TRANSMITTAL MEMORANDUM

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Prepared by: Lawrence J. Feldman
Reviewed by: Johnnie Lee
Bill Messan
Submitted by: Lawrence J. Feldman

S.D. All

Date: 07-08-96

COUNTY BOARD OF SUPERVISORS: Agenda Date: 7-23-96 Item No.

FROM: Rollo B. Parsons, Acting Director,
Roads & Airports Department

SUBJECT: Increase allocation for Reid-Hillview Airport Capital Improvement project AIP 3-06-0225-02, to cover project costs as bid and Construction Services as covered in the attached amendment.

RECOMMENDED ACTION:

Approve the attached appropriation modification (F-85) which increases the appropriation for Reid-Hillview Airport Capital Improvement Project.

Approve and execute the attached amendment to the Agreement for Airport Engineering Services between Santa Clara County and Shutt Moen Associates for professional design engineering and construction services for a federally funded capital improvement project at Reid-Hillview Airport.

FISCAL IMPLICATIONS:

There is no impact to the County’s General Fund.

Increase appropriation in Fund 0053 by $188,582 to fund safety improvements at Reid-Hillview Airport. To offset costs, $90,000 in FAA money is available as a supplement to the original grant. The balance of $98,582 will be funded by the Airports Enterprise Fund 0061.
COUNTY BOARD OF SUPERVISORS: Agenda Date: 7-23-96

SUBJECT: Increase allocation for Reid-Hillview Airport Capital Improvement project AIP 3-06-0225-02, to cover project costs as bid and Construction Services as covered in the attached amendment.

CONTRACT HISTORY:

The scope of work in the original contract included design engineering and construction services. However, because of uncertainties in the scope and timing of construction, no cost estimate for construction services was included in the contract.

The contract, under Exhibit B, paragraph A, “Compensation for Services”, sub-paragraph 5., states, “For Construction Engineering Services outlined in Exhibit A, Section D, the ENGINEER shall be compensated according to the Schedule of Fees attached hereto. Because of uncertainties in the scope and timing of construction, the cost estimate for the construction observation services will be submitted to the COUNTY for approval after the construction bids have been taken. This item of work will require a separate “Notice to Proceed”, and the ENGINEER is not authorized to proceed with any services outlined in Section D until written authorization is received from the COUNTY.”

REASONS FOR RECOMMENDATION:

As required by FAA, an independent cost estimate was performed for the construction services phase of the contract. In order to receive a notice to proceed from FAA, the consultant’s costs have to be within 10% of the independent cost estimate. Shutt Moen’s costs for construction services are estimated not to exceed $71,032. Vail Consulting Services, who provided the independent audit, estimated that costs should not exceed $69,500. FAA has reviewed both estimates and has determined that Shutt Moen’s costs are reasonable.

The grant from FAA is for $900,000. However, paving up to the edge of the hangars, originally deemed ineligible for federal funds, has been declared eligible. Total costs of the project, including the additional paving and the construction services comes to $1,177,600.
COUNTY BOARD OF SUPERVISORS: Agenda Date: 7-23-96

SUBJECT: Increase allocation for Reid-Hillview Airport Capital Improvement project AIP 3-06-0225-02, to cover project costs as bid and Construction Services as covered in the attached amendment.

BACKGROUND:

FAA has been holding a $900,000 grant accepted by the County in 1984 for expansion of apron tie-downs. That expansion never occurred. On October 6, 1995, the Board of Supervisors approved an amendment to that 1984 grant, allowing the money to be used for rehabilitation of Reid-Hillview Airport’s parking apron.

CONSEQUENCES OF NEGATIVE ACTION:

Improvements needed to provide a safe aircraft parking apron and taxiing environment at Reid-Hillview Airport will be delayed.

STEPS FOLLOWING APPROVAL:

1. The Chairperson of the Board will execute two (2) original copies of the Amendment.

2. The Clerk of the Board will return both copies to Lawrence J. Feldman, Reid-Hillview Airport, by September 1, 1996.

3. The Clerk of the Board will forward one executed copy of the “F-85” to the Controllers Office and one copy to Roads & Airport’s Fiscal Division.

ATTACHMENTS:

1. “F-85”

2. Amendment No. 1 to Shutt Moen Associates engineering services contract.
CONTRACTOR'S COPY

AMENDMENT NO. 1

TO

AGREEMENT FOR AIRPORT ENGINEERING SERVICES BETWEEN

SANTA CLARA COUNTY

AND

SHUTT MOEN ASSOCIATES

AIP 3-06-0225-02 / REID-HILLVIEW AIRPORT IMPROVEMENTS

This Amendment No. 1, made this ______ day of July, 1996, by and between Santa Clara County hereinafter called the "COUNTY", and Shutt Moen Associates, a California corporation, hereinafter called the "ENGINEER".

WITNESSETH:

THAT, WHEREAS, the COUNTY and ENGINEER entered into an AGREEMENT FOR AIRPORT ENGINEERING SERVICES dated March 19, 1996 (hereinafter called the "AGREEMENT"), and

WHEREAS, the COUNTY desires to have the ENGINEER provide certain construction engineering services for the Project in accordance with Exhibit A, Scope of Services, Section D, of the AGREEMENT:

NOW, THEREFORE, COUNTY and ENGINEER agree to the change that follows:

Change 1 — On page 1 of 11 in Paragraph 3, Compensation, change the total compensation from Eighty Thousand Five Hundred ($80,500.00) to One Hundred Fifty-One Thousand Five Hundred ($151,500.00).

Change 2 — On page 4 of 6 under Construction Engineering Services in Exhibit A, delete the following subparagraph from the ENGINEER's responsibilities:

4. Provide material and compaction testing to evaluate contractor compliance with specifications.

Change 3 — On page 6 of 6 under County Responsibilities in Exhibit A, add the following subparagraph:
9. Provide material and compaction testing to evaluate contractor compliance with specifications.

Change 4 — On page 1 of 3 in Exhibit B, Compensation, Invoicing, and Payment, replace Paragraph 5 with the following:

5. For the Construction Engineering Services outlined in Exhibit A, Section D, of the Agreement, the ENGINEER shall be compensated according to the Schedule of Fees on page 3 of 3 in Exhibit B. The cost of these services is estimated not to exceed Seventy-One Thousand Dollars ($71,000.00). This estimate shall not be exceeded without express written approval by the COUNTY.

Except as specifically modified by this Amendment to the Agreement, all terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

SANTA CLARA COUNTY

By: [Signature]
Chairperson, Board of Supervisors
DIANNE MCKENNA

SHUTT MOEN ASSOCIATES

By: [Signature]
Principal

ATTEST:

[Signature]
PHYLLIS A. PEREZ
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

[Signature]
WILLIAM I. ANDERSON
Chief Deputy County Counsel
AMENDMENT NO. 1
TO
AGREEMENT FOR AIRPORT ENGINEERING SERVICES BETWEEN
SANTA CLARA COUNTY
AND
SHUTT MOEN ASSOCIATES
AIP 3-06-0225-02 / REID-HILLVIEW AIRPORT IMPROVEMENTS

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and between Santa Clara County hereinafter called the "COUNTY", and
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the "ENGINEER".

WITNESSETH:

THAT, WHEREAS, the COUNTY and ENGINEER entered into an AGREE-
MENT FOR AIRPORT ENGINEERING SERVICES dated March 19, 1996 (herein-
after called the "AGREEMENT"), and

WHEREAS, the COUNTY desires to have the ENGINEER provide cer-
tain construction engineering services for the Project in accor-
dance with Exhibit A, Scope of Services, Section D, of the AGRE-
MENT:

NOW, THEREFORE, COUNTY and ENGINEER agree to the change that
follows:

Change 1 — On page 1 of 11 in Paragraph 3, Compensation,
change the total compensation from Eighty Thousand Five
Hundred ($80,500.00) to One Hundred Fifty-One Thousand Five
Hundred ($151,500.00).

Change 2 — On page 4 of 6 under Construction Engineering
Services in Exhibit A, delete the following subparagraph from
the ENGINEER's responsibilities:

4. Provide material and compaction testing to evaluate con-
tractor compliance with specifications.

Change 3 — On page 6 of 6 under County Responsibilities in
Exhibit A, add the following subparagraph:
9. Provide material and compaction testing to evaluate contractor compliance with specifications.

Change 4 — On page 1 of 3 in Exhibit B, Compensation, Invoicing, and Payment, replace Paragraph 5 with the following:

5. For the Construction Engineering Services outlined in Exhibit A, Section D, of the Agreement, the ENGINEER shall be compensated according to the Schedule of Fees on page 3 of 3 in Exhibit B. The cost of these services is estimated not to exceed Seventy-One Thousand Dollars ($71,000.00). This estimate shall not be exceeded without express written approval by the COUNTY.

Except as specifically modified by this Amendment to the Agreement, all terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

SANTA CLARA COUNTY

By: Dianne McKenna

Chairperson, Board of Supervisors

DIANNE MCKENNA

SHUTT MOEN ASSOCIATES

By: Michael Shut

Principal

ATTEST:

Phyllis A. Perez

CLerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

William I. Anderson

Chief Deputy County Counsel

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For any "INCREASE of an Appropriation, indicate below, under "REVENUE", the total amount previously transferred from this Appropriation, if any, since the beginning of the fiscal year and explain fully.

The BUDGETARY TRANSACTION GENERAL INPUT FORMS ARE ON FILE IN THE FINANCE DEPARTMENT. THE FORMS WILL BE PROCESSED BY FINANCE DEPARTMENT UPON APPROVAL OF THIS REQUEST.

REQUEST FOR REQUEST

Reid Hillview Airport Capital Project Increased Appropriation.

DEPT. HEAD

DATE 7-8-96

DEPUTY COUNTY CONTROLLER

APPROPRIATIONS ARE ADEQUATE TO COVER REQUEST

COUNTY EXECUTIVE

APPROVED BY THE BOARD OF SUPERVISORS

CLERK OF THE BOARD