

STAFF REPORT



Meeting Date: July 28, 2021

To: Board of Directors

From: Michael J. Aho – District Administrator

Subject: Approval of a Contract for \$73,646 with Mid Pacific Engineering for Village Park Project Construction Inspection and Oversight.

I. Recommendation

Authorize the District Administrator to sign the Agreement with Mid Pacific Engineering (MPE) for \$73,646 (Attachment A) for construction testing services for the renovations of Village/Plaza Park.

II. Background

Mid Pacific Engineering, Inc. (MPE) will perform earthwork and materials observation and testing services for Village/Plaza Park renovations. Services will include performance of earthwork and materials testing and observation required by the project plans and specifications, as well as written documentation of compliance with the recommendations contained in the Geotechnical Engineering Report (report No.04780-01, dated November 22, 2019). MPE was the successful bidder for the preparation of the Geotechnical Engineering Report for Village/Plaza Park and the rates that they are charging for this agreement are the same as the rates they bid earlier in the project. This agreement is for additional services for the project and since MPE is familiar with the services needed and their rates have been vetted through prior bidding staff

is recommending that this agreement be approved for the District Administrator's signature.

III. Problem /Situation/ Request

Authorize the District Administrator to sign the service agreement with Mid Pacific Engineering for construction testing services for Village/Plaza Park renovations.

IV. Financial Analysis

\$73,646 from Measure J funds.

Respectfully Submitted,

Michael J. Aho
District Administrator

Attachment A: MPE Contract



MID PACIFIC ENGINEERING, INC.

REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Dave Fukui
Innovative Constructions Services, Inc.
5433 El Camino Ave #2
Carmichael, California 95608

June 24, 2021

Revised Proposal – Earthwork and Materials Testing and Inspection Services

VILLAGE PARK

Fair Oaks, California
MPE No. 04780-01

Mid Pacific Engineering, Inc. is pleased to submit this proposal for the earthwork and materials observation and testing services for the Village Park project to be constructed in Fair Oaks, California. Our scope of services will include performance of earthwork and materials testing and observation required by the project plans and specifications, as well as written documentation of compliance with the recommendations contained in the Geotechnical Engineering Report prepared by Mid Pacific Engineering, Inc. (report No. 04780-01, dated November 22, 2019).

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. Based on our review of the project plans provided by Cala dated December 22, 2020, and our experience with similar projects, our estimated fees for this project are \$73,646. We should review the construction schedule, when available, to verify our proposed work scope and fees, and to determine the need for any revisions.

Please note that the amount of time spent on this project by our representatives is dependent on the rate and quality of work performed by the various contractors, as well as the number of required site visits. Therefore, actual billing will be based on the work performed and determined using the attached schedule of fees; *however, we will only bill for work actually performed on your project. We assume this project is subject to Prevailing Wage Law. If this is not the case, please contact our office so we can revise our fees accordingly.*

VILLAGE PARK

MPE No. 04780-01

June 24, 2021

To ensure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will we direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please indicate so by signing the authorization block below and returning a copy of this letter as our formal authorization to proceed.

We look forward to working with you on this project. Please contact me with any questions regarding our proposal or work scope. We welcome the opportunity to answer any questions you may have regarding this proposal.

Mid Pacific Engineering, Inc.



Ken Fritz

VP Construction Services

/syw

Attachments: Budget Estimate
General Conditions
Schedule of Fees

I, the undersigned, agree to the terms and conditions as stated in the above proposal and the attached <i>General Conditions for Construction Testing Services</i> .	
_____	_____
Signature	Title
_____	_____
Name	Date

MID PACIFIC ENGINEERING - Construction Budget Estimate Worksheet

Project: Village Park

Date: **6/18/2021**

Client: Innovative Construction Services, Inc.

MPE Proposal #:
 GER Date:
 Civil Plan Date(s):
 Structural Plan Date(s):
 Schedule Y/N:
 Schedule Date:
 Fee Schedule: 2020

CA Prevailing Wage Y/N:
 Davis-Bacon Prevailing Wage Y/N:

DSA File #:
 DSA Application #:

Notes:

Commercial Site and Off-Site		Tech	Days	Hours	Quantity	Rate	Unit	Total
3520	Field Sampling - Soils and Aggregates	1	2	2	4	\$ 110.00	hr.	\$ 440.00
3452	Grading Observation and Testing	1	15	8	120	\$ 110.00	hr.	\$ 13,200.00
3453	Finish Pad Testing	1	2	4	8	\$ 110.00	hr.	\$ 880.00
3460	Sewer Trench Backfill	1	2	4	8	\$ 110.00	hr.	\$ 880.00
3462	Storm Drain Trench Backfill	1	3	4	12	\$ 110.00	hr.	\$ 1,320.00
3461	Water Trench Backfill	1	3	4	12	\$ 110.00	hr.	\$ 1,320.00
3463	Dry Utility Trench Backfill	1	3	4	12	\$ 110.00	hr.	\$ 1,320.00
3455	Subgrade Preparation	1	2	4	8	\$ 110.00	hr.	\$ 880.00
3456	AB Testing	1	5	4	20	\$ 110.00	hr.	\$ 2,200.00
3457	Asphalt Concrete Placement	1	2	8	16	\$ 110.00	hr.	\$ 1,760.00
3452	Retaining Wall Backfill	1	2	4	8	\$ 110.00	hr.	\$ 880.00
Estimate								\$ 25,080.00

Laboratory Soil Testing			Quantity	Rate	Unit	Total
6320	Compaction Curve - Soil	ASTM 1557A	3	\$ 275.00	ea.	\$ 825.00
6320	Compaction Curve - Aggregate	ASTM 1557C	1	\$ 275.00	ea.	\$ 275.00
Estimate						\$ 1,100.00

Concrete/Masonry Compliance Testing - Field/Lab			Quantity	Rate	Unit	Total
6510	Concrete Compression Cylinders	ASTM C39	80	\$ 35.00	ea.	\$ 2,800.00
6511	High Strength Grout cubes	ASTM 109	3	\$ 50.00	ea.	\$ 150.00
6511	Grout - Cube/Cylinder Specimen		18	\$ 50.00	ea.	\$ 900.00
Estimate						\$ 3,850.00

Structural Testing and Inspection		Tech	Days	Hours	Quantity	Rate	Unit	Total
3540	Casting of Concrete Specimens	ASTM C192	1	10	50	\$ 100.00	hr.	\$ 5,000.00
3541	Concrete Cylinder Transport	ASTM C192	1	8	16	\$ 100.00	hr.	\$ 1,600.00
3451	Foundation Excavation Observation		1	2	8	\$ 110.00	hr.	\$ 880.00
3543	Rebar Placement Inspection		1	12	48	\$ 110.00	hr.	\$ 5,280.00
3531	Epoxy Dowel Inspection		1	2	10	\$ 110.00	hr.	\$ 1,100.00
3530	Torque Testing Screws and Wedge Anchors		1	2	10	\$ 110.00	hr.	\$ 1,100.00
3560	High Strength Bolt Observation and Testing		1	2	10	\$ 120.00	hr.	\$ 1,200.00
3565	Shop Welding Inspection		1	7	56	\$ 120.00	hr.	\$ 6,720.00
3566	Shop Welding Inspection (UT, MT, PT)		1	1	4	\$ 130.00	hr.	\$ 520.00
3561	Field Welding Inspection		1	5	40	\$ 120.00	hr.	\$ 4,800.00
3562	Field Welding Inspection (UT, MT, PT)		1	1	4	\$ 130.00	hr.	\$ 520.00
3570	Masonry Testing and Inspection		1	6	48	\$ 120.00	hr.	\$ 5,760.00
Estimate								\$ 34,480.00

AS OF
6/24/2021

MID PACIFIC ENGINEERING - Construction Budget Estimate Worksheet

Miscellaneous Materials Testing and Inspection		Tech	Days	Hours	Quantity	0	Unit	Total
	Shear screw inspection	1	5	5	25	\$ 110.00	hr.	\$ 2,750.00
								Estimate \$ 2,750.00

Project Supervision		Days	Hours	Quantity	Rate	Unit	Total	
3410.08	Managing Technician	5	2	10	\$ 130.00	hr.	\$ 1,300.00	
3410.12	Project Engineer	5	2	10	\$ 155.00	hr.	\$ 1,550.00	
								Estimate \$ 2,850.00

Project Administration		Quantity	Rate	Unit	Total
3714	Geotechnical	1	\$ 400.00	hr.	\$ 400.00
3710	Special Inspection	1	\$ 400.00	hr.	\$ 400.00
					Estimate \$ 800.00

Vehicle Operation		Trips	Mileage	Quantity	Rate	Unit	Total
1130	Mileage - Portal to Portal	114	30	3420	\$ 0.80	mile	\$ 2,736.00

Project Summary		Total
Commercial Site and Off-Site		\$ 25,080.00
Laboratory Soil Testing		\$ 1,100.00
Concrete, Masonry Compliance Testing and Inspection		\$ 3,850.00
Structural Testing and Inspection		\$ 34,480.00
Miscellaneous Materials Testing and Inspection		\$ 2,750.00
Project Supervision		\$ 2,850.00
Project Administration		\$ 800.00
Vehicle Operation		\$ 2,736.00
Estimated Project Billing		\$ 73,646.00

AS OF
6/24/2021

GENERAL CONDITIONS

FOR

CONSTRUCTION TESTING SERVICES

WARRANTY OF AUTHORITY TO SIGN - The person signing the attached contract, or accepting the attached proposal, warrants he has authority as, or on behalf of, the Client or Owner for whom or for whose benefit Mid Pacific Engineering, Inc. (hereinafter referred to as "Consultant") would render service. If such a person does not have such authority, he agrees that he is personally liable for all breaches of the Agreement and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

LIMITATION OF LIABILITY - The Client agrees to limit the Consultant's liability to the client and all construction contractors and subcontractors on the project arising from the Consultant's services pursuant to this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of the Consultant's liability for damages suffered by the contractor or the subcontractor arising from the Consultant's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractor's assume any liability for damages to others which may arise on account of the Consultant's professional acts, errors or omissions.

STANDARD OF CARE - Service performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

RESPONSIBILITY OF THE CONTRACTOR - Services provided by the Consultant under this Agreement should not be taken as a guarantee of construction nor does it relieve the contractor of his responsibility to produce a completed project conforming to the project plans and/or specifications. In all cases the contractor is responsible for site safety and the repairs of defects regardless of when they are found.

DISTRIBUTION OF REPORTS - Unless specifically requested by the Client, all reports prepared by the Consultant will be sent only to the Client. If reports or other test data prepared by the Consultant is to be forwarded to any other party (including regulatory agencies), the Client must specifically request this service in writing to the Consultant prior to the start of work.

INSURANCE - The Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance may be provided to the Client upon request in writing. Within the limits and conditions of such insurance, the Consultant agrees to indemnify and save the client harmless from and against any loss, damage of liability arising from any negligent acts by the Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

SAMPLES - The Consultant will dispose of all soil, rock, concrete, steel, masonry, or other construction-related samples upon completion of testing. Further storage or transfer of samples can be made at Client's expense upon written request.

OWNERSHIP OF DOCUMENTS - All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

TERMINATION - This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

ASSIGNS - Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in the Agreement without written consent of the other party.

PAYMENT - The Consultant will submit monthly invoices to the Client and a final bill upon completion of services. Unless specified otherwise in the Agreement, payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

If fees are not paid in full for the labor, services, equipment or materials furnished or to be furnished, a mechanic's lien may be placed against the property. Such action may lead to the loss of all or part of Client's property being so improved.

MEDIATION - All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mediation service experienced in the handling of construction disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

DISPUTES - In the event that a dispute should arise relating to the performance of the services to be provided under this agreement or for nonpayment of fees, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

MID PACIFIC ENGINEERING, INC.
2020 Schedule of Fees - Sacramento Office

LABOR	Rate per Hour
Field Testing and Inspection Technician (Concrete)	\$100
Field Testing and Inspection Technician (Soils, Anchors and Miscellaneous Inspections)	\$110
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$120
Senior Field Testing and Inspection Technician (Non Destructive Testing)	\$130
Managing Technician	\$130
Laboratory Technician	\$95
Draftsperson	\$90
Staff Engineer/Geologist	\$135
Project Engineer/Geologist	\$155
Senior Engineer/Geologist	\$175
Principal Engineer	\$195
Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.	

LABORATORY TESTING	Rate per Test
Soil and Aggregate	
Absorption of Sand or Gravel	\$75
Aggregate Unit Weight	\$70
Aggregate Crushed Particles	\$120
Atterberg Limits	\$195
California Impact Method 216	\$270
Compaction Curve	\$275
Consolidation Test	\$650
Corrosion Testing	\$180
Direct Shear Test	\$175
Durability	\$205
Expansion Index	\$205
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$270
Grain Size Analysis - Fine or Coarse Sieve	\$125
Grain Size Analysis - Soils Finer than No. 200	\$115
Grain Size Analysis - Hydrometer	\$195
Moisture Content	\$45
Permeability	\$435
Resistance Value - Untreated	\$380
Resistance Value - Treated with Lime or Cement	\$435
Sand Equivalent	\$175
Specific Gravity	\$145
Triaxial Shear - Undisturbed	\$430
Triaxial Shear - Remolded	\$525
Unconfined Compression Test	\$140
Unit Weight and Moisture Content - Undisturbed Sample	\$50
Unit Weight and Moisture Content - Loose Sample	\$75
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$35
Compression Testing - Grout, Mortar or CLSM	\$50
Compression Testing - Masonry Unit or Brick	\$70
Compression Testing - Masonry Prism	\$215
Compression Testing - Concrete Core Including Trimming	\$60
Compression Testing - Shotcrete Core	\$65
Compression Testing - Hold Sample	\$30
Flexural Strength - 6" x 6" concrete beam	\$145
Length Change of Hardened Concrete - Batching, Compression Testing and Shrinkage Measurement	\$1320
Length Change of Hardened Concrete - Shrinkage Measurement	\$460
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$580
Splitting Tensile Test - 6" x 12" Cylinders	\$70
Trial Batch - Compression Testing set of 5	\$695
Unit Weight of Hardened Concrete	\$65
Reinforcing and Structural Steel	
Anchor Bolt or Prestressing Strand Tensile Strength	\$95
Fire Proofing Unit Weight	\$65
Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	\$95
Rebar Tensile and Bend 1 - 7 bar	\$140
Rebar Tensile and Bend 8 - 14 bar	\$195
Structural Bolt Set Tensile and Hardness	\$405
Please contact our office for laboratory testing not listed on this fee schedule	Quote

MISCELLANEOUS	
Mileage - Billed Portal to Portal	\$.80/mile
Per Diem	\$185/day
Outside Services	Cost +20%
Final Report of Inspection	\$400