



Staff Report

November 14, 2023

TO: Honorable Mayor and Members of the Town Council
FROM: Merrill Buck, Town Engineer
RE: Approve Amendment #1 to the Sierra College Boulevard Widening Project's Contract for Services with Coastland Civil Engineering

Recommendation

Staff recommends that the Town Council adopt a Resolution approving Amendment #1 to the Contract for Service with Coastland Civil Engineering, LLP, authorizing a \$145,000 increase to the not to exceed contract amount, so that Coastland can continue providing construction management and inspection services.

Background

The Town of Loomis entered into a contract for services with Coastland dated January 11, 2023 to provide construction management, inspection and material testing services for the Sierra College Boulevard / Taylor Road Intersection Improvements Project in a not to exceed amount of \$220,000.

Early in the project, the Town made a request to have Coastland also provide project management and inspection services for the Rule 20A undergrounding and Costco frontage improvements, since these two efforts were adjacent to the road widening project and there were efficiencies with Coastland being able to split their inspection time between the various projects.

When the Rule 20A project ended, it was agreed to transfer the continued inspection of the Costco frontage work to UNICO Engineering, which has an on-call inspection contract with the Town for encroachment permits and small capital projects.

Coastland has been performing the construction management and inspection services on the Costco and Rule 20A Projects as out of scope work, in good faith, within the approved contract budget. A contract amendment is now needed to cover these services and restore budget capacity to continue managing the Sierra College Widening Project.

In addition to the Costco and Rule 20A inspections, there was also a need to complete some out-of-scope environmental assessment and inspection monitoring work, identified as a Town responsibility in the project's Mitigation Monitoring and Reporting Program. Coastland had included Area West Environmental as a subconsultant on their project team, since they completed the CEQA Initial Study/Mitigated Negative Declaration, so the Town agreed to authorize this additional work scope with Area West, through the contract with Coastland, as a subconsultant.

Finally, the project has come under some implementation challenges that were not foreseen as part of the original project scope. There is a storm culvert extension on the west side of the roadway that was found to be in conflict with existing sewer and water utilities, which has yet to be resolved and is requiring additional design and utility coordination efforts. There is also a lack of support from the California Public Utilities Commission, for the project to open up two lanes of traffic in both the northbound and southbound direction over the Union Pacific Railroad tracks, without implementing longer-lead time safety improvements which the project didn't include. It would take too long to design and implement these improvements ahead of Costco's opening, and so Coastland has been coordinating with both the CPUC and the UPRR to identify and propose improvements that might resolve the issue, while also taking the lead on working with Wood Rodgers, the Town's design engineer, to prepare plans and exhibits for their review and comment.

Discussion

The additional efforts summarized above need to be covered under a contract amendment in order to continue utilizing Coastland to oversee the project. Summarized below, the additional project expenditures include:

Costco coordination and inspection	\$35,000
Rule 20A inspections	\$29,000
Additional environmental compliance	\$31,000
Added unforeseen CM and inspection	\$50,000

Increasing the total not to exceed amount of the contract by \$145,000 will provide sufficient budget capacity to allow Coastland to continue managing the project through March 2024. At that time, we should hopefully have resolution on both the utility conflict and the UPRR coordination issues. Depending upon how the timing for this unfolds, along with any additional work scope that needs to be constructed, the project duration may need to be extended, whereby staff would return to Council for an additional contract amendment at that time.

CEQA Requirements

There are no CEQA implications associated with the recommended action.

Financial and/or Policy Implications

The Sierra College Boulevard Fund (Fund 234.3) has sufficient capacity to cover the cost of the recommended \$145,000 contract amendment. This fund is appropriate as it was established to defray the cost of widening, extending, and improving Sierra College Boulevard, as new development occurs. If approved, Amendment #1 will bring the total not to exceed amount of the contract to \$365,000.

Attachment

- A. Resolution
- B. Amendment #1

TOWN OF LOOMIS

RESOLUTION 23 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS APPROVING AMENDMENT #1 TO THE SIERRA COLLEGE WIDENING PROJECT’S CONTRACT FOR SERVICES WITH COASTLAND CIVIL ENGINEERING, AUTHORIZING A \$145,000 INCREASE TO THE CONTRACT AMOUNT

WHEREAS, on January 11, 2023, the Town Council adopted a resolution approving a Contract for Services with Coastland Civil Engineering, to provide professional construction management, inspection and material testing services for the Sierra College Boulevard / Taylor Road Intersection Improvement Project (“Project”), in a not to exceed amount of \$220,000; and

WHEREAS, the Town has determined that due to unforeseen project implementation challenges it is necessary for the Consultant to mitigate unforeseen utility conflicts, to coordination with the California Public Utilities Commission and Union Pacific Railroad over permitting work within the railroad right of way, and to undertake additional tasks consisting of environmental services to ensure proper compliance with state and federal regulatory agency; and

WHEREAS, the Town has also relied upon the Consultant for additional construction management and inspection services for the Loomis Costco frontage improvements and the PG&E Rule 20A Project; and

WHEREAS, Consultant has been performing construction management and inspection services on the Costco and Rule 20A Projects within the approved not to exceed contract budget, ahead of an anticipated contract amendment; and

WHEREAS, the contract allows for contract amendments, to complete the additional services described above, the Town and Consultant have agreed to amend the Contract to increase the total amount payable by \$145,000, to reflect a revised, total not to exceed amount of \$365,000; and

WHEREAS, there is sufficient capacity for Amendment #1 in the Sierra College Boulevard Fund (Fund 234.3);

WHEREAS, this contract amendment accounts for all estimated project expenses through March 2024, after which if the project duration is extended, staff would return to Council to recommend an additional contract amendment.

NOW, THEREFORE, BE IT RESOLVED that the Town Manager of the Town of Loomis is hereby authorized and directed to execute Amendment #1 to the Sierra College Widening Project’s Contract for Services with Coastland Civil Engineering, authorizing a \$145,000 increase to the contract amount, bringing the total amount payable under the contract to a not to exceed amount of \$365,000.

PASSED AND ADOPTED this 14th day of November 2023, by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINED:

Mayor

ATTEST:

Deputy Town Clerk

Item 11 Attachment B

AMENDMENT NO. 1

TO THE CONTRACT FOR SERVICES BETWEEN THE TOWN OF LOOMIS AND COASTLAND CIVIL ENGINEERING, LLP AUTHORIZING A NOT TO EXCEED AMOUNT OF \$145,000

This Amendment No. 1 to the Contract for Services between the Town of Loomis ("Town") and Coastland Civil Engineering, LLP ("Consultant") is made and entered into on November 14, 2023 (the "Effective Date").

RECITALS

WHEREAS, on January 11, 2023, the Town and Consultant entered into a Contract for Services to provide professional construction management, inspection and material testing services in a not to exceed amount of \$220,000 for the Sierra College Boulevard / Taylor Road Intersection Improvement Project ("Project"); and

WHEREAS, the Town has determined that in conjunction with overseeing the continued construction of the Project, that it is necessary for the Consultant to undertake additional tasks; and

WHEREAS, these tasks include environmental construction support services to ensure proper compliance with the conditions of state and federal regulatory agencies, and additional coordination efforts to mitigate unforeseen utility conflicts, and to coordinate with the California Public Utilities Commission and Union Pacific Railroad; and

WHEREAS, the Town has also relied upon the Consultant for additional construction management and inspection services to provide project management and inspection for the Loomis Costco Improvements Project (Costco) and the PG&E Rule 20A Project (Rule 20A); and

WHEREAS, both the Costco and Rule 20A Projects are located along Sierra College Boulevard immediately to the south of the Project; and

WHEREAS, Consultant has been performing construction management and inspection services on the Costco and Rule 20A Projects in good faith, within the approved contract budget, ahead of the approval of this contract amendment; and

WHEREAS, to complete the additional services described above, the Town and Consultant have agreed to amend the Contract to increase the total amount payable under the contract by \$145,000, to reflect a revised, total not to exceed amount of \$365,000; and

WHEREAS, this contract amendment accounts for all known Project expenses incurred by the Consultant to date, and for all those estimated project expenses through March 2024; and

WHEREAS, it is anticipated that the project duration may run past March 2024, in order to coordinate and complete additional work scope related to the railroad crossing, utility conflicts and delayed traffic signal procurement, and that an additional contract amendment may be required in order to authorize additional budget for the Consultant to continue with construction management, inspection and material testing services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1.0 COMPENSATION

The reference to the total amount payable in Section 4, "Allowable Costs and Payments" of the Contract is amended to reflect a revised, not to exceed total compensation amount of \$365,000. Additional scope of work provided for by this Contract Amendment shall be per the scope of work attached as Exhibit "A". Payment terms shall be as provided on Exhibit "B" attached hereto and incorporated herein by this reference.

2.0 REMAINING PROVISIONS

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

CITY:

CONSULTANT:

By: _____
Wes Heathcock
Town Manager

By: _____
Travis Williams, PE
Coastland Civil Engineering, LLP

ATTEST:

APPROVED AS TO FORM:

By: _____
Carol Parker
Deputy Town Clerk

By: _____
Jeffrey A. Mitchell
Town Attorney

Exhibit "A"

SCOPE OF WORK

In addition to those items of work specified within the Contract for Services dated January 11, 2023, this Amendment No. 1 shall include the following Scope of Work:

ENVIRONMENTAL CONSTRUCTION SUPPORT

AWE will prepare a Worker Environmental Awareness Training (WEAT) program, conduct preconstruction biological resource surveys, prepare a preconstruction survey report, and as needed complete agency pre- and postconstruction notifications and reporting, including taking preconstruction and postconstruction photographs. AWE staff will review the contractor's implementation of biological resource avoidance measures. AWE will provide biological construction monitoring and will immediately notify the Construction Management team and if requested, the Contractor, of any non-compliance with the permits.

AWE will also be available to assist if biological resource issues arise before or during construction and will help resolve the issue so that construction can continue. For example, if nesting birds are observed, AWE will prepare an avoidance plan to submit to the California Department of Fish and Wildlife (CDFW) to request approval for work to continue. The plan may include daily monitoring, reduced buffers, and/or allowance for certain construction activities.

This task also includes project management tasks such as coordination with the team, scheduling of field staff, and budget review/tracking.

Assumptions:

- Initial ground disturbance/vegetation removal within the unnamed tributary and associated wetland and riparian will take no longer than 5 consecutive days to complete.
- Dewatering activities will take no more than 5 days to complete.
- Up to 10 days (10 hours per day) of biological monitoring may be required.
- Up to 40 hours for agency coordination may be required.
- Up to 8 hours for review of contractor submittals to agencies.
- Post-construction reporting will take no more than 40 hours to complete.
- AWE work is not subject to prevailing wage.
- Contractor will conduct SWPPP monitoring and reporting.

Deliverables:

- WEAT
- Preconstruction biological resources survey report.
- Post construction reports.

PG&E RULE 20A PROJECT:

- Review material submittals for those portions of work associated with backfill and trench restoration.
- Review traffic control plans and traffic control implementation within Agency roads and right of way.
- Provide construction inspection and observation of all traffic control implementation for compliance with approved traffic control plans, and Caltrans lane closure standards, and to recommend to the construction manager any additional traffic control measures that may become necessary based on actual field conditions.
- Provide construction inspection and observation of subgrade preparation, trench backfill and consolidation, and trench restoration with Agency roads and right of way.
- Facilitate coordination of Rule 20A joint trench Costco utility crossings and other public improvements within the Agency roads and right of way.
- Facilitate encroachment permits within the City of Rocklin roads and right of way as necessary for implementation of traffic control.

- Attend weekly meetings and other technical and field meetings as may be necessary from time to time as representative of Agency.
- Provide written and photographic reporting and documentation of all activities associated with the above listed Scope of Work.

Exclusions:

- Consultant shall not perform submittal review and installation observation for any electrical conductors, conduit, equipment and other materials that remain the property and responsibility of PG&E.
- Consultant shall not provide for any geotechnical or material testing associated with the Rule 20A project.

LOOMIS COSTCO OFFSITE IMPROVEMENTS PROJECT:

- Review material submittals for all materials and equipment associated with those improvements to be accepted by Agency at the conclusion of the project, to include all work within Agency roads and right of way and public storm sewer system within onsite easements, for conformance with adopted improvement standards of Agency, Placer County, Caltrans and any plans and specifications approved by Agency.
- Review traffic control plans and traffic control implementation within Agency roads and right of way.
- Provide construction inspection and observation of all traffic control implementation for compliance with approved traffic control plans, and Caltrans lane closure standards, and to recommend to the construction manager any additional traffic control measures that may become necessary based on actual field conditions.
- Facilitate encroachment permits within the City of Rocklin roads and right of way as necessary for implementation of traffic control.
- Attend various pre-construction, progress, technical and project management meetings associated with the project on behalf of Agency.
- Review and coordinate responses to Request for Information (RFI) submitted by Costco and its consultants, contractors and subcontractors.
- Facilitate coordination of Costco utility crossings of Rule 20A joint trench, interface of Costco with Town Project, and other public improvements within the Agency roads and right of way.
- Provide construction inspection and observation of all improvements located within Agency right of way and easements of those improvements to be accepted by Agency at conclusion of the project. This shall include those portions of public storm drain system located within on-site easements.
- Provide written and photographic reporting and documentation of all activities associated with the above listed Scope of Work.

Exclusions:

- Consultant shall not perform review and observation of materials and installation for any on-site private improvements.
- Consultant shall not provide for any geotechnical or material testing associated with the Costco project.
- Consultant may make recommendations to resolve conflicts within the project plans, and existing site conditions. However, the final engineering determination and responsibility shall be that of the Engineer of Record of the Costco project.
- Consultant shall hand off all inspection and construction management services during the week of September 5, 2023.

EXTENSION OF SERVICES BEYOND MARCH 2024

Due to circumstances that could not have been reasonably foreseen at the time of original contract, project completion is now estimated to be complete in Summer 2024 with reasons as follows:

- Unforeseen utility conflict of SPMUD sewer that precludes extension of culvert and widening of Sierra College Blvd as originally designed. Identification of alternatives are currently being

studied and must also include agreement by SPMUD and PCWA who have superior prior rights within the project limits. Current estimate is to complete work by June 30, 2024.

- The project does not currently possess a GO-88 from CPUC and UPRR for construction of improvements within the UPRR right of way and those that affect at-grade crossing operations. Discussions with UPRR and CPUC are ongoing. Based on most recent communications with UPRR and CPUC, the project will be required to install an additional traffic signal north of the UPRR right of way, a dynamic no right turn on westbound Taylor Rd, and advance preemption by UPRR.
- Curb return at northwest corner of Sierra College Blvd and Brace Road cannot proceed until such time that two utility poles are relocated by others that are not a part of the project, and the traffic signal footing is installed by Costco.

Schedule and timing for resolution of utility conflicts on the west side of Sierra College Blvd, and the issuance of a GO-88 by CPUC and associated scheduling for material procurement and UPRR flagging are not fully known at this time. A future contract amendment is anticipated to be forthcoming in February/March 2024 when the schedules and timing of these parts of the project are better defined.

Exhibit "B"
ESTIMATED COST

Additional compensation shall be provided under Amendment 1, based upon the scope of work described in Exhibit "A", in the following not-to-exceed amount:

Construction Management (CM) and Inspection Services	\$ 50,000
Rule 20A Inspection	\$ 29,000
Costco Frontage Improvements CM and Inspection	\$ 35,000
Environmental Permitting and Construction Support	\$ 31,000
TOTAL:	\$145,000

The amounts quoted above assume that all of the work for this project will fall under the scope of work described in either the original contract or Amendment 1. If additional work is necessary outside of this proposed scope, it will be negotiated under a new contract amendment, or provided on a time and materials basis, if there is sufficient budget capacity remaining in the contract.