



Legislation Text

File #: 21-1264, **Version:** 1

Department of Transportation recommending the Board approve and authorize the Chair to sign First Amendment to Agreement for Services 3313 with R.E.Y. Engineers, Inc., to extend the performance period an additional two (2) years and update contract language per California Department of Transportation federal funding requirements, with no changes to the not-to-exceed amount of \$450,000, rate schedule, or scope of work, for on-call surveying support services.

FUNDING: Various funding sources as detailed in the Department of Transportation's Capital Improvement Program, Land Development, and Right of Way projects, including federal, state, and local funding. Local funding sources may include any combination of the following: Traffic Impact Fee Program, Missouri Flat Area Master Circulation and Financing Plan, Road Fund, Tribe Funds, Accumulative Capital Outlay, Developer Advanced Funds, Sacramento Municipal Utility District, and/or General Fund.

DISCUSSION / BACKGROUND

The Board approved the Agreement for Services 3313 (Agreement) with R.E.Y. Engineers, Inc., (REY) on November 20, 2018 (Legistar 18-1345, Item 14). The Agreement provides on-call surveying support services on various Capital Improvement Program (CIP), Land Development, and Right of Way projects. The First Amendment (Amendment) extends the contract an additional two (2) years and modifies the Agreement to update contract language per California Department of Transportation (Caltrans) federal funding requirements. Caltrans Exhibit 10-R, A&E Boilerplate Agreement Language, was updated in September 2020, and Caltrans currently recommends that agreements be updated to the most current boilerplate when possible. This is due to current Code of Federal Regulations (CFR) financial reporting requirements, and these minor modifications do not significantly change the intent of the Agreement or County administrative processes. The following articles have been updated or added to match boilerplate language for the Amendment:

ARTICLE IV, Performance Period
ARTICLE V, Allowable Costs and Payments;
ARTICLE VI, Termination;
ARTICLE IX, Audit Review Procedures;
ARTICLE X, Subcontracting;
ARTICLE XI, Equipment Purchase and Other Capital Expenditures;
ARTICLE XII, State Prevailing Wage Rates;
ARTICLE XIII, Conflict of Interest;
ARTICLE XVI, Non-Discrimination Clause and Statement of Compliance;
ARTICLE XVII, Debarment and Suspension Certification;
ARTICLE XXV, Consultant to County;
ARTICLE XXVII, Independent Contractor;
ARTICLE XXIX, Notice to Parties;
ARTICLE XXXIII, Force Majeure;
ARTICLE XXXVIII, Compliance with Federal, State, and COUNTY Requirements;

ARTICLE XLV, Disadvantaged Business Enterprises (DBE) Participation; and
ARTICLE LXII, Waiver.

The on-going level of work to be performed under the Agreement is not sufficient to warrant hiring new employees. For each assigned project, R.E.Y. will perform professional and data acquisition services, such as topographic surveying, construction staking, control traverses, aerial control surveys (both horizontal and vertical control), level loops, monument ties, legal descriptions with exhibit maps, Record of Survey maps, Right of Way maps, Corner Records, together with any and all office calculations required to produce the surveying services products. Most of the services to be performed under this Agreement are Bargaining Unit work.

Transportation's approved CIP anticipates a continued high volume of roadway and bridge planning, design and construction in the County over the next two (2) years. Each of these phases of project delivery requires significant work by Transportation's Surveying Services Unit (SSU). Current staffing levels in the SSU may not be sufficient to handle the surveying tasks described in the preceding paragraph required by the CIP, Land Development, and Right of Way projects.

Transportation feels it is necessary to extend the Agreement in order to augment SSU staff to avoid project delays. It has been Transportation's experience when working on multiple phases of multiple projects, there are many unknown variables including duration of individual projects, delays, scheduling conflicts between projects, postponement, and other unforeseen factors. For example, when the SSU is required to provide technical support for the right of way acquisition function, it often requires the Associate Land Surveyor to be solely dedicated to that function. In consideration of these factors, it is extremely difficult to anticipate specific day-to-day SSU staffing needs.

The SSU has the capability to utilize up to two (2) survey field crews to handle construction staking with the personnel and equipment currently available. If design work or right of way work require immediate attention when the two (2) field crews are already utilized, the construction staking may be delayed, which would expose the County to staking delay claims from its construction contractors. In those instances, a third crew will be necessary to keep up with simultaneous survey requests. However, the intermittent need for a third crew does not warrant hiring full-time employees or purchasing the additional equipment necessary to outfit a third crew. Accordingly, it is critical to Transportation's success to continue this Agreement to provide Transportation with the ability to respond to multiple survey requests and keep all phases of all projects on schedule.

Maximum utilization of County personnel is held as a first priority. R.E.Y.'s services provided under the Agreement are to be utilized when SSU staff is not available due to demands elsewhere, and when the demand for services exceeds the capacity of SSU staff.

The Purchasing Agent reviewed and approved the Amendment for continued on-call surveying support services and concurs that the Transportation's request complies with Board of Supervisors Policy C-17.

The El Dorado County Employees Association, Local #1, has been informed of the proposed Amendment.

ALTERNATIVES

The Board could choose not to approve the Amendment. Transportation would be required to

terminate the Agreement and issue a Request for Proposals to issue a new agreement. This would add significant time and effort for staff to complete the Request for Proposal process.

PRIOR BOARD ACTION

See Discussion / Background section.

OTHER DEPARTMENT / AGENCY INVOLVEMENT

County Counsel and Risk Management have reviewed and approved the Third Amendment.

CAO RECOMMENDATION / COMMENTS

Approve as recommended.

FINANCIAL IMPACT

Funding for the Agreement will be provided by various CIP, Land Development, and Right of Way project funding sources, including federal, state, and local funds. Local funding sources may include any combination of the following: Traffic Impact Fee Program, Missouri Flat Area Master Circulation and Financing Plan, Road Fund, Tribe Funds, Accumulative Capital Outlay, Developer Advanced Funds, Sacramento Municipal Utility District, and/or General Fund. The proposed action results in no change to net County cost.

CLERK OF THE BOARD FOLLOW UP ACTIONS

- 1) The Clerk of the Board will obtain the Chair's signature on two (2) originals of the First Amendment.
- 2) The Clerk of the Board will forward one (1) fully executed original of the First Amendment to the County's Chief Administrative Office, Procurement and Contracts, for further processing.

STRATEGIC PLAN COMPONENT

Infrastructure

CONTACT

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Department of Transportation