

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 

DATE: September 22, 2014 (CC Meeting of 10/1/14)

SUBJECT: Consider Amendment No. 1 to Agreement for Professional Engineering Services with Tetra Tech, Inc. for the Los Angeles Avenue Median Project – Phase 1

BACKGROUND

In 2002, the City contacted Caltrans to inquire about the State's Context Sensitive Design Solutions (CSDS) that were to address local needs and concerns with regard to design and function of State Highways within local communities. Caltrans subsequently developed Context Sensitive Design Guidelines that allow for construction of raised medians, landscaping, and other aesthetic treatments as a means of improving the aesthetics and controlling traffic on State Highways. On February 16, 2006, in response to a letter from the City, Caltrans expressed their intent to review the City's proposed "Conceptual Design" to construct raised landscaped medians on Los Angeles Avenue.

On August 2, 2006 the City Council approved the selection of Tetra Tech, Inc. as the consulting engineer for the project and authorized the City Manager to execute a professional services agreement. Subsequent Council action authorized services under the agreement for a total cost of \$302,058. Work commenced and over the course of the next few years various concept designs were included in permit applications submitted to Caltrans. There were a number of lane configurations that did not meet Caltrans criteria at the time and work was eventually suspended in 2009.

In March 2014, staff obtained a proposal from Tetra Tech, Inc. to complete the final median design and prepare and obtain an encroachment permit from Caltrans for Phase 1 of the project from the 23 Freeway to just east of Spring Road. On April 2, 2014 the City Council approved an Agreement for Professional Engineering Services with Tetra Tech, Inc. for the Los Angeles Avenue Median Project- Phase 1, in an amount not to exceed \$49,942.

DISCUSSION

Tetra Tech met with Caltrans on August 21, 2014 to review the project plans. Caltrans is requiring additional traffic analysis and associated traffic signal modifications at the Market Place Shopping Center and Miller Parkway intersections. This additional work is outside the scope of work for Tetra Tech included in the current agreement.

Tetra Tech has submitted a proposed Scope of Work Modification and additional fee request for \$16,173 for the additional traffic analysis and signal modifications. Staff has prepared the attached Amendment No. 1 to the Agreement to include the required additional work and increase the total not to exceed amount of the Agreement to \$66,115.

FISCAL IMPACT

Sufficient funds to complete the first phase of the project have been included in the current Fiscal Year 2014/15 Capital Improvement Budget.

STAFF RECOMMENDATION

Approve Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc. in an amount not to exceed \$16,173 and authorize the City Manager to execute the Amendment subject to final language approval by the City Manager.

Attachment – Amendment No. 1 to Agreement for Professional Services

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
TETRA TECH, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR LOS
ANGELES AVENUE RAISED MEDIAN PROJECT NO. 8047
PHASE 1

This Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation in the County of Ventura, State of California, hereinafter referred to as "City" and Tetra Tech, Inc. a professional corporation, hereinafter referred to as "Consultant", is made and entered into this ___ day of _____, 2014.

Whereas, on April 4, 2014, the City and Consultant entered into an Agreement for professional engineering services for the Los Angeles Avenue Raised Median Project No. 8047 Phase 1, for total compensation not to exceed \$49,942 (Agreement); and

Whereas, Additional services are required beyond the Scope of Work included in the Agreement; and

Whereas, the City now desires to add the required additional services and add \$16,173 to the maximum Agreement compensation for a total amount not to exceed \$66,115; and

Whereas, the Consultant submitted a proposal for the required additional services (Exhibit D).

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 professional engineering services, as set forth in Exhibit B and Exhibit D. In the event there is a conflict between the provisions of Exhibit B and Exhibit D, and this Agreement, the language contained in this Agreement shall take precedence.

Compensation for the services to be performed by the Consultant shall be in accordance with Exhibit C, including Tasks 9 and 10 (described in Exhibit B and Exhibit C as optional) and Exhibit D. Compensation shall not exceed the rates or total contract value of sixty-six thousand one hundred fifteen dollars (\$66,115) as stated in Section 5 without a written Amendment to this Agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement."

II. The second paragraph 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 of payment as set forth in Exhibit C and Exhibit D, based upon actual time spent on the above tasks. This amount shall not exceed sixty-six thousand one hundred fifteen dollars (\$66,115) for the total term of this 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

TETRA TECH, INC.

Steven Kueny, City Manager

Molly Mell, P.E., Director of Transportation

Attest:

Maureen Benson, City Clerk

EXHIBIT D



September 10, 2014

Mr. David Klotzle
Assistant City Engineer
City of Moorpark
Public Works Department
799 Moorpark Avenue
Moorpark, CA 93021

Reference: Additional Work Request No. 1 for Los Angeles Avenue Raised Median and Landscaping Project, Phase 1

Dear Mr. Klotzle:

Tetra Tech appreciates the opportunity to submit our request for additional work for the Los Angeles Avenue Raised Median and Landscaping Project, Phase 1. The Caltrans' requirements for the encroachment permit necessitate traffic analysis and traffic signal modification plans not included in the original scope of work.

SCOPE OF SERVICES:

Our Scope of Services for this additional work request is attached as Exhibit "A".

SCHEDULE:

We anticipate permit approval and final construction documents will be completed within six months of notice to proceed. A project schedule will be developed in coordination with the City and Caltrans. Typically Caltrans requires a 60 day review cycle for two reviews prior to granting permit approval.

FEE:

We will complete the additional scope of work for the amount of **\$16,173.00**. Please see the enclosed Price Proposal (Exhibit "C") that outlines the estimated hours per classification to complete each task.

If you have any questions or need additional information, please do not hesitate to contact me at (949) 809-5000.

Sincerely,

A handwritten signature in black ink, appearing to read 'Molly Mell'.

Molly Mell, P.E.
Director of Transportation

City of Moorpark

David Klotzle, Assistant City Engineer

MM/bm

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