

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 

DATE: July 1, 2013 (CC Meeting of 07/17/13)

SUBJECT: Consider Third Amendment to Agreement with Penfield & Smith for Additional Services for the Princeton Avenue Widening Project (Project 8012)

BACKGROUND

On March 19, 2008, the City Council awarded an Agreement to Penfield & Smith to prepare conceptual design, construction plans, specifications and a cost estimate for Project 8012: the widening and realignment of Princeton Avenue west of Condor Drive. The scope of services set forth in the Agreement with Penfield & Smith, directed them to proceed with initial re-design efforts using the information developed by a prior design effort, and to evaluate what additional efforts, such as hydrology, geotechnical and topographic surveys, might be required. The original scope of services anticipates the possible need to revise and increase the scope and related fees necessary to complete the design.

On February 3, 2010, the City Council approved the First Amendment to Penfield & Smith's agreement in the amount of \$74,692.25 for additional design services required of the project including property surveys and a geotechnical report. As the project design and right-of-way acquisition progressed, it was determined that additional tasks were required to complete the project. On November 3, 2010, the City Council approved the Second Amendment to Penfield & Smith's agreement in the amount of \$130,000 for additional design services including an updated drainage study, redesign of the storm drain system as determined by the drainage study, extension of the project limits to Condor Drive and right-of-way acquisition support.

DISCUSSION

It has been determined that the additional engineering services described below, and in more detail in the attached amendment, are required to complete the project design:

1. Ground penetrating radar to determine the size and location of existing underground utilities and storm drains to properly complete the storm drain design.
2. Revisions to the drainage report to incorporate additional information about existing storm drain pipes and outlet locations.
3. Drainage design modifications to address the routing of storm water on the Conejo Ready Mixed property.
4. Completion of plans specifications and construction cost estimate.
5. Retaining walls structural design.
6. Coordination of utility relocations.
7. Obtaining Caltrans encroachment permit.
8. Bidding and construction phase services.

The additional design fees associated with the above tasks are summarized below:

<u>Task</u>		<u>Amount</u>
1. Ground Penetrating Radar	\$	6,600.00
2. Revisions to Drainage Report	\$	10,240.00
3. Drainage Design Modifications	\$	41,000.00
4. Completion of Plans, Specifications and Cost Estimate	\$	43,660.00
5. Retaining Walls Design	\$	19,650.00
6. Utility Coordination	\$	32,000.00
7. Caltrans Permit	\$	12,000.00
8. Bidding and Construction Phase	\$	46,640.00
	Total \$	211,790.00

FISCAL IMPACT

The proposed Third Amendment would increase Penfield & Smith's Agreement by \$211,790.00 from a not-to-exceed amount of \$483,840.25 to a not-to-exceed amount of \$695,630.25. A budget amendment is not necessary to fund the additional design

services under the Third Amendment. The approved FY 2013/14 project budget has sufficient funding to allow a line item transfer from the construction budget to the design budget. A future adjustment to the construction budget at the time of contract award may be necessary depending on the actual cost for construction.

STAFF RECOMMENDATION

Approve the Third Amendment to Agreement with Penfield & Smith to increase the Scope of Services for the Princeton Avenue Widening Project in an amount not to exceed \$211,790.00 and authorize the City Manager to execute said amendment, subject to final language approval by the City Manager and City Attorney.

Attachment:

Amendment No. 3

**THIRD AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF MOORPARK
AND PENFIELD & SMITH**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR SERVICES is made and entered into this ____ day of _____, 2013, between the City of Moorpark, a municipal corporation, hereinafter referred to as "City" and Penfield & Smith, a corporation, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, on May 15, 2008, the City and Consultant entered into an Agreement for providing civil engineering design services for the re-design of the Princeton Avenue Widening Project, hereto referred to as Agreement; and

WHEREAS, on February 20, 2009, a no cost Change Order was executed specifying the amount set aside for reimbursable expenses; and

WHEREAS, on February 16, 2010, the City and Consultant amended the Agreement for the first time to include a boundary establishment survey and legal description preparation, a geotechnical update report, and an additional topographic survey; and

WHEREAS, on November 16, 2010, the City and Consultant amended the Agreement for the second time to include a drainage study preparation, extension of the project limits, storm drain plan and profile design, reimbursement for previous out of scope of services work requested conducted prior to Amendment No. 2 and future anticipated engineering services required in support of ongoing right-of-way acquisition efforts; and

WHEREAS, the City desires to increase the Consultant's Scope of Services to include ground penetrating radar for storm drain design, drainage report revisions, drainage design modifications, completion of plans specifications and cost estimates, structural wall design, utility coordination, Caltrans permitting, and bidding and construction phase services; and

WHEREAS, the City also desires to identify optional drainage design alternatives that may be added to the Consultant's Scope of Services in the future by separate amendment; and

WHEREAS, the City wishes to amend the Agreement for the third time to reflect these additional services and the resultant fee increases; and

WHEREAS, a recap of the total design fee, including the changes requested herein, is set forth as follows:

A. Original Fee:	\$279,148.00
B. Change Order (Reimbursables)	\$ 0.00
C. Amendment No. 1	\$ 74,692.25
D. Amendment No. 2	<u>\$130,000.00</u>
Sub-total	\$483,840.25
E. This Change	<u>\$211,790.00</u>
Total	\$695,630.25

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

City does hereby retain Consultant in a contractual capacity to provide certain civil engineering design services in accordance with the terms and conditions hereinafter set forth in Exhibit "A", for a not to exceed amount of \$211,790.00. All other terms and conditions of the original agreement shall remain in full force and effect.

CITY OF MOORPARK

**CONSULTANT
Penfield & Smith**

Steven Kueny, City Manager

Hady Izadpanah, President

Date_____

Date_____

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Consultant’s Proposal



Penfield & Smith

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Camarillo, CA 93010

tel 805-981-0706
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www.penfieldsmith.com

Santa Barbara
Camarillo
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- Transportation Planning
- Structural Engineering
- Water Resources Engineering
- GIS

July 3, 2013

W.O. 18305.04

Mr. David Klotzle, P.E.
City of Moorpark
Public Works Director
799 Moorpark Avenue
Moorpark, CA 93021

**SUBJECT: PRINCETON AVENUE WIDENING PROJECT
REVISED PROPOSED FEE FOR ADDITIONAL SERVICES**

Dear Mr. Klotzle,

In response to our meeting and conversations in January 2013, and email and discussions the last few weeks, please find this proposal for additional services related to the completion of the Princeton Avenue widening civil design. The additional scope of services proposed includes:

- Ground Penetrating Radar (GPR) investigation to attempt to identify type, size and location of existing utilities that cross proposed storm drain alignments;
- Design and permit storm drain line to the VCWPD box culvert;
- Completion of the demolition, grading, striping, signage and street plans and specifications through unforeseen conditions;
- Completion of structural wall design and plans;
- Utility coordination;
- Caltrans permitting;
- Bidding and construction phase services by the design engineer.

Optional scope of service items that may be added at a later date include:

- Modifications to the Drainage Study to address a newly proposed storm drain line through the Ready Mix Site to a private basin;
- Design and permit storm drain line through the Ready Mix Site

The total cost for the additional scope of services is \$211,790.00 and will be billed on a time and materials (T&M) basis, in accordance with our current billing rates (attached). The detailed scope and estimated fee for each scope item is outlined below and a schedule showing each item has been attached.

GPR Storm Drain Lines

We propose to have a GPR investigation of existing utilities to identify their type, size, alignment. We feel that this information is necessary to properly design the final storm drain plans and safeguard conflicts between existing conditions and proposed. Conducting the GPR investigation will likely expedite construction and has the possibility of reducing construction change orders by further clarifying existing conditions.

Fee: \$6,600.00

Revisions to Drainage Report

In early 2012 after substantial completion of the storm drain design and Final Drainage Report, City staff provided an as-built plan for the "Performance Nursery" which our office had not previously seen. The plan depicts a recently built storm drain line which the Princeton Avenue improvements are now proposed to connect to. This has substantially changed the previously proposed storm drainage layout and hydrologic boundaries and impacts the grading and drainage plans as well. As a result, we propose to revise the Final Drainage Report as needed to address these design changes.

Fee: \$10,240.00

Modifications to the Drainage Design

The current drainage design for the project maintains existing drainage patterns at the Ready Mix site, which is to convey storm water from the north side of Princeton Avenue via a culvert to a surface discharge south of the proposed retaining wall on the Ready Mix Site. Stormwater continues via surface sheet flow across the Ready Mix and eventually reaches Arroyo Simi.

City Staff has requested that we include the following alternative design in our proposal. The scope and fee includes topographic surveying, engineering design, preparation of plans, specifications and estimates and all necessary permitting.

Review the feasibility of redirecting the Princeton Avenue culvert to the west to connect to an existing Ventura County Watershed Protection District (VCWPD) box culvert and determine if VCWPD will allow the connection.

Fee: \$6,000.00

If feasible, Penfield & Smith would then prepare plans and specifications and permit a storm drain from the Ready Mix site frontage to the west within the Princeton Avenue right-of-way to the existing box culvert. It is anticipated that this alternative will require permitting through VCWPD.

Fee: 35,000.00

Structural Wall Design

Penfield & Smith will conduct structural and value engineering analysis to identify a cost-effective retaining wall system for the proposed alignments. Plans for the identified retaining wall system will then be prepared for bidding and construction.

Fee: \$19,650.00

100% Completion of Plans, Specifications and Estimates

Penfield & Smith initiated work on the Princeton Avenue design project over five years ago in 2008. During that time period, multiple unforeseen conditions and changes in the project have caused increases of the design cost. Examples of cost increases include: 1) Multiple start and stop directives and lack of timely review of our plans which have slowed work progress, led to inefficiencies and caused inflation erosion of agreed upon billing rates; 2) Dealing with two City Engineers and an interim project manager with different visions of the project; and, 3) Addressing various alignments, right-of-way issues and retaining wall configurations.

Given the above, Penfield & Smith respectfully requests an increase for the design fee to complete the project by building upon the currently accepted 80% plans. The completed plans will include the 100% plans, specifications and estimates needed for bidding and construction of this important project.

Fee: \$43,660.00

Utility Coordination

Penfield & Smith will provide management and coordination of wet and dry utility relocations, including posting notices to all affected utilities, identifying conflicts, and organizing and verifying relocation.

Fee: \$32,000.00

Caltrans Permitting

Penfield & Smith will provide management, coordination and permitting with Caltrans which owns various parcels along the alignment, and controls right-of-way through the portion of the project located beneath the Highway 23 overhead bridge. It is anticipated that this permitting will follow a typical Caltrans Encroachment Permit Application process and timeline.

Fee: \$12,000.00

Bidding and Construction Phase Services

As the design engineer, Penfield & Smith will provide assistance with bidding and construction services. Proposed services will include addressing requests for information (RFIs) during bidding, attending pre-bid and bid meetings, addressing RFIs during construction from the contractor or City Staff, conducting periodic site visits during construction, and preparing as-built drawings based on feedback from the City's Construction Management and inspection team.

Fee: \$46,640.00

Total proposed fee for additional services _____ \$211,790.00



Optional Drainage Design Alternatives

The following drainage design alternatives may be added in the future upon separate approval by the City:

Optional Design Alternative 1

Extend the proposed Princeton Avenue culvert across the Ready Mix site to discharge into an existing basin at the southerly edge of the property. It is assumed that the basin is already constructed so that it can overflow and safely spill into the Arroyo.

Penfield & Smith proposes to initially perform a field survey and engineering investigation of the existing facilities to determine the feasibility of this option.

Fee: \$9,000.00

If proved feasible, we will complete the design, modify the drainage report and prepare PS&E's for approximately 425 LF of storm drain line and associated improvements. It is assumed that no additional permitting is required for this alternative.

Fee: \$18,000.00

Optional Design Alternative 2

As an alternative to using the Ready Mix basin and outlet, Penfield & Smith can prepare plans and specifications and permit an extension of the Princeton Avenue culvert through the Ready Mix site and provide a new outlet in the Arroyo. The new Arroyo outlet, at a minimum will require permitting through California Fish and Wildlife, Army Corp of Engineers and Ventura County Watershed and may delay the project as a result of these permitting requirements.

Fee: \$90,000.00

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, please note that our services will be performed on a time and materials basis, and it is possible that our actual charges could exceed the amount we have estimated. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

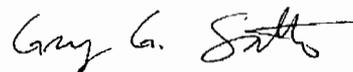
If you have questions regarding this fee estimate for additional services, please contact me at (805) 981-0706 x 221 or via email at sdm@penfieldsmith.com.

Sincerely,

PENFIELD & SMITH



Scott D. Meckstroth, R.C.E. 63337
Project Engineer



Jeremy Salts
Principal Engineer

	①	Name	Duration	Start	Finish	Predecessors
1		GPR Services & Mapping	30 days	7/8/13 8:00 AM	8/16/13 5:00 PM	
2		Revise Drainage Report	40 days	7/8/13 8:00 AM	8/30/13 5:00 PM	
3		VCWPD Connection Feasib...	30 days	7/8/13 8:00 AM	8/16/13 5:00 PM	
4		VCWPD Connection PS&E ...	40 days	8/19/13 8:00 AM	10/11/13 5:00 PM	3
5		Structural Wall Design	40 days	7/8/13 8:00 AM	8/30/13 5:00 PM	
6		100% Completion of PS&E	70 days	7/8/13 8:00 AM	10/11/13 5:00 PM	
7		Utility Coordination	110 days	7/8/13 8:00 AM	12/6/13 5:00 PM	
8		Caltrans Permitting	80 days	8/19/13 8:00 AM	12/6/13 5:00 PM	3
9		Bidding & Construction Ph...	260 days	12/9/13 8:00 AM	12/5/14 5:00 PM	8

Princeton Avenue

PENFIELD & SMITH
BILLING RATES EFFECTIVE JANUARY 1, 2013

Engineering

Engineering Technician	\$80
Associate Technician	90
Senior Technician	100
Designer	120
Senior Designer	135
Junior Engineer	100
Assistant Engineer	120
Associate Engineer	140
Senior I Engineer	155
Senior II Engineer	165
Principal Engineer	185

Geomatics (Surveying & Mapping)

Survey Technician	\$80
Junior Surveyor	100
Assistant Surveyor	120
Associate Surveyor	140
Senior I Surveyor	155
Senior II Surveyor	165
Principal Surveyor	185

One-Man Survey Crew	\$170
Prevailing Wage	190
Two-Man Survey Crew	230
Prevailing Wage	265

Planning

Assistant Planner	105
Associate Planner	125
Senior I Planner	150
Senior II Planner	160
Principal Planner	175

Construction Management

Construction Technician	\$90
Assistant Construction Manager	120
Associate Construction Manager	140
Senior I Construction Manager	155
Senior II Construction Manager	165
Principal Construction Manager	185

Construction Inspector	\$95
Prevailing Wage	120
Senior Construction Inspector	105
Prevailing Wage	125
Chief Inspector/Owner's Representative	115
Prevailing Wage	130

General

Technical/Clerical Support	\$70
Dry Utility Coordinator	120
Special Consultant	200
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Expert Witness/Deposition Rates

Court appearance – flat fee \$3,300/day
 Depositions - \$400/hour including travel time
 Supplementary work – 1.5 times the regular rate

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant	Cost + 15%
Reimbursable Expenses	Cost + 15%

In-house reimbursable expense rates available upon request.

Note: Adjustments to rates are normally made on January 1st, however, Penfield & Smith reserves the right to make adjustments at any time.

