. 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, A-1, and A-3, 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 \$1,444,080.

4. 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 December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.

5. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-2" and to add "Revised Exhibit A-2, Task Completion Status" and "Exhibit A-3, Scope of Services/Payment Provisions".
6. The Schedule referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, and as updated in Revised Exhibit A-2, Task Completion Status, is hereby amended to extend through December 31, 2022, to conform to the amended term of the Agreement.
7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
8. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

Biggs Cardosa Associates, Inc.

Contractor's Business Name

By: M. Harms
(Signature of Chair, President or Vice President)

Its: VICE PRESIDENT / PRINCIPAL
MAHVASH HARMS
(Print Name and Title)

Date: 9/5/2019

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

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

/CFO

Date: 9/5/2019

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:

W.T. Skinner
Contracts/Purchasing Officer
County of Monterey

Date:

9/27/19

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By:

Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date:

9-10-19

Approved as to Fiscal Provisions

By:

[Signature]
Auditor/Controller

Date:

9/10/19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By:

Name:

Title:

Date:

CONTRACTOR*

Biggs Cardosa Associates, Inc.
Contractor's Business Name

By:

M. Harms
(Signature of Chair, President or Vice President)

Its:

MAHVASH HARMS
VICE PRESIDENT/PRINCIPAL
(Print Name and Title)

Date:

9/5/2019

By:

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

Its:

STEPHEN A BIGGS PRESIDENT /CFO
(Print Name and Title)

Date:

9/5/2019

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

REVISED EXHIBIT A - 2, TASK COMPLETION STATUS

Nacimiento Lake Drive Bridge at San Antonio River County Bridge No. 449; State Bridge No. 44C-0009

TASK STATUS:

0	PROJECT MANAGEMENT	On going
0.1	Project Initiation	Complete
0.2	Coordination Meetings	On going
0.3	Design Review Meetings	Design Review Meetings up to 95% review complete. Future design review meetings will be necessary to complete project to 100%
0.4	Permits	
	Permitting for CDFW	Complete
	Permitting for COE	Complete
	Permitting for RWQCB	Not Complete The requirements for the Regional Water Quality Control Board (RWQCB) have become much more stringent since the beginning of the Agreement. County took over this task and was unable to achieve an agreement concerning the new requirements of the permit for a "Stormwater Treatment Facility". The original permit was canceled by the RWQCB and a new permit will need to be started. Amendment No. 7 will include a new task to complete the new permit and to develop a "Stormwater Treatment Facility". They will obtain the RWQCB - 401 permit in conjunction with the approval by the RWQCB of the Stormwater Treatment Facility.
0.5	Community Meetings	Complete
0.6	Additional Project Management	Ongoing

REVISED EXHIBIT A - 2, TASK COMPLETION STATUS

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.1	DATA COLLECTION	Complete
1.2	GEOTECHNICAL INVESTIGATION	Complete
	Final Foundation Report	Complete
	Log of Test Borings Plan Sheet	Complete
1.3	HAZARDOUS MATERIALS TESTING OF SOIL	Complete
1.4	FIELD SURVEYS AND BASE MAP TOPOGRAPHY	Complete
1.5	UTILITY MAP AND INVESTIGATION	Complete
	Utility Map	Complete
1.6	PRELIMINARY Right-of-Way (ROW)	
	ROW Delineation	Complete Update Required
	Legal Descriptions and Plats for ROW Purchase	Complete
	ROW Acquisition	Complete
	Easement Legal Description and Exhibits	Complete
	ROW Survey Monumentation	Not Complete
1.7	HYDRAULICS REPORT	Complete
	Design Hydraulic Study Report	Complete Update Required
	Location Hydraulic Study	Complete Update Required
1.8	ENVIRONMENTAL DOCUMENTS	
	Task 1: Initial Study (IS)/Mitigated Negative Declaration (MND)	
	IS	Complete
	MND	Complete
	Environmental Impact Report	Complete
	Task 2: Cultural Resources/Section 106 Reports	Complete
	2A: Area of Potential Effects (APE) Map	Complete
	2B: Historic Property Survey Report (HPSR)	Complete
	2C: Archaeological Survey Report (ASR)	Complete
	2D: IS Cultural Resources Section	Complete
	Coordination with Monterey County Historical Resources Review Board	Not Complete Meeting to discuss verbiage of plaque truss bridge memorial to be completed.
	2E: IS Environmental	
	Check List Question C	Complete
	Task 3: Natural Environmental Study (NES)	Complete
	Background Research	Complete
	Biotic Habitat Survey	Complete
	Wildlife Surveys	Complete
	Wetland Assessment	Complete

REVISED EXHIBIT A - 2, TASK COMPLETION STATUS

	Impact Analysis	Complete
	Task 4: Protocol Level Surveys for Rare Plants	Complete
	Task 5: Protocol Level Surveys for California Red Legged Frog	Complete
	Task 6: Fish Passage Assessment	Complete
	Task 7: Biological Assessment (BA)	Complete
	NEPA Compliance	Complete
	CEQA Compliance	Complete
	Task 8: Permits	
	California Department of Fish & Wildlife (CDFW)	Complete
	RWQCB	Not Complete; Ongoing
	Army Corps of Engineers (ACOE)	Complete
	Protocol Level Survey for Bald Eagle	Complete
	Task 9: Additional Environmental Services	Complete
1.9	35% SUBMITTAL	
	Preliminary Design and Type Selection	Complete
	35% Plans	Complete
	35% Level Construction Estimate	Complete
	Type Selection Report	Complete

REVISED EXHIBIT A - 2, TASK COMPLETION STATUS

PHASE II: FINAL DESIGN

	CONSTRUCTION DOCUMENTS	
2.1	UNCHECKED DESIGN SUBMITTAL (65%) PS&E	
	65% Road Plans	Complete
	65% Bridge Plans	Complete
	65% Specifications	Complete
	65% Construction Cost Estimate	Complete
	County Review of 65% PS&E	Complete
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)	Complete Update Required
	95% Complete Road Plans	Complete Update Required
	95% Complete Bridge Plans	Complete Update Required
	95% Construction Cost Estimate	Complete Update Required
	County Review of 95% PS&E	Complete Update Required
	Quality Assurance Review	Complete Update Required
	Memorandum: Response to Comments	Complete Update Required
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)	Not Complete
	100% Final Plans (PS&E complete and ready for advertisement)	Not Complete
	Memorandum: Response to Comments	Not Complete
	Bid Documents	Not Complete
2.4	SCHEDULE	Ongoing
2.5	ROW ACQUISITION SERVICES	Complete
	Legal Descriptions of areas to be acquired.	Complete
	Record of Survey Map to show new ROW	Not Complete
2.6	BIDDING PERIOD SERVICES	Not Complete
2.7	CONSTRUCTION SUPPORT PROPOSAL SUBMITTAL	Not Complete
2.8	ADDITIONAL STRUCTURAL ENGINEERING SERVICES	Not Complete
2.9	ADDITIONAL CIVIL ENGINEERING SERVICES	Not Complete

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and

Biggs Cardosa Associates, Inc., hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of additional services associated with completion of the Project Plans, Specifications and Estimate (PS&E), Environmental Permitting, and Bidding and Construction Support for the Nacimiento Lake Drive Bridge Replacement Project at San Antonio River, County No.449, State Bridge No. 44C-009 (hereinafter, “Project”).

County has been developing the design of the replacement structure for the existing Nacimiento Lake Drive Bridge over the San Antonio River and requires that the CONTRACTOR perform the following additional services to complete the Final Design to Bid and provide Design Support during Construction of the Project.

Project Management due to Revisions and Time Extension:

- General project management services to finish Final Design
- Expanded Project duration
- Charge rate updates

Revise Final Design due to Revisions and Time Extension:

- Roadway superelevation revision
- Bridge design re-evaluation:
 - Response to and incorporation of California Department of Transportation’s (Caltrans), Office of Special Funded Projects/Structures Local Assistance (SLA), Memorandum dated January 16, 2019 on SLA 95% Plan and Estimate Review comments
 - Update to Accelerated Response Spectra (ARS) curve used for seismic design
 - Re-evaluation of bridge design calculations and details per AASHTO LRFD BDS 6th Edition with Caltrans Amendments, and Caltrans Seismic Design Criteria v. 1.7
- Updates to plans and special provisions per Caltrans 2018 Standards
- Update Opinion of Probable Construction Cost (Engineer’s Estimate) per design changes and current Caltrans Construction Cost Data
- Quality control and coordination of PS&E provided by County
- New application for the Regional Water Quality Control Board (RWQCB) Permit for the Project that will include responses to questions and revisions to quantities and calculations.
- Post-Construction Stormwater Treatment Plan for the RWQCB Permit

Construction:

- Construction support services

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

0 PROJECT MANAGEMENT

TASK 0.7 FINAL DESIGN PROJECT MANAGEMENT

This task will involve the general project management services to finish the Final Design for the Project. Upon approval of Amendment No. 7, a Project completion kick-off meeting will be held to finalize the Project scope, the approach to completion, the goals, and the schedule for the Project. Items to be addressed include a review of the key issues associated with completing and finalizing the PS&E, submitting and obtaining a RWQCB permit, and development of the complete bid documents.

Project Management services include the supervision and scheduling of Project staff, review of work prepared by staff and subcontractors, Project coordination and meetings, acting as the County liaison, and monitoring the Project schedule and budget. These services will be provided for Phase II: Final Design and Phase III: Construction.

Project Management services include coordination with County regarding Project schedule, status and answering questions about the Project, management of the Agreement and invoicing, updating the design team on Project status, etc.

Due to the delay in the progress of the design work from 2016, Project Management services will also include additional time for the design team members to refamiliarize themselves with the current status of the Project and Project details, various coordination items that will require completion, previous design plans, calculations, and reports, etc. to continue with design work.

TASK 0.8 – CONSTRUCTION PROJECT MANAGEMENT

Project Management services during construction include Project management associated with attending the preconstruction meeting and other periodic construction meetings, and the supervision and scheduling of Project staff, aiding County and the Construction Management Consultant for interpretation of the intent of the plans and specifications. These services will be provided as Design Support during Construction.

PHASE II: FINAL DESIGN

TASK 2.10 – ENGINEERING REPORT UPDATES

Task 2.10A – Update Foundation Report and Provide Additional Foundation Design Consultation

CONTRACTOR and CONTRACTOR's subcontractor, Parikh Consultants, Inc. (Geotechnical), shall update and check the Project design for the most current Caltrans ARS design curve and Geotechnical requirements.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The requirements are as follows:

- Update site-specific ARS design curve on plans and in the Foundation Report per Caltrans ARS Online.
- Check ARS Curve for retaining wall on north approach to verify that seismic design of retaining wall is not required.
- Update Pile Data Table per noted bridge design changes.
- Update report to include justification for the use of approach slabs for the Project.
- Foundation design consultation will be provided as needed for bridge design updates.

Task 2.10B – Update Bridge Hydraulics Study and Location Hydraulics Study

CONTRACTOR and CONTRACTOR's subcontractor, Schaaf & Wheeler, Inc. (Hydrology and Hydraulics), shall update the Bridge Hydraulics Study and Location Hydraulics Study. CONTRACTOR shall check the Project design for the Caltrans Hydraulic Engineering Circular No. 18 for the following Hydrologic and Hydraulic design criteria.

- Update scour evaluation per the most recent Hydraulic Engineering Circular No. 18 equations and methodology.
- Provide Scour Data Table for use on the Bridge Foundation Plan sheet.
- Design consultation will be provided as needed for design updates.

TASK 2.11 – 95% PS&E RE-SUBMITTAL (SUPERELEVATION, STANDARDS, DESIGN CODE, ETC.)

Task 2.11A – Redesign the Superelevation

CONTRACTOR shall redesign the superelevation used for the approach roadway and bridge deck to correspond to the latest version of the American Association of State Highway and Transportation Officials' (AASHTO) "A Policy on Geometric Design of Highways and Streets" (Green Book) and the Caltrans "Highway Design Manual". Section 202.5 "Superelevation Transition (4) Superelevation Transitions on Bridges" states "Superelevation transitions on bridges should be avoided whenever possible. However, after evaluation by County, it was decided that due to the horizontal alignment on Nacimiento Lake Drive Bridge, the superelevation transitions needed to continue onto the bridge deck. This would allow the design of the superelevation to adhere to the requirements of Topic 202 – "Superelevation" of the "Caltrans Highway Design Manual and avoid a design exception".

The redesign will include the following work.

- Evaluation of potential solutions and a superelevation sketch for County review and approval.
- Coordination with the design team and County regarding superelevation changes.
- Redesign work for the selected superelevation solution and modification of affected Roadway and Bridge plan sheets and details.
- Update of affected construction quantities.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2.11B – Recheck Bridge Design

CONTRACTOR shall recheck bridge design per the 6th Edition of the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications with California Amendments, and the Caltrans Seismic Design Criteria version 1.7.

Task 2.11C – Revise Bridge Barriers

CONTRACTOR shall revise bridge barriers to Concrete Type 80 with offset tubular bicycle railing.

Caltrans' Memorandum on SLA 95% Plan and Estimate Review, dated January 16, 2019, stated that the proposed Texas T411 bridge railing is not currently Manual for Assessing Safety Hardware (MASH) approved and that County should choose a MASH approved railing if the Project will be advertised after October 30, 2019. The Concrete Type 80 is MASH approved.

It is anticipated that this change will affect bridge width and weight, which may impact the seismic design and the specified pile tip elevations indicated in the Foundation Report and Foundation Plan – Pile Data Table.

Task 2.11D – Update Elastomeric/Polytetrafluoroethylene (PTFE) Bearings

CONTRACTOR shall update the elastomeric/PTFE bearings to spherical PTFE bearings. Caltrans' Memorandum on SLA 95% Plan and Estimate Review, dated January 16, 2019, stated that County should choose an alternative bearing pad detail for the Project.

Task 2.11E – Permanent Steel Casing

CONTRACTOR shall verify Permanent Steel Casing definition used in the special provisions. Caltrans' Memorandum on SLA 95% Plan and Estimate Review, dated January 16, 2019, stated that section 3.12.2 of the Foundation Reports for Bridges guidelines outline the different uses and applications for each steel casing. Caltrans standards now outline how each type can be placed. CONTRACTOR shall verify the intent of the design and choose the correct naming for the steel casing.

Task 2.11F – Design for 18" Drain Line into the Stormwater Treatment Plan

CONTRACTOR shall incorporate the design for 18" drain line and retaining wall drainage system into the stormwater treatment plan. CONTRACTOR and County will coordinate their respective plans for the 18" Corrugated Metal Pipe (CMP) culvert outfall and the stormwater treatment plan.

Task 2.11G – Update Right-of-Way (ROW)

CONTRACTOR shall update the ROW lines on the plans to reflect the final recorded ROW areas purchased by County for the Project. All ROW for the Project has been purchased and County will provide the final ROW boundary locations to CONTRACTOR for incorporation into their plan sheets.

Task 2.11H – 2018 Caltrans Standard Specifications and Plans

CONTRACTOR shall revise the design plans to reference 2018 Caltrans Standard Plans and incorporate any changes made to the Standard Plans. CONTRACTOR shall revise the Project Special Provisions to incorporate any changes made in the 2018 Caltrans Standard Specifications

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

and Standard Provisions. Caltrans' Memorandum on SLA 95% Plan and Estimate Review, dated January 16, 2019, stated that County should update their plans to the current 2018 standards. The Special Provisions should be also be updated to the 2018 Special Provisions and the 2018 Standard Provisions should be used in the Project Special Provisions.

Task 2.11I – Update Opinion of Probable Construction Costs (Engineer's Estimate)

CONTRACTOR shall update their Engineer's Estimate of the Construction Cost of the Project based on the items of work. The updated design changes and the Current Caltrans Construction Cost Data shall be utilized to obtain a reasonably accurate reflection of probable costs of the submitted bids for the Project. The Engineer's Estimate will require coordination with County staff for bid items and estimate of cost of bid items.

TASK 2.12 – FINAL PS&E SUBMITTAL

Task 2.12A – Preparation of Final Submittal Package

CONTRACTOR shall submit the Final PS&E package to County after all changes are made pursuant to the 95% and 100% Design Review and approval of the PS&E package. After the incorporation of County Boiler Plate sections into the Specifications by County, and a final review of the Plans and Estimate, CONTRACTOR shall review these changes and incorporate final changes to those documents to produce the Final Bid Documents that will be advertised for Construction Contract Bids for the Project.

TASK 2.13 – MICELLANEOUS ADDITIONAL SERVICES

Task 2.13A – Independent Quality Control

CONTRACTOR shall perform an independent quality control check of the updated construction documents prior to the 95% resubmittal. This independent check will include a red, green, and yellow check of the structural calculations, plans, and special provisions.

Task 2.13B – Coordination and Quality Control Review

CONTRACTOR shall coordinate and perform quality control review of County provided plans, special provisions, and estimate for the 95% PS&E resubmittal, the 100% submittal, and the Bid Set submittal.

County has provided plans, special provisions, and an estimate for the following items:

- Replacement of the existing 18" drain line near Station 18+60
- Retaining Wall (Type 1) and wall drainage system
- Grading at existing bridge supports upon existing bridge removal
- Mitigation planting and irrigation

Task 2.13C – Application for RWQCB Permit

CONTRACTOR shall submit a new application for RWQCB permit: Section 401 Water Quality Certification. Work includes preparation and submittal of a new application for a Section 401 Water Quality Certification from the RWQCB, as well as coordination with the RWQCB and County regarding the application. The submittal will utilize the current version of the application form. CONTRACTOR shall coordinate with RWQCB staff on the processing of the application

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

and will pay the application fee to the RWQCB on behalf of County.

Work also includes responding to additional agency questions, which typically involve requests for detailed descriptions of potential construction methods, and further detail about items like the temporary falsework pads in the low-flow channel, access pathways and staging areas, use of excavated soil on site, etc., as well as additional quantities calculations to clarify flood plain and low-flow channel impacts. This scope of assumes that the previously provided information and quantity calculations are still applicable and includes additional time for providing additional information and answering further questions from the RWQCB.

Task 2.13D – Post-Construction Stormwater Treatment Plan

CONTRACTOR shall develop plans for a Post-Construction Stormwater Treatment Plan that will be used to satisfy the requirements of the RWQCB – Section 401 “Water Quality Certification” from the RWQCB. A conceptual Post-Construction Stormwater Treatment Plan will be provided for preliminary review and approval by the County and the RWQCB. Upon conceptual approval by County and the RWQCB, the plan and design elements will be incorporated into the 100% PS&E and Bid Set PS&E submittals. Coordination between CONTRACTOR and County will be required to update the drainage design and outfall for the 18” CMP at Station 18+60 provided by County, as part of the development of the Post-Construction Stormwater Treatment Plan.

PHASE III: CONSTRUCTION

TASK 3.2 – ASSISTANCE DURING BIDDING

CONTRACTOR shall assist County during bidding of the Project. Services shall include attendance at Bidder’s conference, responding to Bidder inquiries, assisting with addendums, and preparing the Bid Summary, if required.

TASK 3.3 – DESIGN SUPPORT DURING CONSTRUCTION

CONTRACTOR shall conduct the “Design Support During Construction” to provide help to County and County’s Construction Management Consultant during the construction phase of the Project. These services will include attending periodic construction meetings, reviewing contractor submittals and Request for Information (RFI’s), and clarifying the construction contract documents. The CONTRACTOR shall conduct the following scope of work during construction of the Project.

- Attend preconstruction meeting.
- Attend periodic field visits, as required, to assist in the resolution of construction issues.
- Review submittals and shop drawings for bridge falsework, reinforcing, and post-tensioning.
- Review concrete mix designs.
- Answer clarification questions pertaining to the plans and special provisions, if needed.
- Review contractor RFI’s and provide written responses.
- Review construction inspection reports prepared by the Resident Engineer.
- Provide field observation and engineering support and interaction by the geotechnical engineer of record during construction of the Cast-In-Drilled-Hole (CIDH) piles.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Prepare record drawings for County. The basis of the revisions shown on the record plans will be a red mark construction set of plans provided by the Project Resident Engineer. These construction red mark plans must show all revisions that were made during construction.

Task 3.3A – Assistance During Construction

CONTRACTOR shall provide assistance to County during construction. This will include review of the RFIs, and submittals, review of shop drawings, and assistance with evaluation of CONTRACTOR's prepared Change Orders.

TASK 3.4 – ADDITIONAL SERVICES

Additional Services are defined as other related services as requested in writing by County. Additional services related to the tasks described herein shall not be provided unless authorized in writing by County prior to additional services being provided. Services completed by CONTRACTOR prior to receiving County's written authorization to proceed shall not be eligible for compensation. Any newly identified tasks not included herein shall not be conducted by CONTRACTOR until presented to County and with County approval, amended into this Agreement.

PROJECT ASSUMPTIONS:

PHASE II: FINAL DESIGN

- County will update any County-provided plans, details, special provisions, and estimate items that are affected by the superelevation revisions.
- It is anticipated that there will not be major changes to the design ARS curve or the design scour requirements that would result in major changes to the bridge design. For example, it is anticipated that the required main reinforcing in the Bent 2 pile and column might increase by up to five percent (5%) but that the pile and column diameter would not need to change. The same expectation is true of the abutments and bridge superstructure elements – that there may be minor changes in reinforcing but not changes to overall dimensions. Changes in foundation stiffness are anticipated to be less than ten percent (10%).
- County will provide CAD file with updated ROW line work, for incorporation into Project plans.
- CONTRACTOR will provide Technical Special Provisions for roadway and bridge items only. County will incorporate the Technical Special Provisions with County's boilerplate provisions, bid book, etc.
- County will provide updated plans, special provisions, and estimate for the 95% PS&E Resubmittal, 100% PS&E Submittal, and Bid Set Submittal for the following items:
 - North approach retaining wall (Type 1)
 - Grading at existing bridge supports upon existing bridge removal
 - Mitigation planting and irrigation
- Seismic design of the north approach retaining wall is not required and is not included.
- Design team will incorporate design for 18" drain line and retaining wall drainage system into the stormwater treatment plan.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- County will provide updated plans, special provisions, and estimate for the 95% PS&E Resubmittal, 100% PS&E Submittal, and Bid Set Submittal for the following items:
 - North approach retaining wall (Type 1)
 - Grading at existing bridge supports upon existing bridge removal
 - Mitigation planting and irrigation
- Application fee for the RWQCB Section 401 Water Quality Certification will not exceed \$3,500.
- Project design has not changed from that described in the October 2015 application. Previously provided quantities and answers to RWQCB questions remain applicable.
- The RWQCB will not require new or updated fieldwork.
- The RWQCB will not require updates to prior-completed environmental studies or California Environmental Quality Act (CEQA).
- Major Project revisions will not be required
- The Project's Mitigation and Monitoring Plan (MMP) dated August 4, 2015 that was prepared by County is acceptable to the RWQCB.
- Evaluation of a maximum of two (2) alternative design elements for stormwater treatment are included.
- Design team will incorporate design for 18" drain line and retaining wall drainage system into the stormwater treatment plan.
- Preparation of Operation and/or Maintenance manuals, plans, agreements, associated easements or other documents other than the initial and Final Post-Construction Stormwater Treatment Plan are not included in the scope.

PHASE III: CONSTRUCTION

- Structural inspections, all other required inspections, and construction administration services will be provided by County's Resident Engineer under contract with the Construction Management Consultant for the Project.
- Construction Administration services are not included.
- Structural Observation and Structural Inspection services are not included.
- Geotechnical Observation of pile installation is included.
- The regular earthwork and compaction inspections will be handled by the Project Resident Engineer.
- Remedial engineering design to determine corrective action required due to materials and/or contractor's operations not meeting contract requirements is not included. Upon County request, CONTRACTOR can provide this work as additional services.
- Engineering advice and technical support for construction change orders to the plans and specifications for the Project, preparation of change order documentation to include, where appropriate, changes to plans and specifications, and additional structural details are not included. Because the level of effort required to process change orders can vary widely depending upon the type of changes requested, per County request, CONTRACTOR can provide this work as additional services.
- Record drawings will be based on a red-marked set of plans provided by the Project Resident Engineer.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- CONTRACTOR's Design Support during Construction Services Fee Proposal represents CONTRACTOR's best estimate for the costs involved. The Design Support during Construction costs are highly dependent on the construction schedule, CONTRACTOR's operations, proficiency and performance.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall increase the amount of the Agreement by \$432,000 for Phase II: Final Design (\$86,723 for Project Management and \$345,277 for Final Design) and by \$197,000 for Phase III: Construction (\$27,964 for Project Management and \$169,036 for Construction) for a total amount not to exceed of \$629,000 for Amendment No. 7 and a total amount not to exceed of \$1,444,080 for the Agreement for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A-3. CONTRACTOR's compensation for services rendered shall be based on the services outlined in Sections A, Scope of Services; and Summary of Budget of this Exhibit A-3.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses within the not to exceed task budgets during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory completion and acceptance of each major part of the Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA), if any, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.3 CONTRACTOR'S UPDATED HOURLY RATES

PHASE II: FINAL DESIGN RATES UNLOADED

Principal	Associate	Senior Engineer	Project Engineer	Senior CADD Drafter	Secretarial
\$101.54	\$69.52	\$61.16	\$53.08	\$51.35	\$51.49

PHASE III: CONSTRUCTION RATES UNLOADED

Principal	Associate	Senior Engineer	Project Engineer	Senior CADD Drafter	Secretarial
\$106.62	\$73.52	\$64.22	\$55.73	\$53.92	\$54.06

SUMMARY OF BUDGET:

0 PROJECT MANAGEMENT

Task 0.7	Final Design Project Management	\$	86,723	*
Task 0.8	Construction Project Management	\$	27,964	**
SUBTOTAL – PROJECT MANAGEMENT		\$	114,687	

* To be paid under Phase II: Final Design

** To be paid under Phase III: Construction

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PHASE II: FINAL DESIGN

Task 2.10	Engineering Report Updates	\$	5,401
Task 2.10A	Update Foundation Report and Provide Additional Foundation Design Consultation		
Task 2.10B	Update Bridge Hydraulics Study and Location Hydraulics Study		
Task 2.11	95% PS&E Re-Submittal (Superelevation, Standards, Design Code, etc.)	\$	140,775
Task 2.11A	Redesign the Superelevation		
Task 2.11B	Recheck Bridge Design		
Task 2.11C	Revise Bridge Barriers		
Task 2.11D	Update Elastomeric/PTFE Bearings		
Task 2.11E	Permanent Steel Casing		
Task 2.11F	Design for 18" Drain Line into the Stormwater Treatment Plan		
Task 2.11G	Update ROW		
Task 2.11H	2018 Caltrans Standard Specifications and Plans		
Task 2.11I	Update Opinion of Probable Construction Costs (Engineer's Estimate)		
Task 2.12	Final PS&E Submittal	\$	6,906
Task 2.12A	Preparation of Final Submittal Package		
Task 2.13	Miscellaneous Additional Services	\$	37,412
Task 2.13A	Independent Quality Control		
Task 2.13B	Coordination and Quality Control Review		
Task 2.13C	Application for RWQCB Permit		
Task 2.13D	Post-Construction Stormwater Treatment Plan		
FINAL DESIGN - DIRECT COSTS		\$	4,212
SubContractors		\$	150,571
SUBTOTAL – PHASE II: FINAL DESIGN		\$	345,277

* See Phase 0, Project Management, Task 0.7 for additional costs related to Phase II: Final Design

PHASE III: CONSTRUCTION

Task 3.2	Assistance During Bidding	\$	680
Task 3.3	Design Support During Construction	\$	105,411
3.3A	Assistance During Construction	\$	
Task 3.4	Additional Services	\$	0
CONSTRUCTION – DIRECT COSTS		\$	1,915
SubContractors		\$	61,030
SUBTOTAL – PHASE III: CONSTRUCTION		\$	169,036

** See Phase 0, Project Management, Task 0.8 for additional costs related to Phase III: Construction

GRAND TOTAL	\$629,000
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