



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

A G E N D A

SEPTEMBER 7, 2004

**Yuba County Government Center
Board of Supervisors' Chambers
915 Eighth Street, Suite 109A
Marysville, California**

Unless otherwise indicated.

3:30 P.M.

I **CALL TO ORDER**

II **ROLL CALL** – Directors Mary Jane Griego and Richard Webb

III **BOARD AND STAFF MEMBERS' REPORTS**

IV **PUBLIC COMMUNICATIONS**: Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Speakers must fill out a "Request to Speak" card and submit it to the Clerk of the Board.

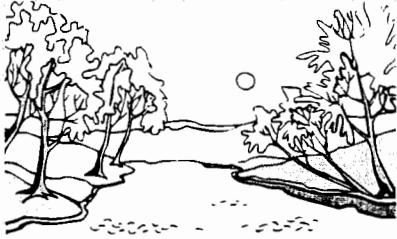
V **ACTION ITEMS**

A. Approve amendment to agreement with HDR Engineering Inc. to perform construction management services for Yuba River Levee Project.

VI **ADJOURN**

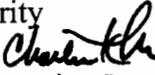
Posted 09/03/04 12:00 p.m./cas

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

September 7, 2004

TO: Three Rivers Levee Improvement Authority
FROM: Charles K. McClain, Executive Director 
SUBJECT: Amendment of Contract with HDR Engineering Inc.

Recommended Action

Approve attached contract amendment from HDR Engineering Inc. to perform construction management services for the Yuba River Levee Project.

Reason for Recommended Action

The Authority recently approved a contract with Nordic Industries to build a slurry wall to improve flood protection south of the Yuba River. Construction management services are required to ensure the quality of the wall along with the appropriate quantities of materials.

Discussion

When the Yuba River Levee Project was first contemplated, the United States Army Corps of Engineers was approached to provide construction management services. However, the Corps staff informed us that it could not perform this work. Therefore, given the rigid time constraints for the completion of this project, staff approached HDR Engineering Inc., which had completed the design for the project, to perform construction management services. HDR agreed to carry out this work for a cost of \$267,010. Approval of the staff recommendation would amend HDR's existing contract for the Yuba River Levee Project by \$267,010 from \$649,015 to a new price ceiling of \$916,025.

Fiscal Impact

The funding for this project has been approved by the Yuba County Water Agency. Costs may ultimately be reimbursed to the Agency from state, federal, or local developer funds.

**FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.**

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 2004, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority (the AUTHORITY), and HDR ENGINEERING, INC. (CONTRACTOR).

RECITALS:

WHEREAS, the AUTHORITY and CONTRACTOR entered into an agreement to provide the desired services dated June 22, 2004 ("Agreement");

WHEREAS, Provision B.2., Attachment B of the Agreement states payment for additional services shall be made only if the Agreement is amended by both parties in advance of performing additional services; and

WHEREAS, the AUTHORITY and CONTRACTOR desire to amend the Agreement;

NOW, THEREFORE, the AUTHORITY and CONTRACTOR agree as follows:

1. Provision A.1., Attachment A of the Agreement shall be amended to include those services described in Exhibit A attached to this FIRST AMENDMENT.
2. Provision B.1., Attachment B of the Agreement shall be amended to increase the price ceiling by \$267,010 from \$649,015 to a new price ceiling of:

\$916,025.00

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This Amended agreement is hereby executed on this _____ day of _____, 2004.

AUTHORITY

CONTRACTOR

BY: _____
"THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY"

BY: _____
"HDR ENGINEERING, INC."

Revised Fee Estimate
Phase 1 Construction Management
Yuba River Levee Repair Project
Three Rivers Levee Improvement Agency

No.	Task Description	Labor				Total Labor Hours	Total Labor (\$)	Expenses	Subconsultants*		Total
		Sr Engr E6	Civ E4	Clerical					Kleinfelder		
9.3	Option 3 - Construction Management - Phase 1	128	768	280	1176	\$134,456	\$8,300		\$124,254	\$267,010	

* Subconsultants marked up by 10%

Scope of Work

**Yuba River Levee Improvement Project
Three Rivers Levee Improvement Authority
Marysville, California**



2365 Iron Point Road, Suite 300
Folsom, CA. 95630

TABLE OF CONTENTS

Task 9 - Optional Items 2

- 9.3 OPTION 3 - Construction Management - Phase 12
 - 9.3.1 Develop CM Plan/Project Setup.....2
 - 9.3.2 Communications and Correspondence.....2
 - 9.3.3 Construction Management and Resident Engineer Services2
 - 9.3.4 QA Inspection and Testing3
 - 9.3.5 On Site Meetings.....4
 - 9.3.6 Final Completion/Project Closeout.....4



Task 9 - Optional Items

9.3 OPTION 3 - Construction Management - Phase 1

9.3.1 Develop CM Plan/Project Setup

The construction management plan will be based on CONSULTANT standard procedures for construction management that are contained in the CONSULTANT Construction Management Reference Manual. The manual will be used by CM personnel so that standard procedures are used and QA/QC procedures are defined.

Project setup will require mobilization to the project, filing systems, communication systems, and office supplies.

Deliverables:

- ◆ Construction Management Plan

Assumptions:

- ◆ Use of CONSULTANT's Construction Management Reference Manual as a template for project specific Construction Management Manual. The assumption is that the Contractor will supply an independent site trailer for CM team use as well as copy machine, fax machine, three computers, a document scanner, furniture, cleaning service, utility hookup, utility fees, and bathroom facilities.

9.3.2 Communications and Correspondence

CONSULTANT will be the communication hub for the project. All communication and correspondence from and to the Contractor, TRLIA, USACE, and CONSULTANT's subconsultants will go through CONSULTANT's construction management team. This duty involves processing and controlling large volumes of paperwork.

Deliverables:

- ◆ Correspondence, RFI and Submittal Logs

Assumptions:

- ◆ One full time document controller will be needed for a 2-month duration construction period, plus preparatory time prior to construction and closeout-related services after construction. CONSULTANT will use Project Tracker, CONSULTANT's in-house developed document tracking software program, to log and track project paperwork.

9.3.3 Construction Management and Resident Engineer Services

CONSULTANT will provide a Construction Manager and Resident Engineer for the construction period. The Resident Engineer will be on site full time for the duration of the construction period.

Deliverables:

- ◆ Daily Reports

Assumptions:

- ◆ The duration of the construction period will be 2 months.
- ◆ The estimate is based on a Contractor work schedule of 12 hours per day, 6 days per week.

9.3.4 QA Inspection and Testing

CONSULTANT will inspect and test to verify that the Project is constructed in accordance with the requirements of the Contract. CONSULTANT will strive for the highest quality attainable within Project limitations. CONSULTANT will check all materials brought on site for compliance with the Contract and approved submittals. CONSULTANT will check all construction for proper location, dimension, elevation, and proper construction techniques. CONSULTANT'S testing laboratory subconsultant will provide quality assurance testing of all slurry wall construction.

Assumptions:

- ◆ One full time inspector will be needed for a 2-month (9 week) duration construction period. Construction schedule will be 12-hours per day, 6-days per week. Laboratory testing will be needed for compacted soils and slurry.

9.3.4.1 Levee Earthwork

CONSULTANT will provide earthwork observation and testing for levee repair. Estimate assumes continuous observation and testing during an estimated 14-working-day levee reconstruction operation. Laboratory testing includes 14 compaction curves.

9.3.4.2 Cutoff Wall Construction Quality Assurance

Provide Construction Quality Assurance (CQA) oversight of contractors Construction Quality Control (CQC). Review contractors CQC plan, on-site procedures, and test results. Perform duplicate strength and permeability testing on cast specimens. Perform 11 unconfined compression tests and 11 flexible wall permeability tests. The estimate is based on a Contractor work schedule of 12 hours per day, 6 days per week.

Deliverables:

- ◆ Daily reports
- ◆ Test results



9.3.5 On Site Meetings

CONSULTANT will conduct weekly on site meetings for the duration of the construction period (9 weeks). The Construction Manager, Resident Engineer, Design Engineer, and Geotechnical Subconsultant will be present for these meetings.

Deliverables:

- ◆ Meeting Minutes

9.3.6 Final Completion/Project Closeout

CONSULTANT will obtain warranties, guaranties, and record drawings; develop a punchlist; verify lien releases; and process the last progress payment and final payment.

Deliverables:

- ◆ Final Payment Forms Processed