

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *CPM*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE April 14, 2009

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Amendment No. 3 to Agreement No. 2004-1 with BkF Engineers, to Add Additional Engineering Service for the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue Intersection Improvement Projects

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 3 to Agreement No. 2004-1 with BkF Engineers to add additional engineering services for the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue Intersection Improvement Projects.
2. Authorize the Director of Public Works to execute the agreement.
3. Direct the Auditor-Controller to make the necessary budget adjustments, per the financial transaction sheet.

FISCAL IMPACT:

The estimated total cost of the project is \$4,495,400. The Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue Intersection Improvement Projects will be funded 100% by Regional Transportation Impact Fee (RTIF) funds. At this time, \$62,000 is needed for additional engineering services.

BOARD ACTION AS FOLLOWS:

No. 2009-229

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Amendment No. 3 to Agreement No. 2004-1 with BkF Engineers, to Add Additional Engineering Service for the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue Intersection Improvement Projects

DISCUSSION:

In January 2004, the Board of Supervisors approved the Public Works Road Congestion Relief Program. Two of the projects approved under this program were the improvements of the Geer Road at Santa Fe Avenue intersection and the Hatch Road at Santa Fe Avenue intersection. The proposed improvements consist of traffic signals, installation of left turn lanes, upgrade to the railroad signals and crossings, pavement widening, traffic striping, and expansion of the existing bridge on Santa Fe Avenue near Hatch Road.

In May 2004, the Board of Supervisors awarded a contract to BkF Engineers for engineering services for the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue Intersection Improvement Projects.

In June 2006, the Board of Supervisors approved Amendment No. 1 with BkF Engineers to add additional engineering services for the design of the bridge on Santa Fe Avenue at Hatch Road and preparation of environmental clearance documents.

In July 2007, the Board of Supervisors approved Amendment No. 2 with BkF Engineers to add additional engineering services for the improvements at Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue. These additional engineering services included the preparation of individual specifications and plans for each intersection and plans and specifications for the bridge on Santa Fe Avenue.

On August 28, 2007, the Board of Supervisors adopted the Mitigated Negative Declaration for the Stanislaus County intersection improvements at Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue. Also approved were the purchase agreements to acquire road right-of-way associated with the project. On June 27, 2008, the Department of Public Works certified that all necessary right-of-way for the bridge improvements on Santa Fe Avenue near Hatch Road had been obtained.

On July 22, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Stanislaus County Intersection Improvements - Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project and directed the Clerk to publish the notice inviting bids.

On September 9, 2008, The Board of Supervisors authorized the Director of Public Works to sign the Consent to Common Use Agreement with the Turlock Irrigation District for the Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project.

On October 21, 2008, the Board of Supervisors awarded the contract to Agee Construction Corporation of Clovis, California for the Stanislaus County Intersection Improvements - Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project.

Approval of Amendment No. 3 to Agreement No. 2004-1 with BkF Engineers, to Add Additional Engineering Service for the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue Intersection Improvement Projects

This phase of the project consists of the widening of the existing bridge on Santa Fe Avenue over the Ceres Main Canal to add one travel lane in the northbound direction to allow for a dedicated right turn lane that will be incorporated into the Hatch Road at Santa Fe intersection Project that is scheduled for construction in 2009. The existing bridge wood railings will be replaced with concrete barriers. This project will also provide seismic retrofit to the existing bridge to comply with the current seismic standards for bridges.

After award of the construction contract for the Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project, staff requested a proposal from BkF Engineers to provide construction consulting services during the construction of the bridge. These services mainly consist of answering requests for information and review of submittals by the construction contractor. BkF Engineers provided a proposal to staff to perform this work in the amount of \$10,000.

During the construction of the Phase 2: Santa Fe Avenue Bridge and Retrofit Project, an inspection of the existing bridge was conducted by Public Works staff, BkF Engineers' subconsultant Biggs Cardosa Engineers, and Agee Construction and it was determined that to retrofit the existing bridge would take more work, time and money than what was originally anticipated. Agee Construction proposed to remove the existing bridge and construct a new box culvert in accordance with State Standards. Based on the information provided, Public Works staff, determined that it was in the best interest of the County to remove the existing bridge and replace it with a box culvert. BkF Engineers provided a proposal to perform the engineering design for the box culvert. Staff reviewed the proposal and has agreed to proceed with the replacement of the existing bridge as the best option for the County. The BkF Engineers' proposal for redesign of the bridge and construction support services is in the amount of \$62,000.

The construction of the bridge over the Ceres Main Canal has been completed. We are still anticipating construction of the intersection improvements this summer. At this time there is no change in the schedule for this project.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

RM:sr

L:\roads\9208Hatchroadatsantafedesign\boarditems\boarditem3-3-09

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	Transfer budget to Geer Rd @ Santa Fe and Hatch Rd @ Santa Fe Projects	
Period	JUL-08 to JUN-09	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund	Org	Account	G/L Proj	Loc	Misc	incr appropriations	decr appropriations	decr est revenue	incr est revenue	
	4	7	5	7	6	6					
1	1102	40310	63280	9208	0	0.0	31,000.00				
2	1102	40310	63280	9704	0	0.0	31,000.00				
3	1102	40310	63280	0	0	0.0			62,000.00		
4	1102	40310	46615	0	0	0.0	62,000.00				
5	1102	40310	46615	9208	0	0.0			31,000.00		
6	1102	40310	46615	9704	0	0.0			31,000.00		
7						.0					
8						.0					
9						.0					
10						.0					
11						.0					
12						.0					
13						.0					
14						.0					
15						.0					
16						.0					
17						.0					
18						.0					
19						.0					
20						.0					
21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
Totals								124,000.00	124,000.00		

Transfer budget to Geer Rd @ Santa Fe and Hatch Rd @ Santa Fe Projects

Requesting Department		CEO		Auditors Office Only	
Sharon Andrews					
Signature		Signature		Prepared By	
2/19/09		04-07-09		2/20/09	
Date		Date		Date	

Contact Person & Phone Number

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**



BATCH SCREEN

Batch
 Period
 Description

JOURNAL SCREEN

Journal
 Category
 Balance Type A = Actual or E = Encumbrance
 Description
 Control Total

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	2400	61270	85850	0	0	0	0.0	62,000.00		
2	1102	40310	46615	9208	0	0	0.0		31,000.00	
3	1102	40310	46615	9704	0	0	0.0		31,000.00	
4							0.0			
5							0.0			
6							0.0			
7							0.0			
8							0.0			
9							0.0			
10							0.0			
11							0.0			
12							0.0			
13							0.0			
14							0.0			
15							0.0			
16							0.0			
17							0.0			
18							0.0			
19							0.0			
20							0.0			
21							0.0			
22							0.0			
23							0.0			
24							0.0			
25							0.0			
26							0.0			
27							0.0			
Totals								62,000.00	62,000.00	

Explanation: Transfer funds from RTIF to Geer Rd @ Santa Fe and Hatch Rd @ Santa Fe

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>[Signature]</i>	<i>[Signature]</i>		
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
2/19/09	2/20/09		
Date	Date	Date	Date

BkF ENGINEERS
AMENDMENT NO. 3 TO PROJECT AGREEMENT
For
Geer Road at Santa Fe Avenue and
Hatch Road at Santa Fe Avenue Intersections

This Amendment is made and entered into on April 14, 2009, in the City of Modesto, State of California, by and between the County of Stanislaus ("COUNTY") and BkF Engineers, ("CONSULTANT"), for and in consideration of the promises, and the mutual promises, covenants, terms, and conditions, hereinafter contained.

1. The original Project Agreement is amended to revise Scope of Work per letter proposals dated November 18, 2008, and December 2, 2008.

COMPENSATION

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed the original contract amount; \$295,100; Amendment No. 1; \$72,300, Amendment No. 2; \$51,050 plus the contract Amendment No. 3 amount of \$62,000; total not to exceed \$480,450; including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained pursuant to Paragraph 1.5 of the Master Agreement dated May 18, 2004.

2. Part 7 of the Master Agreement for Professional Services is deleted in its entirety and the following is inserted:

7.1 Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

7.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

7.3 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the

BkF ENGINEERS
AMENDMENT NO. 3 TO PROJECT AGREEMENT
For
Geer Road at Santa Fe Avenue and
Hatch Road at Santa Fe Avenue Intersections

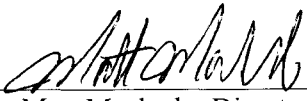
defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

7.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

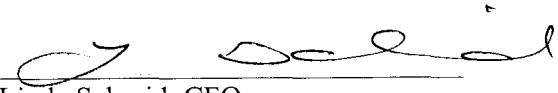
3. All other terms and conditions of said Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Amendment effective on the date written above.

COUNTY OF STANISLAUS


By: 
Matt Machado, Director
Department of Public Works

BkF ENGINEERS


Linda Schmid, CFO

APPROVED AS TO FORM

John P. Doering,
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel