

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director
Prepared by: Teri Davis, Senior Management Analyst 

DATE: May 1, 2013 (CC Meeting of 05/15/13)

SUBJECT: Consider Amendment to Agreement for Widening of Los Angeles Avenue Between Maureen Lane and Leta Yancy Road (Project 8058)

BACKGROUND & DISCUSSION

On September 19, 2012, the City Council approved an Agreement with KOA Corporation (KOA) for construction management, inspection, and materials testing services for the project to widen Los Angeles Avenue between Maureen Lane and Leta Yancy Road (Project). The amount of the Agreement is not to exceed \$105,116.38. The Project requires additional work by KOA to provide a ground survey of the Calleguas Municipal Water District (Calleguas) utilities that will be impacted by the Project, and a revision of the Project plans to include details showing any necessary adjustments, relocations, and protection to Calleguas facilities. KOA will also prepare a legal description and plat map for an easement the City must convey to Calleguas over their relocated facilities. KOA has submitted a Proposal (Exhibit C of Attachment) for the additional work at a fee of \$9,270.00.

FISCAL IMPACT

The total increase in fees for this Amendment is \$9,270.00 which is available in the FY 2012/13 Budget for the project; therefore a budget amendment is not required.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 1.

Attachment: Amendment No. 1

Exhibit: Proposal

**AMENDMENT NO. 1 TO
AGREEMENT BETWEEN THE CITY OF MOORPARK
AND KOA CORPORATION FOR CONSTRUCTION MANAGEMENT, INSPECTION
AND MATERIALS TESTING SERVICES FOR THE
LOS ANGELES AVENUE WIDENING PROJECT (8058)**

This Amendment, made and entered into this ____ day of _____, 2013, 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 October 29, 2012, the City and Consultant entered into an Agreement for construction management, inspection, and materials testing services, for total compensation not to exceed \$105,116.38; and

Whereas, the City now desires additional work relating to a survey of utilities and utility detail plan and easement preparation, adding \$9,270.00, as set forth in Exhibit C, increasing the maximum compensation from \$105,116.38 to a total amount not to exceed amount \$114,886.38.

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, Scope of Services, of the Agreement is amended to read, in its entirety, as follows:

"City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide construction management, inspection, material testing services, a utility survey, utility detail plan, and easement preparation, as set forth in Exhibits B and C. In the event there is a conflict between the provisions of the Exhibits and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibits B and C. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibits B and C.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibits B and C. Compensation shall not exceed the rates or total contract value one hundred fourteen thousand eight hundred eighty-six dollars and thirty-eight cents (\$114,886.38) as stated in Exhibit C, without the written authorization of the City Manager. Payment by City to Consultant shall be in accordance with the provisions of this Agreement."

II. Paragraph 2 of Section 5, Payment, of the Agreement is amended to read, in its entirety, as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibits B and C, based

upon actual time spent on the above tasks. This amount shall not exceed one hundred fourteen thousand eight hundred eighty-six dollars and thirty-eight cents (\$114,886.38) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.”

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

Attachment: Exhibit C, Proposal



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www.koacorporation.com

May 2, 2013

Mr. Dave Klotzle, P.E.
City Engineer/Public Works Director
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
(805) 517-6285
dklotzle@ci.moorpark.ca.us

Subject: Los Angeles Avenue Widening Project
Proposal to address CMWD plan check comments provided on February 4, 2013
(KOA Corporation proposal MB31043)

Dear Mr. Klotzle:

KOA Corporation is pleased to provide you with the following proposal to address the February 4, 2013 plan check comments that Calleguas Municipal Water District made on the City and Caltrans approved Los Angeles Avenue Widening Project plans. In particular, we are proposing to conduct additional survey of utilities, prepare a utility detail plan sheet of the Calleguas Municipal Water District utilities that would be impacted by the roadway widening project, and assist with ROW acquisitions.

Scope of Work

- A. KOA will obtain a ground survey of the Calleguas Municipal Water District (CMWD) utilities that would be impacted by the roadway widening project on Los Angeles Avenue. This area is comprised of an approximate 250' long by 65' wide area on the south side of Los Angeles Avenue just west of Shasta Avenue. The City will need to arrange to have our survey team to have access to the area behind the existing fence.
- B. KOA will prepare a revised plan set that addresses the plan check comments received from CMWD on February 4, 2013. The revised plan set will include a utility detail plan sheet to show the necessary adjustments, relocations, and protection of the CMWD facilities per comments received on February 4, 2013. In addition, KOA will address other comments from CMWD on the current City approved plan set.
- C. KOA will provide a legal description and plat map for an easement to CMWD for affected utilities within the project limits. CMWD or others will prepare the easement grant deed and provide details on the dimensions of the easement.

Coordination and Meetings

- D. KOA will coordinate our efforts with the City through phone discussions and email. In addition, KOA may attend one field meeting with the City to present the revised plan set.

Out of Scope Work

Services rendered for out-of-scope work will be billed based on a negotiated maximum fee basis. Out-of-scope work generally includes any requests for items not covered in the tasks defined in writing within this proposal.

Schedule

KOA anticipates providing a revised plan set within two weeks of receiving an executed agreement.

Fee Estimate

KOA will perform the work specified in the work scope above for the fee defined below. The lump sum budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. Receipt of a signed copy of this proposal and the requested deposit authorizes us to begin work.

TASKS	FEE
Ground Survey	\$ 2,500
Revised plan set	\$ 4,700
Legal Description and Plat Map	\$ 1,320
Coordination and Meetings	\$ 750
TOTAL:	\$ 9,270

The work scope is considered complete upon plan approval. Any additional services requested after the defined tasks are complete will be considered as extra work and those fees will be negotiated prior to the start of work and will need to be secured in writing.

If the work described within this letter 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 the control of KOA, 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. Also, any individual tasks that are not authorized within 30 days of the date of this proposal are also subject to fee adjustments.

Invoicing

Invoices will be submitted monthly, based upon our estimated percentage of completion. Accounts are past due after 30 days. All work will be immediately stopped if any invoice is unpaid for 60 days or more, and such delinquent invoice payments may be subject to a late payment penalty of 1.5 percent per month and/or turned over to a collections agency at our discretion.

In any lawsuit brought to enforce the terms of this contract, the prevailing party shall be entitled to their reasonable attorneys fees.

Termination

The Client or KOA may terminate this agreement by giving the other party ten days written notice of such termination. KOA shall receive fee payments from the Client proportionate to the services completed as of the date of termination. The Client will be entitled to receive deliverables at the level of completion relative to the fee payments received by KOA. All outstanding valid invoices shall be paid to KOA.

Insurance

KOA is fully able to meet the insurance requirements of projects of this type. The firm has coverage in the following areas: Professional Liability (\$1 million per claim, \$2 million aggregate), Automobile Liability (\$2 million) and General Liability (\$5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law.

Indemnification

KOA Corporation and the City agree to indemnify and hold the other harmless from any and all losses, damages, awards, penalties or injuries or costs, including reasonable attorney's fees and cost of defense, which accrue or arise from or result by reason of a claim asserted by a third party which arises from any alleged breach of such indemnifying party's representations and warranties made under this Agreement or such indemnifying party's own negligent acts, errors, and omissions in the performance of their obligation under this Agreement or with respect to the Project.

Project Manager

Our proposed Project Manager for this project is Frank Benavidez, 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.



Authorization

An authorized representative of the City of Moorpark may sign below and return this form to indicate acceptance of this proposal and authorization to proceed. Our work cannot commence until we receive this written authorization or an executed agreement.

Sincerely,

Frank Benavidez, P.E.
VP, Senior Engineer
KOA CORPORATION

City of Moorpark (Client) has carefully reviewed this proposal and hereby authorizes KOA Corporation to commence work as indicated within the terms and conditions of this proposal.

Signature

Name (Please Print)

Title (Please Print)

Date