

SECOND AMENDMENT TO TULARE COUNTY AGREEMENT NO. 27627

THIS AMENDMENT NO. 2, referred to as "SECOND AMENDMENT", to Tulare County Agreement No. 27627, referred to as the "AGREEMENT", is entered into as of _____, 2019, between the COUNTY OF TULARE, referred to as "COUNTY", and Arrington Watkins Architects, Inc., referred to as "CONSULTANT", incorporated within the State of Arizona in 1994, with reference to the following:

A. WHEREAS, COUNTY has received funding from various sources to design and construct a Transit Operations and Maintenance Facility ("TOMF"), including Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Tulare County Measure R, CalOES Prop 1 B Grant Program, State Transit Assistance (STA) and Local Transportation Funds (LTF) (Collectively referred to as the "Funding Sources").

B. WHEREAS, COUNTY entered into AGREEMENT with CONSULTANT to design TOMF and provide related services; and

C. WHEREAS, COUNTY is undertaking a separate project to design and construct a fire station south of the TOMF as part of COUNTY's Central Road Yard Master Plan; and

D. WHEREAS, COUNTY formed an Ad Hoc Committee under COUNTY Resolution No. 2016-0806 to review the design and cost considerations for the TOMF and interagency coordination for the Central Road Yard Master Plan; and

E. WHEREAS, COUNTY and CONSULTANT wish to enter into this SECOND AMENDMENT for the purposes of modifying the scope of work to include revising the permitted drawings (contract documents) to separate the CNG portion of the work, prepare a deductive proposal request to remove the CNG work from the General Contractor's scope, prepare a separate stand-alone set of documents for a CNG bid package, provide additional cost management estimating services for the separate CNG package, provide additional bid phase services and additional construction administration services for the separate CNG portion of the project. This is a result of the requirements to secure Caltrans funding.

ACCORDINGLY, IT IS AGREED:

1. EXHIBIT A - SCOPE OF WORK of the AGREEMENT is amended to modify and add the following tasks:

- **Task 12 – Project Management & Additional Construction Administration for TOMF**
 - Communications with County on TOMF project status while project was on temporary hold.
 - Project management services from June, 2018 through September, 2018.
 - Attend regularly scheduled conference calls to discuss project status with County on CNG scope and how to meet requirements of grants.
 - Discuss with general contractor on TOMF project how to potentially separate CNG scope of work from TOMF.
 - Monitor and modify the schedule of the project.
 - Coordinate with design consultants on project status and schedule updates.
 - Provide additional Construction Administration services for the completion of TOMF.

TULARE COUNTY AGREEMENT NO. _____

- **Task 13 – Remove CNG Scope from Current Permitted Contract Documents:**
 - Requested by County on September 12th, 2018.
 - Provide additional conference call meetings to discuss project and specific changes in CNG portion of project.
 - Due to Funding source requirements, the CNG portion of the project will need to be rebid. This is required to secure Caltrans funding for the CNG portion of the project.
 - Provide additional project management and consultant coordination for revision of the contract documents.
 - Coordinate with County and General Contractor Seals Construction to identify elements, components and demarcation point for the various CNG systems and site elements to be removed from the current permitted drawings and specifications.
 - Revise architectural site plans, civil master drawings & electrical drawings to define revised scope of work, which includes additional concrete paving and separate limits on the asphalt paving. This includes noting which elements of the project will be constructed “by others”.
 - Revise specifications to modify or remove specific sections of the CNG systems from the current contract scope of work.
 - Provide a draft copy of all revisions to contract documents for County’s review.
 - Provide written responses to each comment received.
 - Incorporate or modify the final contract documents to include any comments received from County’s review.
 - Provide final copy of revised contract documents in electronic PDF format for County’s records. County will coordinate distribution of revised documents to all interested entities.
 - Prepare a written Proposal Request to be issued to Seals Construction for the purposes of establishing a full deductive cost for the CNG portion of the project. This cost will be incorporated into a deductive change order to Seals Construction.

- **Task 14 – Provide Separate CNG Bid Documents:**
 - Requested by County on September 12th, 2018.
 - Provide additional project management and consultant coordination to prepare an entirely new set of contract documents for the CNG portion of the work.
 - Prepare separate drawings and specifications for a CNG bid package.
 - Expedite CNG bid package to comply with grant deadlines.
 - Using the revisions established under Task 13 above, the design team will produce a new set of site background files for architectural, civil, CNG & electrical that establishes the full CNG portion of the work.
 - All elements and components that will remain as part of Seals Construction’s scope of work will be shown as existing and “by others”. The CNG scope of work will be identified through notes and bolder line work on plans. The demarcation point between the two different contracts will be identified.
 - Prepare new title blocks, cover sheet and index of drawings for the CNG scope of work, which is independent from the TOMF portion.
 - Develop independent sheet numbers and project titles for a stand-alone CNG project.

- Utilize existing CNG specification sections and develop any additional specification sections necessary to allow the CNG bid package to be a complete set of documents independent of the TOMF project.
 - Provide additional electrical engineering services to prepare a separate bid package for CNG project.
 - Provide additional coordination meetings, communication and document reviews to make sure the modified TOMF project and CNG project are coordinated between each other.
 - Combine, package and review a draft copy of the final documents.
 - Coordinate with Cumming to prepare a Statement of Probable Cost (SOPC) estimate at the completion of the draft copy of the final documents.
 - Provide one revision of the cost estimate to incorporate the design team and County comments.
 - Provide draft copy of final CNG documents for County's review.
 - Provide written responses to each comment received.
 - Incorporate or modify the final CNG contract documents to include any comments received from County's review.
 - Provide final copy of CNG contract documents and cost estimate in electronic PDF format for County's records and use in bidding. County will coordinate distribution of final CNG documents to all interested parties. This includes submission to Building Official for Permit modification / issuance.
- **Task 15 – Bidding Services – CNG Package:**
 - Requested by County on September 12th, 2018.
 - Coordinating with County personnel and assisting with the competitive bidding process for the CNG Scope of work.
 - It is our understanding that the County will take care of most of the bidding process that includes document printing, advertisements, specific bidding requirement specifications and handling the bid opening process.
 - Coordinate PDF print sets and electronic documents for bidding.
 - Respond to questions from bidders regarding plans and specifications.
 - Receive, review and make recommendations regarding any requests for substitutions.
 - Develop and issue addenda as required to modify the CNG contract documents and clarify contractor questions.
 - Attend a pre-bid meeting / walk with the County. QK will represent the design team.
 - Assist the County in evaluating the bids.
 - First bid results were rejected by the County on February 12, 2019.
 - Design team modified CNG documents to include all previous Addendum items.
 - Design team prepared new CNG documents for issuance on 2nd bid period.
 - Support for 2nd bid period on questions and addendum responses.
 - Submit a complete set of project documents in PDF format to the successful General Contractor.

- **Task 16 – CNG Construction Administration:**
 - Requested by County on September 12th, 2018.
 - This task involves assisting the County with additional construction administration services for the CNG portion of the work.
 - It is assumed that the CNG project will have some overlap with the TOMF project, but we expect the CNG project to extend beyond the completion of the TOMF project and have a separate Substantial Completion date.
 - Provide additional on-site attendance at construction meetings. QK will represent the design team for CNG and Teter will represent for electrical work.
 - Provide additional set up to track and coordinate the distribution of separate RFI's, shop drawings and other submissions for the CNG project to design consultants.
 - Provide additional CA services for the extension of the CNG project, which will include review of shop drawings, samples, testing reports, special inspection reports and RFI responses.
 - Coordinate with County, Consultants and General Contractor to determine the dates for Substantial completion.
 - Provide additional Substantial Completion site walk (punch list) and Final Completion (back check) for the CNG project. We anticipate that the CNG project will have separate Substantial Completion and Final Completion dates from the TOMF project.
 - Provide separate review of As-built drawings and close-out documents for the CNG project.

- **Task 17 – Construction Administration Contingency:**
 - Establish a contingency fee for additional Construction Administration services if needed.
 - Due to the splitting of the CNG work from the TOMF project there will be additional work involved to keep the two projects tracked separately for submittals, correspondence and RFI's.
 - There will be overlap between the two projects during construction, design team will make an effort to combine tasks as appropriate to minimize time involved. Therefore, the establishment of a contingency fee to cover any redundancy in tasks is necessary.
 - The CNG project will conclude beyond the completion of the TOMF project. To account for the additional project schedule and provide adequate services for both projects, this contingency fee is necessary.
 - AW will coordinate with County on use of CA contingency fee.

2. EXHIBIT B – SCHEDULE of the AGREEMENT is amended to read as follows:

Notice to Proceed	May 25, 2016
Schematic Design	July 22, 2016
50% Design	November 18, 2016
95% Design	December 23, 2016
Well Site Bid Documents	January 09, 2017
Final TOMF Bid Documents	June 01, 2017

Construction Bids Received	February 8, 2018
CNG Bid Documents	December, 2018
CNG Bids Received	March 25, 2019
TOMF Construction Completed	January 2020
TOMF Project Closeout	February 2020
CNG Construction Completed	April 2020
CNG Project Closeout	May 2020

3. EXHIBIT C-1 – COMPENSATION FOR CONSULTANT’S SERVICES of the AGREEMENT is hereby added to Exhibit C to reflect additional compensation for CONSULTANT’S services as described in revised Exhibit A. Exhibit C-1 is added and reads:

Task 12: Project Management & Additional Construction Administration for TOMF:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$34,972	10%	\$3,497	\$38,469	
b. Quad Knopf	\$22,727	10%	\$2,273	\$25,000	
c. Task 12 - Total					\$63,469

Task 13: Remove CNG Scope from Current Permitted Contract Documents:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$10,646	10%	\$1,065	\$11,711	
b. Quad Knopf	\$7,436	10%	\$744	\$8,180	
c. Teter	\$3,000	10%	\$300	\$3,300	
d. Cumming	\$2,545	10%	\$255	\$2,800	
e. Task 13 - Total					\$25,991

Task 14: Provide Separate CNG Bid Documents:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$10,669	10%	\$1,067	\$11,736	
b. Quad Knopf	\$10,201	10%	\$1,020	\$11,221	
c. Teter	\$8,000	10%	\$800	\$8,800	
d. Cumming	\$4,773	10%	\$477	\$5,250	
e. Task 14 - Total					\$37,007

Task 15: Bidding Services – CNG Package

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$6,965	10%	\$697	\$7,662	
b. Quad Knopf	\$4,720	10%	\$472	\$5,192	
c. Teter	\$2,000	10%	\$200	\$2,200	
d. Task 15 – Total					\$15,054

Task 16: CNG Construction Administration:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$55,132	10%	\$5,513	\$60,645	
b. Quad Knopf	\$15,475	10%	\$1,547	\$17,022	
c. Teter – Elec.	\$8,000	10%	\$800	\$8,800	
d. Task 16 – Total					\$86,467

Task 17: Construction Administration Contingency:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$52,957	10%	\$5,296	\$58,253	
b. Quad Knopf	\$9,597	10%	\$960	\$10,557	
c. Task 17 – Total					\$68,810

Sub-Total Fees: \$296,798

Additional Expenses:

Arrington Watkins	\$3,852
Teter – Elec.	\$1,000

Total Additional Compensation: \$301,650

All other terms and conditions of Tulare County Agreement No. 27627 will remain in full force and effect.

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: _____,
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

CONSULTANT

By Patricia M. Thornton

Patricia M. Thornton, President
Arrington Watkins Architects, Inc.

By Michael W. Conder

Michael W. Conder, Secretary / Treasurer
Arrington Watkins Architects, Inc.

Approved as to Form
County Counsel

By [Signature] 4/17/17
Deputy

Matter ID: 2016635