

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

DEPT: Chief Executive Office

BOARD AGENDA #: *B-2

AGENDA DATE: November 8, 2016

SUBJECT:

Approval of a Limited Time Extension With Hensel Phelps Construction Company for the Completion of Site Work and Approval to Design the Phased Landscaping Plan for the Public Safety Center Projects

BOARD ACTION AS FOLLOWS:

No. 2016-556

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA #: *B-2

Urgent Routine

AGENDA DATE: November 8, 2016

CEO CONCURRENCE: *phot*

4/5 Vote Required: Yes No

SUBJECT:

Approval of a Limited Time Extension With Hensel Phelps Construction Company for the Completion of Site Work and Approval to Design the Phased Landscaping Plan for the Public Safety Center Projects

STAFF RECOMMENDATIONS:

1. Approve a 27-day limited non-compensable time extension with Hensel Phelps Construction Company for the completion of site work at the Public Safety Center.
2. Approve a Third Amendment to the Agreement with Hellmuth, Obata and Kassabaum, Inc., (HOK) for design and related services to complete the landscaping and design plan for a Memorial Garden in the amount of \$24,850, within the approved Public Safety Center Expansion Project Three budget.
3. Authorize the Chief Operations Officer, acting as Project Manager to execute the Third Amendment to the Agreement with HOK as long as it is within the approved budget.

DISCUSSION:

The Public Safety Center Expansion AB 900 Phase II Project One-Maximum Security and Medical Mental Health and Project Three-Intake and Release, are scheduled to achieve Final Completion on November 15, 2016. Final punch list items and critical system testing are underway and expected to be completed by November 15, 2016. Upon Final Completion, the Contractor will turn the facility over to the County to prepare for the phased facility opening beginning in March 2017.

On October 25, 2016, the Board of Supervisors approved a Change Order with Hensel Phelps Construction Company, the Contractor hired to build AB 900 Phase II Project One and Project Three, to install rock landscaping around the perimeter of AB 900 Phase II Project One. Given that the installation of work is occurring near the Final Completion date, the Project Manager is recommending approval of a 27-day limited non-compensable time extension with Hensel Phelps Construction Company to finish the site work. This limited time extension will end on December 12, 2016, at which time all work by Hensel Phelps will be completed.

Approval of a Limited Time Extension With Hensel Phelps Construction Company for the Completion of Site Work and Approval to Design the Phased Landscaping Plan for the Public Safety Center Projects.

Memorial Garden

On October 12, 2012, the Board of Supervisors approved an Agreement with HOK for architectural design services for Public Safety Center Expansion AB 900 Phase II Project One and Project Three. The Board has also approved two amendments to this Agreement. The first amendment was approved in June 18, 2013 for additional signage design for Project Three. The second amendment was approved September 27, 2016 for a landscaping, parking and traffic circulation design for the Public Safety Campus.

If approved, the Third Amendment to the Agreement with HOK will be to provide landscape and design services to create a Memorial Garden at the Public Safety Center Campus. The Memorial Garden will honor all branches of military service and law enforcement. This garden will be complete with landscape, flag poles and a memorial plaque. The garden will be located between Project Three and the adjacent parking lot.

POLICY ISSUE:

Approval of these recommendations is consistent with the Board of Supervisors approval of the Public Safety Center Expansion projects, AB 900 Phase II Project One and Project Three on August 27, 2013.

FISCAL IMPACT:

The cost for the amendment with HOK to design the Public Safety Campus Memorial Garden is \$24,850, and is within the approved project budget for the Public Safety Center Expansion Project Three. Project Three has over \$500,000 remaining in Construction Contingency. Upon completion of the phased design, staff will return to the Board for approval of the project. Both AB900 Phase II Project One and Project Three will be completed under budget.

There is no fiscal impact associated with the recommendation for a limited twenty-seven day non-compensable time extension with Hensel Phelps.

Cost of Recommended Action:	\$	24,850
Source(s) of Funding:		
PSC Expansion Project Three Funds		24,850
Funding Total:	\$	24,850
Net Cost to County General Fund	\$	-

Fiscal Year:	16/17
Budget Adjustment/Appropriations needed:	NO

Fund Balance as of N/A

Approval of a Limited Time Extension With Hensel Phelps Construction Company for the Completion of Site Work and Approval to Design the Phased Landscaping Plan for the Public Safety Center Projects

BOARD OF SUPERVISORS' PRIORITY:

Approval of these recommendations is consistent with the Board of Supervisors' priority of A Safe Community by ensuring the Contractor has adequate time to complete the Change Orders and that Public Safety Campus has a complete landscaping plan including the Memorial Garden.

STAFFING IMPACT:

This portion of the project will be successfully handled by Capital Projects and the Sheriff's Transition Team.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer (209) 525-6333

ATTACHMENT(S):

1. Third Amendment to HOK Contract

**THIRD AMENDMENT TO
STANISLAUS COUNTY PROFESSIONAL SERVICES AGREEMENT WITH HOK
FOR BRIDGING ARCHITECT SERVICES FOR PROJECT THREE**

This Third Amendment to the Stanislaus County Professional Services Agreement for Bridging Architect Services for Project Three ("**Amendment Three**") is entered into as of November 8, 2016 ("**Amendment Effective Date**"), by and between the County of Stanislaus ("**County**") and Hellmuth, Obata & Kassabaum, Inc. ("**HOK**"). County and HOK shall be referred to collectively herein as "**Parties**," and individually as a "**Party**."

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement dated October 3, 2012, amended it by Amendment One dated June 18, 2013 and amended it by Amendment Two dated September 27, 2016 ("**Agreement**") relating to Architectural Design Services for Project Three (Intake, Release and Transportation) of the Stanislaus County Public Safety Center Jail Expansion Project.

WHEREAS, the Parties desire to amend the Agreement to add to HOK's scope of work "Construction Documents and Administration for Site Improvements" as more specifically described in Exhibit 1-D attached hereto and incorporated herein for Project Three of the Stanislaus County Public Safety Center Jail Expansion Project.

WHEREAS, Article 27 of the Agreement provides that any amendment to the Agreement shall be effective only if in a writing signed by authorized representatives of the Parties.

NOW, THEREFORE, by the signatures of their authorized representatives below, the Parties agree as follows:

SECTION 1. AMENDMENTS

1. The following Sections are added as new sections after Section 12 "County's Responsibilities" of Appendix A, Services to be Provided by Bridging Architect:

13 Construction Document Phase

13.1 Design Refinement

13.1.1 Refine and further design conceptual landscape / plaza elements.

13.1.2 Provide CAD base plan showing the layout, determine the project materials and coordinate with infrastructural requirements that may be needed (irrigation and drainage).

13.1.3 Provide a dimensioned site plan with material callout for design team and County review and approval before progressing with the completion of Construction Documents.

13.1.4 Meeting with County to review Design Refinements.

13.1.5 Comments and revisions from meeting will be incorporated into Construction Documents.

13.2 Construction Documents

13.2.1 Hardscape Plans and Details for all hardscape elements such as concrete paving, pavers (if any), edging, seat walls (if any), memorial plaque base, curbs, fixed site furnishings, and soft paving such as decomposed granite.

13.2.2 Grading and Drainage – use site topo provided by County and any additional site grading and drainage plans associated with Project 3 (to be provided by County) to develop specific grading and drainage plans for the plaza and landscape addition. New design will feather into existing and proposed edge conditions. Drainage will tie to the existing system. No storm water filtration areas are anticipated.

- 13.2.3 Lighting – No photometric or electrical plans are included in this scope. HOK will provide a selection of lighting fixtures such as pole lights, bollards, etc. Landscape accent lighting is not anticipated in this scope. HOK will provide a design narrative for the connection of flag pole lights.
- 13.2.4 Irrigation Design will include all areas in this scope. New irrigation will tie to the Project 3 irrigation system. County to provide final Project 3 irrigation design plans to HOK.
- 13.2.5 Planting Plans and Details for the planting areas as well as mulch, root barriers, edging, etc. as commonly constructed by the landscape contractor.
- 13.2.6 Meetings – One meeting / site visit during this phase. HOK will be available for web-based meetings as needed (assuming two or three).
- 13.2.7 Submittals for County Department Review – The County will handle the submittal of landscape plans to any applicable County Departments for review and permitting. HOK will provide all documents in electronic PDFs as needed. Documentation is only provided for County submittal (no other agencies) and approval only and for bid and installation purposes.

14. Bid and Construction Administration

- 14.1 Bid – County will take the lead in preparing the bid documents, noticing and administering the bid. HOK will be available to answer questions and provide clarifications during the bid process and assist the County in review of bids for completeness.
- 14.2 Construction Administration – HOK does not have an active role in the management of construction. HOK / KLA will participate in project construction meetings, site walks, answer RFI's, review submittals, and provide clarification details as warranted. HOK / KLA will walk the project at completion of installation and provide a punch list for the contractor. If an irrigation audit is needed at completion (per the County requirements) it will need to be provided by a third party certified auditor.

2. Paragraph 1.3 of Appendix B is replaced with the following:

- 1.3 Bridging Architect's fee for Project Three of the Public Safety Center Jail Expansion Project is increased by Twenty-Four Thousand Eight Hundred Fifty Dollars (\$24,850). The new total shall not exceed One Million Two Hundred Fifty-Nine Thousand Eight Hundred Fifty (\$1,259,850.00) Dollars, comprised of the following:

HOK's initial proposal dated 8/9/12:	\$ 923,000
Programming and overall project coordination:	\$ 45,000
Design Build assist:	\$ 45,000
Site Presence:	\$ 142,500
Signage Design Services:	\$ 19,500
Town Square Planning	\$ 43,000
Site Improvements to Building E (Conceptual)	\$ 17,000
Site Improvements to Building E (CD's and CA's)	\$ 24,850

	\$1,259,850

This measure shall constitute Bridging Architect's full compensation for its work.

3. The following paragraph is added at the end of Appendix C, Milestone Schedule:
 “Building E Site Improvements: HOK / KLA will complete the scope of work for design and construction documents (not bid and construction administration) within nine (9) weeks of authorization to proceed.”
4. This Amendment Three shall constitute the written County authorization required by Paragraph 1.4.3 for HOK to perform this scope of Additional Services using a portion of County’s Allowance.

SECTION 2. AUTHORITY

Each Party represents to the other Party that this Amendment has been executed in compliance with the requirements of Article 27 of the Agreement.

SECTION 3. GENERAL PROVISIONS

Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement. In the event of a conflict between any provision of the Agreement and a provision of this Amendment, the provision of this Amendment shall control. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the Amendment Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“County”

COUNTY OF STANISLAUS

By: *Patricia H. [Signature]*

Its: *Chief Operations Officer*

“Bridging Architect”

HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California

By: _____

Its: _____

Approved as to Form:

Date: *11/3/16*

By: *[Signature]*
 John P. Doering, County Counsel

3. The following paragraph is added at the end of Appendix C, Milestone Schedule:
"Building E Site Improvements: HOK / KLA will complete the scope of work for design and construction documents (not bid and construction administration) within nine (9) weeks of authorization to proceed."
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"County"

COUNTY OF STANISLAUS

By: _____

Its: _____

"Bridging Architect"

HELLMUTH, OBATA & KASSABAUM, INC., a
 Missouri Corporation, licensed to do business
 in California

By: D. J. Crothy

Its: VICE PRESIDENT

Approved as to Form:

Date: _____

By: _____
 John P. Doering, County Counsel



Exhibit 1-D



PLAN

