

**TO:** JAMES L. APP, CITY MANAGER  
**FROM:** DOUG MONN, PUBLIC WORKS DIRECTOR  
**SUBJECT:** AIRPORT ENGINEERING CONTRACT AMENDMENT  
**DATE:** September 16, 2014

**Needs:** For the City Council to approve a contract amendment for Airport engineering services associated with the Airport Improvement Project for Taxiway Rehabilitation.

- Facts:**
1. On December 17, 2013, the City Council adopted Resolution No. 13-168 approving a contract with Tartaglia Engineering to prepare plans and specifications and conduct the bidding phase services for the proposed rehabilitation project for Airport taxiways A&F
  2. On September 2, 2014, the City Council approved a grant offer from the FAA for funding of an Airport Taxiway Rehabilitation project.
  3. The City received construction bids for the project on August 20, 2014, and is subsequently requesting City Council approval to award the contract to the low bidder.
  4. The final phase of the engineering services contract involves contract administration of the project, construction inspection services, materials testing, and final documentation and project closeout. Each of these functions is essential to the completion of the project on behalf of the City.
  5. The proposed cost for the Phase Three Engineering Services as outlined is \$160,000.

**Analysis  
and**

**Conclusion:** The proposed project is consistent with the Airport's Pavement Maintenance Program. The City has followed the design and funding phases of the project as outlined by the FAA. The engineering services identified in this phase of the contract are required by the FAA and are outside the expertise of available City Staff.

**Policy**

**Reference:** Approved Capital Improvement Program; Airport Pavement Maintenance Plan

**Fiscal**

**Impact:** The proposed cost of this phase of the Engineering Services contract is not to exceed \$160,000. Project cost totals and the associated FAA grant funding include this amount in the total amounts already approved.

- Options:**
- A. Approve the amendment to the Engineering Services contract with Tartaglia Engineering.
  - B. Amend, modify, or reject the above option.

**Attachments:**

## EXHIBIT "A"

Rehabilitate Taxiway A & F  
Construction and Completion Phase

### SCOPE OF THE WORK

The work of this agreement is included in Airport Improvement Program Project AIP 3-06-0184-23, which is being undertaken and accomplished by the City of Paso Robles in accordance with the terms and conditions of a Grant Agreement between the City of Paso Robles and the United States. The United States is not party to this engineering services agreement and no reference in this agreement to the FAA or any representative thereof, or to the United States, by the agreement, makes the United States a party to this agreement.

The scope of work shall include engineering services for the City of Paso Robles's Airport Improvement Project for the Paso Robles Municipal Airport, which is designated as AIP 3-06-0184-23, which shall include the construction of the following improvements in one construction contract:

1. Rehabilitate Taxiway Alpha (A) from the threshold of Runway 19, south to the intersection of Taxiway D, including the Runway 19 holding bay. Total length is approximately 4,800 feet. The rehabilitation strategy includes localized removal and reconstruction of failed pavement areas, crack fill and seal, application of a slurry seal, and installation of new pavement markings.
2. Rehabilitate Taxiway Foxtrot (F) from the threshold of Runway 1 to the threshold of Runway 31. Total length is approximately 5,200 feet. The rehabilitation strategy includes localized removal and reconstruction of failed pavement areas, crack fill and seal, application of a slurry seal, and installation of new pavement markings.
3. Infield safety grading between Runway 1-19 and parallel Taxiway Alpha, and between Taxiway B and Taxiway C, an area of approximately 370,000 square feet (8.5 acres). Work includes clearing and grubbing, excavation, embankment, and application of a hydro-mulch erosion control product. In addition, the scope of work could include adjustment of electrical vaults, edge lights, or guidance signs to grade.

The estimated construction cost for this project is \$1,300,000.00

### SCHEDULE

Design of the project occurred in the winter and spring of 2014 with federal funding from a separate FAA grant (AIP-22). The improvement project bid August 21, 2014.

Going forward, it is anticipated the federal grant for construction will be issued in September, 2014, with a Notice to Proceed issued to the contractor in early October, 2014. All construction should be complete and the grant closed out by July, 2015.

## EXHIBIT "A"

Rehabilitate Taxiway A & F  
Construction and Completion Phase

### SCOPE OF SERVICES

The services to be performed and provided by the Consultant for the City of Paso Robles under this Agreement for AIP -23 is as follows:

#### Phase One - Design

The work of this phase is complete.

#### Phase Two - Bidding

The work of this phase is complete.

#### Phase Three - Construction

The services to be performed and provided by the Consultant for the City under Phase Three of this Agreement shall include:

- A. Prepare agenda, attend, chair, and take minutes at a Pre-Construction Conference.
- B. Construction contract administration:
  - 1. Review contractor schedule and submittals.
  - 2. Prepare responses to RFI's and other contractor questions.
  - 3. Prepare / process Requests for Proposals, Proposals, and Change Orders, if necessary.
  - 4. Attend and facilitate periodic construction progress meetings.
- C. Construction inspection services:
  - 1. Full-time inspection of contractor operations (140 calendar days).
  - 2. Photo document progress.
  - 3. Field engineering, plan and specification interpretation.
  - 4. Prepare and submit weekly FAA Inspection Reports.
  - 5. Coordination of construction phasing.
- D. Construction staking / layout: Earthwork, grading, subgrade preparation, aggregate base, asphalt pavement, pavement markings.
- E. Construction materials testing: Earthwork including embankment, subgrade preparation, aggregate base, asphalt pavement.

**EXHIBIT "A"**

Rehabilitate Taxiway A & F  
Construction and Completion Phase

- F. Davis Bacon Compliance: Review contractor-provided certified payroll statements and benefit statements. Perform random employee interviews for compliance. Document compliance. If necessary, pursue revised compensation schedules and perform follow-up interviews.
  
- G. Final Acceptance of work:
  - 1. Perform a preliminary final inspection.
  - 2. Prepare a Punch List of outstanding items.
  - 3. Attend and document a Final Inspection. Prepare and distribute acceptance letter.

**Phase Four - Completion**

The services to be performed and provided by the Consultant for the City under Phase Four of this Agreement shall include:

- A. With input from contractor (marked-up plans), prepare drawings of record.
- B. Prepare a Final Engineer's Report documenting the progress and completion of the project.
- C. Submit as-built plans, Final Engineer's Report, and final grant status letter to the FAA.

**Services Not Provided:**

The following services are excluded from the Consultant's Scope of Work:

- A. Payment of any plan review fees, utility relocation fees, third-party inspection fees, etc.
- B. Update or revisions to the Airport Layout Plan (not required of this maintenance project).

PASO ROBLES MUNICIPAL AIRPORT

Rehabilitate Taxiway A & F  
Construction and Completion Phase

EXHIBIT G  
Engineering Agreement Cost Basis

Item	Description	Prof. Eng.	Land Survey	Civil Eng.	Eng. Tech.	Draft.	Eng. Aide	Clerical	Survey 1-Man	Survey 2-Man	Per Diem	Mileage	Inspect ST.	Inspect OT	Total	
<b>Construction Phase</b>																
A	Pre Construction Conference	3.0											2.0		\$548.00	
B,F,G	Administration	100.0					25.0								\$12,900.00	
C	Inspection / Coordination											1,700.0	600.0	20.0	\$61,375.00	
D	Construction Materials Testing								(See Earth Systems Fee Proposal, August 20, 2014)							\$52,716.50
E	Survey and Layout	16.0			24.0				140.0			600.0			\$25,718.00	
	Postage / materials														\$500.00	
<b>Construction Phase Sub-Total</b>																
<b>Completion Phase</b>																
A	As-Built Plans	8.0				16.0	12.0								\$2,644.00	
B	Final Engineer's Report	24.0						3.0							\$2,964.00	
C	Submit all Documents							4.0							\$176.00	
	Postage / materials														\$0.00	
<b>Completion Phase Sub-Total</b>																
<b>Total</b>																
														\$5,784.00		
<b>Professional Services Total</b>														\$159,541.50	\$160,000.00	

Contract work period = 140 calendar days = 20 weeks = 100 working days

Administration Hours: 5 hours per week = 100

Inspector Straight Hours: 60% full time, 20% 6 hours, 20% none = 600 hours

Inspector Overtime Hours: 20 hours

This is a minimum anticipated level of effort. Contractor progress is based on factors out of the control of the inspector, including his ability to effectively coordinate his own forces and his sub-contractors, material availability, the weather, and site working conditions.



August 20, 2014

Mr. John Smith  
Tartaglia Engineering  
PO Box 1930  
Atascadero, CA 93423

PROJECT: PASO ROBLES AIRPORT  
REHABILITATE TAXIWAYS A & F  
PASO ROBLES, CALIFORNIA

SUBJECT: Estimate of Costs for Soil and Material Inspection and Testing Services

REF: Request for Proposal (RFP), Rehabilitate Taxiways A & F, Paso Robles Airport,  
by Tartaglia Engineering, dated August 14, 2014

Dear Mr. Smith:

As requested in the referenced RFP, this estimate of the costs to provide soil and material inspection, observation, and testing services has been prepared for the project. We understand that the project will involve the following elements: localized removal and reconstruction of failed taxiway areas (approximately 57,000 square feet); crack filling and sealing; slurry sealing and pavement marking; and infield grading (approximately 40,000 square yards). The project will include subgrade preparation, and placement of P-209 aggregate base and P-401 asphalt concrete. There will be no electrical or storm drainage improvements. We understand that the contract length is 140 days, with no phasing restrictions, and all work will be done during regular working hours, with no night, weekend or holiday work.

Our proposed scope of work was based upon the referenced RFP, and our understanding of our expected duties. At this time, the project is still in the bid process, a contractor has not been selected, and a specific construction schedule is not known. It is important to note that, as we can not control the construction process or the contractor's time frames, our services must be provided on a time and materials basis.

It is our understanding that this project is subject to the California Prevailing Wage Law for inspectors and technicians.

Our anticipated scope of services and estimated costs are as follows:

I. Project Management and Job Meetings

We will attend a preconstruction meeting, and complete security processing for field personnel (if needed). Attendance at other meetings will not be required.

Project Management-Associate Engineer	6 hrs. @ \$160.00/hr.	\$960.00
Mileage, Associate Engineer	70 mi. @ \$0.75/mi.	52.50
Project Management-Tech/Inspector	4 hr. @ \$97.00/hr.	388.00
Mileage, Tech/Inspector	70 mi. @ \$0.75/mi.	<u>52.50</u>
<b>Subtotal, Project Management and Job Meetings</b>		<b>\$1,453.00</b>



**II. Grading Observation and Testing – Subgrade, Infield and P-209 Aggregate Base**

We propose to provide observation and testing services during the preparation of subgrade in pavement areas (assumed 15 days at 6 billable hours per day), infield area grading (assumed 10 days at 6 billable hours per day), and placement of P-209 aggregate base (assumed 10 days at 6 billable hours per day). We have assumed that the project engineer will provide CAD files of the project plans for our use in preparation of the final grading observation and compaction testing report. We have also assumed that initial material certifications will be provided for the P-209 aggregate base, and the material will have to be sampled and tested for gradation during placement.

Subgrade Preparation

Field technician	90 hrs. @ \$97.00/hr.	\$8,730.00
Mileage	15 days @ 70 miles/day @ \$0.75/mile	787.50
Nuclear density tests	15 days @ 10 tests/day @ \$10.00/test	1,500.00
Maximum density/optimum moisture tests	3 tests @ \$185.00 ea.	555.00

Infield Area Grading

Field technician	60 hrs. @ \$97.00/hr.	\$5,820.00
Mileage	10 days @ 70 miles/day @ \$0.75/mile	525.00
Nuclear density tests	10 days @ 10 tests/day @ \$10.00/test	1,000.00
Maximum density/optimum moisture tests	2 tests @ \$185.00 ea.	370.00

P-209 Aggregate Base

Field technician	60 hrs. @ \$97.00/hr.	\$5,820.00
Mileage	10 visits @ 70 miles/visit @ \$0.75/mile	525.00
Nuclear density tests	10 days @ 10 tests/day @ \$10.00/test	1,000.00
Maximum density/optimum moisture tests – P-209 Agg. Base	5 tests @ \$185.00 ea.	925.00
Specific gravity tests – P-209 Agg. Base for Maximum Density tests	5 tests @ \$120.00/test	600.00
Sieve analysis tests – P-209 Agg. Base	10 days @ 2 tests/day @ \$190.00/test	3,800.00

Report Preparation

Associate Engineer	3 hrs. @ \$160.00/hr.	\$480.00
Drafting	5 hrs. @ \$68.00/hr.	340.00

<b>Subtotal, Grading Observation and Testing – Subgrade, Infield and P-209 Aggregate Base</b>		<b>\$32,777.50</b>
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**III. Asphalt Concrete Testing**

We will provide acceptance testing for AC for an assumed 3 test strips and 3 production days. We understand the contractor will be responsible for all acceptance testing of aggregates, the design of the AC mix, and quality control testing at the plant during AC production. The AC testing proposed in the following paragraph is for plant-produced material typically provided in conjunction with the



engineer, with the exception of smoothness and grade, which will be determined by the engineer or others. To determine asphalt content of the AC during the test strips (assumed 2 of 3 sublots), we will utilize the ignition oven in our San Luis Obispo laboratory; the remains of the ignition sample will be tested for gradation. Asphalt content testing during regular production is part of the contractor's Quality Control Program. We have assumed that all core density samples for the AC will be secured in a random manner by the contractor, and provided to our personnel for laboratory testing. The contractor will be responsible for repairing all core locations. We have assumed that a secure location will be provided at the airport, with suitable power and water hookups, for location of our mobile laboratory.

Field Technician, Field Laboratory		
Mobilization	6 hrs. @ \$97.00/hr.	\$582.00
Laboratory Mobilization/Demobilization		
Mileage	70 miles @ \$0.75/mile	52.50
Field Technician, Field Laboratory		
Demobilization	6 hrs. @ \$97.00/hr.	582.00
Laboratory Mobilization/Demobilization		
Mileage	70 miles @ \$0.75/mile	52.50
AC Testing, on site	6 days @ 8 hrs./day @ \$97.00/hr.	4,656.00
AC Testing, on site (O.T)	6 days @ 4 hrs./day @ \$130.00/hr.	3,120.00
AC Testing, on site (D.T)	6 days @ 2 hrs./day @ \$165.00/hr.	1,980.00
Mileage	6 days @ 70 miles/visit @ \$0.75/mile	315.00
Mobile Lab Equipment Charge	6 days @ \$550.00/ea.	3,300.00
Ignition Oven Calibration (Prior to Test Strip)		
	3 tests @ \$210.00/ea.	630.00
Special Sample Preparation – Ignition Oven Calibration (non PW)		
	2 hrs. @ \$68.00/hr.	136.00
AC Content Tests (Test Strip only)		
	3 test strips @ 2 tests/test strip @ \$210.00/ea.	1,260.00
Gradation of Ignition Residue Samples (Test Strip only)		
	3 test strips @ 2 tests/test strip @ \$90.00/ea.	540.00
Associate Engineer, AC Mix and Test Review/Results to Project Engineer		
	8 hrs. @ \$160.00/hr.	1,280.00
<b>Subtotal, Asphalt Concrete Testing</b>		<b><u>\$18,486.00</u></b>
<b>ESTIMATED TOTAL</b>		<b><u>\$52,716.50</u></b>

**CONDITIONS**

The fees and conditions of this proposal will remain in effect for a period of 90 days from the date of issue, or until there is a change in the published Prevailing Wage Rate. Our technicians and inspectors will attempt, wherever possible, to combine inspections or test multiple areas during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's schedule, the progress of the work, and notification by the project inspector, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed





maximum fees. The invoices will reflect the actual amount of time spent and service performed, and may be greater or less than the estimated amounts. All field inspections and visits will be subject to a 2-hour minimum charge per day, with total time billed in 1-hour increments. All site visits will also be subject to a mileage charge of 70 miles at \$0.75 per mile. Based upon our current work load, we anticipate that the lead engineer for this project will be the undersigned.

Unless specifically noted, this proposal is based on services provided during regular working hours (0700 to 1700), Monday through Friday. Services provided between 1700 and 0700 on Monday through Friday, all day Saturday, and for time in excess of 8 hours up to 12 hours per day, will be subject to an overtime rate for technicians and inspectors of \$130.00 per hour. Services provided on Sundays and Holidays, and for time in excess of 12 hours per day, will be subject to a double time rate for technicians and inspectors of \$165.00 per hour.

The client or client's agent is to supply latest plans and specifications, and notify us of any changes pertinent to the performance of testing and observations. The project inspector is responsible for contacting this firm when testing services are required. Earth Systems Pacific will test or inspect at locations deemed appropriate to provide the client with information regarding the acceptability of the tested areas. Previously failed areas may be retested or reinspected after rework, if required.

Charges for retests or reinspections due to failing results or improper work, or when tests or inspections are requested but the contractor is not ready and does not cancel scheduled testing or inspection, are not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors for retests or reinspections. Should unforeseeable conditions require a different approach or additional work, this fee quotation may need to be revised. We would notify the client of any major changes in the proposed scope of work prior to initiating such a change.

If the client finds the proposed scope of work, terms, and fees satisfactory, the return of the attached work order, indicating the legal entity that will be our client and signed and dated by the party responsible for payment, will constitute authorization for work on the project to continue. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

Thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact the undersigned at your convenience.

Sincerely,

Earth Systems Pacific

Fred J. Potthast, GE 2369  
President/CEO

Attachments: Work Order  
Terms

Doc. No.: 1408-138.PRP/jr



**WORK ORDER**

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: August 20, 2014 Doc. Number: 1408-138.PRP

Name of Project: PASO ROBLES AIRPORT REHABILITATE TAXIWAYS A & F

Order Received by: Fred J. Potthast

Client Name: Tartaglia Engineering, Attn.: Mr. John Smith

Client Address: PO Box 1930, Atascadero, CA 93423

Location of Project: Paso Robles, California

Scope of Services: Per Proposal dated August 20, 2014

Fees to be Charged: Per Proposal dated August 20, 2014\*

I have read and agree to all terms of this document, including the attached terms for services (7/2011).

CCGC, Inc. dba  
Earth Systems Pacific

Fred J. Potthast, GE 2369  
President/CEO

Date

8/20/14

AGREED TO AND ACCEPTED:

Tartaglia Engineering  
Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

john@tartaglia-engineering.com  
Email Address

PLEASE RETURN A SIGNED COPY  
TO EARTH SYSTEMS PACIFIC

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\* Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

July 2014 Fee Schedule

**1. INVESTIGATION, MONITORING & INSPECTION** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

**2. SITE ACCESS & UTILITIES** Client has sole responsibility for securing site access and locating utilities.

**3. BILLING AND PAYMENT** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

**4. OWNERSHIP OF DOCUMENTS** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

**5. TERMINATION** This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

**6. RISK ALLOCATION** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the sole negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. Client agrees to provide to Consultant proof of insurance covering claims for property damage including construction defects and related personal injury on an occurrence basis in an amount of not less than \$1 million per occurrence and in the annual aggregate. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

**7. HAZARDOUS MATERIALS** Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

**8. ASSIGNS AND THIRD PARTIES** Neither the client nor Consultant may delegate, assign or transfer his duties or rights in this Agreement without the written consent of the other party. This Agreement is intended only to benefit of the parties hereto. No person who is not a signatory to this agreement shall have any rights hereunder to rely on this contract or on any of Consultant's services or reports without the express written authorization of Consultant.

**9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION** The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.