

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 

DATE: November 19, 2012 (CC Meeting of 12/05/12)

SUBJECT: Consider Amendment No. 2 to Agreement for Engineering Design Services for North Hills Parkway, Phase 1, Project 8061

BACKGROUND & DISCUSSION

On October 21, 2009, the City Council authorized the City Manager to sign an Agreement with KOA Corporation (KOA) for the design of North Hills Parkway, Phase 1, for an amount not to exceed \$1,500,000. The City Council also authorized the City Manager to amend the Agreement for unforeseen design contingencies in an amount not to exceed \$150,000. On May 16, 2012, City Council authorized the City Manager to sign Amendment No. 1 to the Agreement for an increase in design fees and additional geotechnical work in the amount of \$75,535.35. KOA has submitted another proposal for additional work required to locate existing fiber optic utilities within the project area in the amount of \$15,962.

FISCAL IMPACT

The total increase in design fees for this Amendment is \$15,962, bringing the total amended maximum to \$91,497.35, which will not exceed the previously approved amount of \$150,000 for design contingencies, therefore a budget amendment is not required.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 2.

Attachment: Amendment No. 2
Exhibit: Proposal

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE CITY OF MOORPARK
AND KOA CORPORATION FOR ENGINEERING DESIGN SERVICES
FOR NORTH HILLS PARKWAY, PHASE 1, PROJECT 8061**

This Amendment, made and entered into this ____ day of _____, 2012, between the City of Moorpark, a California municipal corporation, hereinafter referred to as "City" and KOA Corporation, a California corporation, hereinafter referred to as "Consultant."

Whereas, on January 11, 2010, the City and Consultant entered into an Agreement to design Phase 1 of North Hills Parkway from Gabbert Road on the east to Los Angeles Avenue (Project) for total compensation not exceeding \$1,480,846.00; and

Whereas, on June 11, 2012, Amendment No. 1 to the Agreement to include additional geotechnical work and increase the not-to-exceed amount by \$75,535.35 to \$1,556,381.35; and

Whereas, the City now desires to revise certain provisions of the Agreement.

Now, therefore, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree to amend the aforesaid Agreement as follows:

I. Section 2 of the Agreement is amended to include:

Consultant's Scope of Services is amended to include work to locate existing fiber optic utilities as described in the Consultant's Proposal dated November 12, 2012, and attached hereto and incorporated herein as Exhibit 2-A to the Agreement by this Second Amendment.

II. Section 5 of the Agreement is amended to include:

City hereby increases the not-to-exceed amount of \$1,556,381.35 under this Agreement by \$15,962.00 to \$1,572,343.35.

III. Remaining Provisions

All other provisions of the aforesaid Agreement shall remain in full force and effect.

In witness whereof, the parties hereto have executed this Amendment on the date and year first above written.

CITY OF MOORPARK

KOA CORPORATION

Steven Kueny, City Manager

Jimmy Lin, President

Attest: _____
Maureen Benson, City Clerk



1100 Corporate Center Dr., Suite 201
Monterey Park, CA 91754
t. 323-260-4703 f. 323-260-4705
www.koacorporation.com

November 12, 2012

Dave Klotzle
City Engineer / Public Works Director
City of Moorpark
799 Moorpark Ave.
Moorpark, CA 93021

MA91103 v3

RE: Proposal to pothole for fiber optic utilities within the Union Pacific ROW. This work is associated with the design of North Hills Parkway.

Dear Mr. Klotzle:

KOA Corporation is pleased to submit the enclosed proposal to provide potholing services for the City of Moorpark.

The attached proposal presents our scope of services and cost estimate. If you concur with the terms of this proposal, you may authorize KOA Corporation to begin work by signing the authorization on this proposal and returning it to our office. The proposal is valid for thirty (30) days.

Please contact me at 323-260-4703 if you have any questions or if you require additional information. I look forward to working with you on this Project.

Sincerely,
KOA Corporation

Jimmy Lin, P.E. (CA RCE C69797)
President/CEO

encl.



City of Moorpark

Proposal for Fiber Optic Potholing within the UPRR ROW

Summary of Project

In order to facilitate the design of a new grade separation between the Union Pacific Railroad and North Hills Parkway and an at-grade crossing modification at Gabbert Rd, existing fiber optic utilities must be potholed to determine a precise depth and lateral location.

Scope of Services

KOA Corporation will subcontract the potholing of fiber optic utility conduits to VCI Construction.

VCI has anticipated 10 potholes in Area 1 and 10 potholes in Area 2, for a total of 20 potholes.

Their bid includes the following items:

1. Completion of the Contractor's Endorsement from UPRR (attached).
2. Providing insurance certificates naming KOA Corporation, the City of Moorpark, and Union Pacific Railroad Company as additional insureds.
3. A UPRR flagman during potholing work.
4. Costs associated with the UPRR Right-of-Entry.
5. Hydro-vac equipment and 2 man crew.
6. Traffic control as required.
7. Core saw pavement, vacuum excavate to utility and restore per drawing attached.
8. Record utility size, composition, horizontal and vertical orientation.
9. Pull no-fee City permit and USA notification.

KOA Corporation will provide a design engineer to monitor the progress of the potholing work and verify the location and depth of fiber optic utilities.

Project Manager

Our proposed Project Manager for this project is Jimmy Lin, but may be subject to change. If you have any questions about this proposal and our scope of services, please contact us at (323) 260-4703.

Fee Estimate

KOA will perform the work specified in the work scope above as shown in the enclosed fee table.

| | |
|--|-----------------|
| VCI Construction, ROE, UPRR Contractor's Fee | \$14,712 |
| KOA Corporation Associate Engineer (10 hrs at \$125) | \$1,250 |
| Total | \$15,962 |

If the work is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

The proposal is valid for 30 days and is subject to a 5% annual adjustment.

This lump sum amount is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon plan approval. Any additional services requested after plan approval will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

Work Scope Assumptions

- All plans designed by KOA will be signed by a State of California registered civil engineer on our staff.
- Client or others will provide relevant electronic street improvement plans and signing and striping plans, prior to start of our design.
- The Client or others will handle permit processing with the City.
- The work scope is considered complete upon City's approval of the plans relevant to that task. All other services requested after plan approval will be considered as extra work. Fees for extra work will be determined prior to the start of that work.
- Additional scope of services not listed in the proposal or extended schedule for reasons outside of KOA's control would require additional effort and fee.
- The fee estimate assumes KOA will perform CM activities from the Los Angeles office in Monterey Park, CA with requisite site visits. No onsite facilities, furniture, utilities or equipment are included in the fee.
- Project expenses are billed at cost plus 10%. Project expenses include: Non-commuter automobile mileage (at \$.50 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client. Should the client desire, phone and mileage may be included in an hourly rate, which shall be negotiated and slightly higher than the billable rates indicated above.

Exclusions

The following exclusions describe situations that we frequently encounter that result in the need for extra work and additional compensation:

- Attendance at additional meetings, except as specifically indicated in the Scope of Services will be considered as additional work and billed accordingly.
- Our fee excludes any costs paid to the City, utility companies, or any other agency for permits or plan checking.
- Any change in roadway configuration or curb line changes requested after the plans are initiated may result in the need for extra work to revise completed designs, conduct additional field research and surveys, or supplement base mapping.
- Significant changes in the approving agencies' design standards and policies after the plans were reviewed by the agencies and that result in revising completed designs.
- Any changes required in the plans after they are approved by the City may be considered as extra work.