



**RESOURCE MANAGEMENT
AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: August 8, 2017

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010				

SUBJECT: First Amendment to Agreement No. 26844 with Biggs Cardosa Associates for the D39 Traver Canal Bridge Project

REQUEST(S):
That the Board of Supervisors:

1. Approve the First Amendment to Agreement No. 26844 with Biggs Cardosa Associates to increase the original contract amount by \$26,500 for Construction Support Services for the D39 Traver Canal Bridge Project; and
2. Authorize the Chairman to sign the First Amendment to Agreement No. 26844.

SUMMARY:
On October 28, 2013, Tulare County received federal authorization to proceed with the engineering and environmental document phase for the D39 Traver Canal Bridge Project (Br. No. 46C-0050).

The existing functionally obsolete bridge was constructed in 1918 and consists of a two-lane, three-span structure, with a superstructure consisting of reinforced concrete (RC) deck slab on RC pier walls supported with RC spread footings. The existing bridge qualifies for replacement funding because it has received a low sufficiency rating (70.4) based on biennial inspections by Caltrans inspectors and is considered too narrow based on current standards.

The County, in cooperation with the California Department of Transportation (Caltrans), proposes to replace the existing structure with an approximately 40-foot long by 35-wide, two lane bridge to provide improved safety and operations on the

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facility. Minor improvements to Road D39 leading up to the bridge will take place as part of the bridge replacement project.

The Federal Highway Administration (FHWA) has delegated authority for administering the Highway Bridge Program (HBP) funds in California to Caltrans. As such, the selected alternative for this project must meet Caltrans and FHWA requirements.

On April 26, 2017, Tulare County received federal authorization to proceed with the construction phase of this project, enabling the County to procure any required services related to construction. This contract amendment includes the additional scope and fee required by Biggs Cardosa Associates to perform construction support services. Services include reviewing contractor requests for information (RFI's) and construction submittals, performing periodic construction observation and assisting the County with any design related issues during construction.

The amendment will increase the contract amount by \$26,500 to cover all previously described changes to the original project scope, bringing the new not to exceed dollar amount to \$339,500.

The additional items of work identified under this agreement amendment will be performed under the same terms and conditions as in the original agreement, unless otherwise stated.

This project is scheduled to go out to bid in August 2017 so that construction can begin in November 2017 when flows in the canal are at the lowest. Construction should be completed by February 2018.

FISCAL IMPACT/FINANCING:

There is No Net County Cost to the General Fund.

The initial contract with Biggs Cardosa Associates for the D39 Traver Canal Bridge Project was approved by your Board in the amount of \$313,000 (Tulare County Agreement No. 26844). The additional construction support services, in the amount of \$26,500, will be fully funded by Federal Highway Administration (FHWA) through the Highway Bridge Program (HBP) with the use of "toll credits."

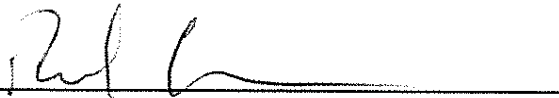
LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Safety and Security and Economic Well Being – This project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the motorists using this facility.

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Associates for the D39 Traver Canal Bridge Project

DATE: August 8, 2017

ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.
Director

RS:jv

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment A - First Amendment to Agreement No. 26844 with Biggs Cardosa
Associates for the D39 Traver Canal Bridge Project

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF FIRST AMENDMENT) Resolution No. _____
TO AGREEMENT NO. 26844 WITH BIGGS) Agreement No. _____
CARDOSA ASSOCIATES FOR THE D39)
TRAVER CANAL BRIDGE PROJECT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD AUGUST 8, 2017, BY
THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved the First Amendment to Agreement No. 26844 with Biggs Cardosa Associates to increase the original contract amount by \$26,500 for Construction Support Services for the D39 Traver Canal Bridge Project; and
2. Authorized the Chairman to sign the First Amendment to Agreement No. 26844.

Attachment A

**First Amendment to Agreement No. 26844
with Biggs Cardoso Associates for the D39
Traver Canal Bridge Project**

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING
CONSULTING SERVICES FOR D39 OVER TRAVER CANAL BRIDGE PROJECT

THIS FIRST AMENDMENT TO AGREEMENT is entered into as of _____
between the COUNTY OF TULARE, referred to as "COUNTY", and BIGGS CARDOSA
ASSOCIATES, a California Corporation hereinafter referred to as "CONSULTANT", with
reference to amending Tulare County Agreement No. 26844.

WHEREAS, the parties provided in Agreement No. 26844 for mutually acceptable changes in
the scope, character, or complexity of the work to be accommodated by a supplemental
agreement; and

WHEREAS, the subject terms and conditions are understood and agreed as set forth below.

ACCORDINGLY, IT IS AGREED:

1. COMPENSATION: The provision in Article 3, "COMPENSATION" of Tulare County
Agreement No. 26844 is hereby amended to read as follows:

TWENTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$26,500.00) shall be added
to the contract to cover construction support services by the CONSULTANT that were not
included at the time of the initial contract agreement. The total compensation from the COUNTY
to the CONSULTANT for all services under the agreement shall not exceed the sum of THREE
HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$339,500). Exhibit
A-1 (Additional Scope of Work and Cost Summary) shows the Additional Work request from
CONSULTANT. This exhibit is incorporated herein by reference.

The basis of payment for the services under this agreement shall be lump sum. Pursuant
to satisfactory completion of this contract, as detailed in Exhibit A-1, a lump sum payment of
\$339,500 (Three hundred thirty-nine thousand five hundred dollars), which includes all expenses
incurred, will be made to the CONSULTANT. The above lump sum payment includes: salary,
fringe benefits, overhead, profit, and all other expenses incurred by the CONSULTANT.

TULARE COUNTY AGREEMENT NO. _____

Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit required deliverable items according to the schedule set forth in the Scope of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of this agreement.

It is agreed that Federal Acquisition Regulations in 48 CFR 31 are the governing factors regarding allowable elements of cost.

49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments shall be complied with.

Any cost for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, will be repaid by the CONSULTANT to the State.

Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions of this article.

2. Except as modified by this First Amendment, all terms and conditions of Agreement No. 26844 shall remain in full force and effect.
3. This FIRST AMENDMENT TO AGREEMENT shall become effective as of the date first above written.

// THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

ATTEST: Michael C. Spata,
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

CONSULTANT

By [Signature]

Title PRESIDENT

By [Signature]

Title Principal

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By [Signature]
Deputy

Matter No. 20171135

Exhibit A - 1

Additional Scope of Work and Cost Summary

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

888 The Alameda
San Jose, CA 95128-5199
Telephone: 408-288-8818
Facsimile: 408-288-8114

July 18, 2017
2014290C

Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia, CA 93277

Attention: Mr. Jason Vivian

Subject: Road D39 Bridge (Replacement) over Traver Canal Project
Construction Services Proposal

Dear Jason:

Biggs Cardosa Associates, Inc. is pleased to submit the following cost proposal to provide construction engineering services on the subject project.

This proposal covers the following services:

- A. Project management during construction and attending the preconstruction, construction kick-off, and up to 2 construction progress meetings.
- B. Provide RE coordination and support including RE File coordination and clarifications.
- C. Construction site visits (total 2 max) during construction as required.
- D. Perform the review of all structural shop drawings and structural submittals required by the project specifications and the Caltrans Standard Specifications. We have assumed that the County's Resident Engineer / Structure Representative will be selective with requesting field level submittals to be reviewed by the Design Engineer to minimize the number of these additional field level submittal required to be reviewed by the Design Engineer.
- E. Respond to RFIs and developing associated CCOs to clarify the construction documents during construction.
- F. Provide As-Built Drawings based on Contractor's red-lined changes. The as-built mark-ups will be hand-drafted on the original signed vellums per current Caltrans Structures guidelines.

BCR

We propose to provide the requested design scope of services on a **time and materials basis, not to exceed \$26,500**, including expenses.

Our billing rates and reimbursable expenses are per the attached rate schedule. Please note that rates shown are current for the period 10/1/2016 to 09/30/2017. Biggs Cardosa Associates gives raises to employees and adjusts rates every year effective October 1. Rates for subsequent years (starting on 10/1/2017) will be per our standard billing rate schedule for that year, but in no event will rates increase at more than 5% per year.


Assumptions:

- ◆ The project construction will start in November 2017 and the construction duration will last no longer than 4 months.
- ◆ A maximum of 3 site visit including the preconstruction meeting and construction kick-off meeting will be required over the course of construction.
- ◆ The County's Resident Engineer / Structure Representative will be selective with requesting field level submittals to be reviewed by the Design Engineer to minimize the number of these additional field level submittal required to be reviewed by the Design Engineer.
- ◆ Responding to RFIs and developing associated CCOs to address contractor errors, alternative construction method requests, or unforeseeable construction field issues (contractor scheduling, contractor equipment limitations, 3rd party coordination/limitations, undocumented existing conditions, etc) that could not typically have been anticipated during design development is not included in the scope of services but can be added as Extra Work Requests as required.

Should you have any questions, please do not hesitate to call.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Ronald Oen, PE
Associate

CHARGE RATE SCHEDULE

Principal	\$216.00 - \$278.00
Associate	192.00
Engineering Manager	166.00
Project Administrator	136.00
Senior Engineer	150.00
Project Engineer	135.00
Staff Engineer	122.00
Assistant Engineer	112.00
Junior Engineer	106.00
Senior Computer Drafter	122.00
Computer Drafter	106.00
Junior Computer Drafter	95.00
Secretarial Services	88.00
Construction Manager	200.00
Senior Structural Representative	176.00
Structural Representative	156.00
Assistant Structures Representative	125.00
Senior Bridge Inspector	156.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	\$0.30/ sq. ft.
Plots	\$1.50/ sq. ft.
Mylar Plots	\$3.00/ sq. ft.

Charge Rates Applicable October 1, 2016 Thru September 30, 2017

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 Proposal_Road D39 Bridge over Traver Canal Project.doc

