

STAFF REPORT

SUBJECT: SECOND AMENDMENT TO PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES AGREEMENT WITH JEFF KATZ ARCHITECTURAL CORPORATION STATION 41 ARCHITECTURAL SERVICES

Board of Directors of Coastside Fire Protection District:

Recommendation:

It is recommended that the District's contract with Jeff Katz Architectural Corporation (the "Contract") be amended to add code required special inspection services scope of work by Geocon Consultants, Inc. as a cost to the current Contract as shown in the Second Amendment, Attachment 2 to this staff report. The price for these services is \$76,650.00.

Background and Discussion:

On March 6, 2015, the District entered into the Contract with Jeff Katz Architectural Corporation for the design of Station 41. On April 25, 2018, the District approved a First Amendment to the Contract.

The proposal from Jeff Katz Architectural Corporation to process Geocon Consultant's Inc.'s through as a cost and the scope of services and price from Geocon Consultants, Inc. is attached hereto as Attachment 1.

Fiscal Impact

If approved, the Contract with Jeff Katz Architectural Corporation would be amended to include the above-described additional work at a cost of \$76,650.00.

Attachments:

1. July 22, 2018 proposal from Jeff Katz Architectural Corporation and April 25, 2018 proposal from Geocon Consultants, Inc.
2. Resolution Authorizing the Board President to Execute a Second Amendment to Professional Architectural and Engineering Consultant Services Agreement with Jeff Katz Architectural Corporation Station 41 Architectural Services

ATTACHMENT 1

j e f f k a t z
ARCHITECTURE

July 22, 2018

Paul Cole, Fire Chief
Coastside Fire Protection District
1191 Main Street
Half Moon Bay, California 94019

RE: **Additional Services, Special Inspection – Coastside Fire Station No. 41**

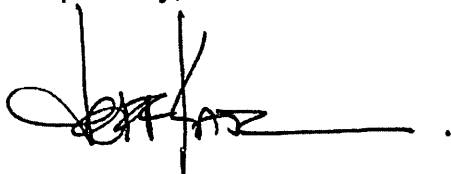
Dear Chief Cole,

Per your request I am pleased to offer this proposal for to incorporate code required Special Inspection services during construction of the new station. This work will be performed by Geocon, Inc. per the attached scope of work proposal and will be invoiced to the District by JKA on an hourly, Not To Exceed basis. The anticipated Not To Exceed amount at this time is Seventy Six Thousand Six Hundred and Fifty Dollars (\$76,650.00). Please note that most of the required inspection services durations are dependent on the contractor's schedule and performance. The estimated amounts are based on past experience, but every project is different. Should additional effort be required beyond what is noted here I will identify that for the District before the funds are needed.

Invoices will be submitted monthly for the work completed during the month.

I appreciate the opportunity to present this proposal. I am available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. I am excited that we are ready to break ground on this long awaited project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 698-9177.

Respectfully,



Jeff Katz, AIA



Project No. E8940-04-01
April 25, 2018

Jeff Katz Architecture
6353 Del Cerro Boulevard
San Diego, California 92120

Attention: Mr. Jeff Katz

Subject: COASTSIDE FIRE PROTECTION DISTRICT – FIRE STATION #41
OBISPO ROAD
EL GRANADA, CALIFORNIA
REQUEST FOR CHANGE ORDER NO. 1: FEE ESTIMATE FOR GEOTECHNICAL TESTING AND
OBSERVATION, SPECIAL INSPECTION AND MATERIALS TESTING DURING CONSTRUCTION

- References:
1. *Geotechnical Investigation, Coastside Fire Protection District, Coastside Fire Station No. 41*, dated August 15, 2016 (Geocon Project No. E8940-04-01).
 2. *Civil Plans: Coastside Fire Protection District, Fire Station #41, Obispo Road, El Granada, CA 94018*, prepared by BKF Engineers, dated December 15, 2017 (BKF Project No. 20146103).
 3. *Structural Plans: Coastside Fire Protection District, Fire Station #41, Obispo Road, El Granada, CA 94018*, prepared by Ori² Engineering, dated December 15, 2017 (Ori² Project No. 150202).

Dear Mr. Katz:

We present this request for change order to accommodate construction-related services during site development and construction for the subject Coastside Fire Protection District fire station in El Granada. Provided herein are scope of services summaries and fee estimate for geotechnical testing and observation, and special inspection and materials testing services.

We have based our estimated effort on the referenced plans and experience with similar projects. The effort estimated herein should be revisited once a formal construction schedule is available and should also be reviewed by the appropriate project contractor(s).

We understand that prevailing wage requirements apply to this project. The performance of the geotechnical services outlined herein will maintain our role as Geotechnical Engineer of Record for the project.

SCOPE OF SERVICES - GEOTECHNICAL TESTING AND OBSERVATION

We anticipate our field technicians will be onsite for:

- Geotechnical observation and compaction testing during site grading
- Geotechnical observation and compaction testing during the placement of underground utility bedding materials and backfill operations and retaining wall backfill
- Geotechnical observation and compaction testing during subgrade preparation and the placement of aggregate materials for exterior flatwork and pavement
- Geotechnical observation of foundation excavations

SCOPE OF SERVICES – SPECIAL INSPECTION AND MATERIALS TESTING

Based on the referenced structural plans and our understanding of the project, special inspections and materials testing (where applicable) will be required for the reinforced concrete foundations and slab-on-grade for the fire station, reinforced concrete site retaining walls, reinforced masonry walls, field welding, wood-framing, and roof-nailing. Our special inspectors will be equipped with a vehicle and sufficient field-testing equipment to provide the results of typical field tests at the site. Inspections and material testing will be performed in general accordance with the project plans and 2016 California Building Code.

PROPOSED FEES

Actual charges for our services will depend upon the extent and nature of the work to be performed, contractor ways and means of construction, the amount of services requested, and the construction schedule and productivity. We will endeavor, however, to keep costs to a minimum, consistent with your interests and the project requirements. Re-inspections and time spent working on non-compliant work is not included in our proposal. Should the scope of our work change, we should be notified to review our cost estimate. To prepare this estimate, notable assumptions were made based on the information provided.

Based on the information presented above and our understanding of the project, our anticipated services and estimated fees are outlined below. Our services will be provided on an on-call, time-and-materials basis as requested by representatives of Coastside Fire Protection District and will be largely contingent upon the pace of construction and contractor performance. Our field technicians and special inspectors will be equipped with a vehicle and sufficient testing equipment to provide the results of typical field tests at the site.

Costs for our technicians and inspectors will be invoiced at a rate of \$110 per hour (\$120 per hour for welding inspectors) during a normal 8-hour day, Monday through Friday, portal-to-portal. The stated hourly rates are reflective of prevailing wage requirements for the project. Hours worked in excess of 8 hours per day or 40 hours per week will be charged at time and one-half per hour. The trip durations estimated below include travel time. All vehicles and basic field testing equipment are included in the hourly rate. Overtime charges will not be incurred for travel to and from the site, Monday through Friday.

Item	Estimated Fee
Part I: Grading	
Field Technician – estimated 8 trips and 80 inspector hours	\$ 9,460
Laboratory Testing – Geotechnical	<u>1,000</u>
Subtotal – Part I:	\$ 10,460
Part II: Site Utilities and Retaining Wall Backfill	
Field Technician – estimated 8 trips and 80 inspector hours	\$9,050
Laboratory Testing – Geotechnical	<u>500</u>
Subtotal – Part II:	\$9,960
Part III: Reinforced Concrete - Concrete Site Retaining Walls	
Special Inspector – estimated 12 trips and 96 inspector hours	\$ 11,550
Laboratory Testing – Concrete – estimated 8 sets of 5-cylinder specimens	<u>1,000</u>
Subtotal – Part III:	\$ 12,550

Part IV: Reinforced Concrete – Fire Station Foundations and Slabs	
Special Inspector – estimated 10 trips and 76 inspector hours	\$ 9,190
Laboratory Testing – Concrete – estimated 6 sets of 5-cylinder specimens	750
Subtotal – Part IV:	\$ 9,940
Part V: Reinforced Masonry– Fire Station Walls	
Special Inspector – estimated 10 trips and 76 inspector hours	\$ 9,190
Laboratory Testing – Masonry	1,500
Subtotal – Part IV:	\$ 10,700
Part VI: Field Welding	
Special Inspector - estimated 4 trips and 40 inspector hours	\$ 5,130
Part VII: Framing and Roof Nailing	
Special Inspector – estimated 6 trips and 24 inspector hours	\$ 3,140
Part VIII: Finish Site Work – Exterior Flatwork and Pavements	
Field Technician – estimated 6 trips and 36 inspector hours	\$ 4,790
Part IX: Engineering Review, Reporting and Project Management	\$ 10,000
TOTAL ESTIMATE:	\$ 76,650

ASSUMPTIONS AND LIMITATIONS

- Structural plans other than those referenced were not provided. We have based our estimate for testing and inspection based on our understanding of the project structural components and our experience with similar projects.
- This estimate is intended for project budgeting only and appropriate contingencies should be made. Additional testing and inspection may be required to accommodate project needs. Where not listed here, testing and inspection services will be provided on a time-and-materials basis per our existing contract.
- Eight-hour minimums will apply to field welding inspectors.
- Shop welding inspections will not be required.
- Onsite inspection and testing time will be limited to eight hours or less during normal business hours, Monday through Friday. Overtime and Saturday hours were not considered in the preparation of this proposal but will be provided in accordance with the terms of our existing contract, if needed to accommodate jobsite needs, or as requested.
- The proposed scope of services does not include the evaluation or identification of the potential presence of hazardous or corrosive materials. As our client, please recognize that construction monitoring is a technique employed to reduce the risk of problems arising during construction.

- Provision of construction testing is not insurance, nor does it constitute a warranty or guarantee of any type. Even with diligent construction testing, some latent construction defects may be missed. In all cases, contractors shall retain responsibility for the quality of their work, for adhering to plans and specifications, and for repairing defects regardless of when they are found.
- Geocon will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal.

AUTHORIZATION

We are requesting a \$76,650 change order to accommodate the additional services discussed herein. If you are in agreement, please execute the attached Change Order Agreement and return to us. Our services will be provided in accordance with our existing contract dated July 8, 2016. Please contact us if you have any questions regarding this proposal or if we may be of further service.

Sincerely,
GEOCON CONSULTANTS, INC.



Shane Rodacker, PE, GE
Vice President

(1/e-mail) Addressee

Attachment: Change Order Agreement for Professional Services

ATTACHMENT 2

RESOLUTION NO. 2018-31

A RESOLUTION OF THE DISTRICT BOARD OF COASTSIDE FIRE PROTECTION DISTRICT AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A SECOND AMENDMENT TO THE PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES AGREEMENT WITH JEFF KATZ ARCHITECTURAL CORPORATION STATION 41 ARCHITECTURAL SERVICES

WHEREAS, on February 25, 2015, by Resolution No. 2015- 07, the District Board approved a contract in the amount of \$435,000 for architectural and engineering consultant services by Jeff Katz Architectural Corporation for Fire Station 41; and

WHEREAS, the Agreement, Exhibit A, Statement of Consultant Services, obligates Jeff Katz Architectural Corporation to provide services during the following phases of the Fire Station 41 project: Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, and Construction Administration Phase; and

WHEREAS, the District has now determined that code required special inspection services during construction of the new station are to performed; and

WHEREAS, the District has received a proposal from Geocon Consultants, Inc. for providing these services; and

WHEREAS, having reviewed this proposal, the District has determined that the proposal from Geocon Consultants, Inc. would meet the District's needs in the most economical manner and that the services will be processed through as a cost in the Agreement with Jeff Katz Architectural Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Fire Board of the Coastsides Fire Protection District hereby approves a Second Amendment to the Professional Architectural and Engineering Consultant Services Agreement with Jeff Katz Architectural Corporation Station 41 Architectural Services in the amount of \$76,650.00 and authorizes the Board President to execute the Second Amendment.

PASSED AND ADOPTED as a Resolution of the Coastsides Fire Protection District at the regular meeting held on the 22nd day of August 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary Burke, Board President

ATTEST:

Fire Chief Ian Larkin, District Secretary