

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director



DATE: October 23, 2014 (CC Meeting of 11/05/14)

SUBJECT: Consider Agreement for Professional Engineering Services with AECOM for the Los Angeles Avenue Widening between Moorpark Avenue and Spring Road, Project 8013 and Resolution Amending the Fiscal Year 2014/15 Budget

BACKGROUND

On August 2, 2000, the City Council selected Boyle Engineering Corporation (Boyle) to prepare the design of the Los Angeles Avenue Widening Project between Moorpark Avenue and Spring Road. An agreement was executed in the amount of \$124,000 and included preliminary design, conceptual design alternatives and final design. The agreement was amended several times over the years including:

1. Revise design for Los Angeles Avenue widening: Moorpark Avenue to Spring Road; to add the widening of Spring Road (east side) south of Los Angeles Avenue.
2. Amended to include Project Report (PR) / Project Study Report (PSR) stormwater management plan and related services.
3. Hazardous material initial site assessment and noise study.
4. Widen north side of Los Angeles Avenue at McDonald's and widen east side of Spring Road at Chevron.
5. Los Angeles Avenue/Millard Street traffic signal warrant study.
6. Design changes at northeast and southeast corner of Spring Road and New Los Angeles Avenue.
7. Revision of design plans for Millard Street and update of stormwater data report.

Some of the change orders required additional fund expenditures. The following table details the change in the original Agreement cost.

Task	Original Fee	Change Order	Revised Fee
Preliminary Conceptual Design	\$32,500	\$12,000	\$44,500
Design Alternates	\$5,000	\$0	\$5,000
Final Conceptual Design	\$25,000	\$0	\$25,000
PEER Report	\$4,500	\$27,000	\$31,500
Final Design	\$48,000	\$153,381	\$201,381
Administration	\$7,500	\$37,034	\$44,534
Reimbursable Expenses	\$1,500	\$1,500	\$3,000
Total	\$124,000	\$230,915	\$354,915

In May 2001, the City Council approved the conceptual design for the project. In February 2003, Caltrans determined that it would be necessary for the City Council to seek and obtain approval of a PSR for the project. Boyle was directed to prepare, submit and process the PSR. Staff met with Caltrans and was granted approval to process the project through the encroachment permit process rather than the lengthy PSR process.

Boyle prepared the final design and submitted it to Caltrans for review. At the same time, the City pursued acquisition of the necessary right-of-way to construct the road widening. During this time Boyle was acquired by the engineering firm AECOM Technical Services, Inc. (AECOM). The project was delayed through the Caltrans review process and additional revisions to the project were necessary including an update to the 2006 Caltrans Standards, and the design of soundwalls required by the noise study. On December 16, 2009, City Council approved a new agreement with AECOM in the amount of \$65,458 to perform the required revisions. Progress on the project has been delayed due to the right-of-way acquisition process and \$41,173.08 of the new agreement remains unspent.

DISCUSSION

Supplemental engineering services are required by AECOM to finalize the project plans and specifications for obtaining construction bids. The additional services include updating the project to meet current Caltrans standards last updated in 2010, updating NPDES stormwater requirements, coordinating utility relocations, landscaping and irrigation plans, obtaining Caltrans approval for federal funding, feasibility analysis of adding a center median, and bidding and construction phase services.

AECOM has submitted a proposed Scope of Work for the supplemental engineering services and additional fee required in the amount of \$604,079. Staff has prepared a new Agreement with AECOM (Attachment 1) for the required engineering services which includes the items of work from the 2009 agreement that have not been completed (soundwall design, update to current Caltrans standards and Caltrans permit review process). The 2009 AECOM agreement will be terminated and the \$41,173.08 of remaining funds will be unencumbered and used towards the cost of the new agreement. A separate prior agreement with BJ Palmer and Associates for utility relocation design in the amount of \$14,000 will also be terminated and the entire unspent amount of \$14,000

will be unencumbered and put towards the new agreement with AECOM. The utility relocation design and coordination is now part of the new AECOM agreement. The table below summarizes the project design costs.

Description	Total Amount	Unspent Amount	Project Design Total
Original Boyle Agreement	\$354,915	\$0	\$354,915
2009 AECOM Agreement	\$65,458	\$41,173	\$24,285
BJ Palmer Agreement	\$14,000	\$14,000	\$0
2014 AECOM Agreement	\$604,079	\$0	\$604,079
Total			\$983,279

FISCAL IMPACT

Design of this project is being funded by the Los Angeles Avenue Area of Contribution Fund (2501). A budget amendment (Attachment 2) for an increase of \$547,177.99 is required for the new AECOM agreement since sufficient funds are not included in the current Fiscal Year 2014/15 Capital Improvement Budget for the new agreement. The proposed budget amendment is described in the table below. Sufficient funds exist in Fund 2501 for the proposed budget amendment.

Description	Current FY 2014/15 Budget	Proposed Budget Amendment	Total Amended Budget
Prior FY Carryover	\$ 1,727.93	\$ -	\$ 1,727.93
2009 AECOM Agreement	\$ 41,173.08	\$ -	\$ 41,173.08
BJ Palmer Agreement	\$ 14,000.00	\$ -	\$ 14,000.00
2014 AECOM Agreement	\$ -	\$ 547,177.99	\$ 547,177.99
Total	\$ 56,901.01	\$ 547,177.99	\$ 604,079.00

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Authorize the City Manager to sign a Professional Services Agreement with AECOM in an amount not to exceed \$604,079, subject to final language approval by the City Manager and the City Attorney.
2. Adopt Resolution 2014 - _____ amending the Fiscal Year 2014/15 budget to appropriate \$547,177.99 from L.A. AOC Fund (2501) to fund the subject services.

Attachments:

- 1 – Agreement with AECOM for Professional Services
- 2 – Resolution 2014 - _____

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MOORPARK AND AECOM TECHNICAL SERVICES, INC. FOR
ENGINEERING SERVICES FOR WIDENING OF LOS ANGELES AVENUE BETWEEN
MOORPARK AVENUE AND SPRING ROAD, PROJECT NO. 8013

THIS AGREEMENT, is made and effective as of this _____ day of _____, 20____, between the City of Moorpark, a municipal corporation ("City") and AECOM Technical Services, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for professional engineering services relating to the widening of Los Angeles Avenue between Moorpark Avenue and Spring Road, Project 8013; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated October 23, 2014, which is attached hereto as Exhibit B.

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

1. TERM

The term of this Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide professional engineering services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

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

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit C. Compensation shall not exceed the rates or total contract value of six hundred four thousand seventy-nine dollars (\$604,079) as stated in Section 5, without a written Amendment to the Agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be Brian Balderrama, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided by Consultant on an IRS W-9 form before payments may be made by City to Consultant.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, based upon actual time spent on the above tasks. This amount shall not exceed six hundred four thousand seventy-nine dollars (\$604,079) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services and compensation are authorized, in advance, in a written amendment to this Agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager or the City Manager's designee. If the City disputes any of Consultant's fees or expenses, City shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend, or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to

such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION AND HOLD HARMLESS

Indemnity for professional liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsels' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnity for other than professional liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a

waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

11. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees, or agents of the City except as set forth in this Agreement. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section [Labor Code Section 1735].

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

16. CONFLICT OF INTEREST

Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

17. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: AECOM Technical Services, Inc.
515 Flower Street, Fourth Floor
Los Angeles, CA. 90071
Attention: Stephen Polechronis, Senior Vice President

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

18. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

19. ASSIGNMENT

Consultant shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

20. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

21. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the state of California shall govern the

rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

22. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

24. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

26. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

27. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall

not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

AECOM Technical Services, Inc.

By: _____
Steven Kueny, City Manager

By: _____
Stephen Polechronis
Senior Vice President

Attest:

Maureen Benson, City Clerk

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs

payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants, or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this

Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.



October 23, 2014

Mr. David Klotzle, PE
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

**Subject: City of Moorpark
Los Angeles Avenue Widening Project
Supplemental Engineering Services**

Dear David:

This letter transmits our proposal for the Professional Services for a plans, specifications, and estimate package to issue for construction and bid and design support during construction. The tasks for completing the additional services are detailed in the attached Scope of Work (Exhibit B).

AECOM proposes to provide these services at a cost plus fixed fee bases, utilizing the rates from the Fee Schedule (Exhibit C).

Please review and if acceptable, submit to us the City's amendment to the agreement for our review and signature.

If you have any questions do not hesitate to call. We look forward to continue working with you on this project.

Sincerely,

AECOM Technical Services, Inc.

Pat Wilkerson
for Stephen Polechronis
Senior Vice President

Enclosures: Exhibit B, Scope of Work
Exhibit C, AECOM Fee Estimate and Schedule for Professional Services

This statement was prepared to update the City on the design assessment in order to provide a cost to completion for the Plans, Specifications, and Estimates for Los Angeles Avenue (Route 118) Widening from Moorpark Avenue to Spring Road.

Exhibit B "Scope of Work" of the captioned contract, is included to provide services related to the City's need for consulting engineering services.

SCOPE OF WORK
Supplemental Engineering Services

Task 001 – Project Management

Through Caltrans coordination, the project construction cost is under \$3 million and is an encroachment project. Since the project is over \$1 million, it is going through Caltrans Design Oversight of approval of Plans, Specifications and Estimate. AECOM will conduct (1) project kick off meeting with the Project Development Team, (1) Kick Off Meeting with staff, Conduct weekly status review meetings with City staff, (2) Presentations to City Council or executive staff, and up to (6) in-person meetings with Caltrans staff. AECOM will submit required project documents to Caltrans and obtain the encroachment permit from Caltrans. Weekly status review meetings with the City staff can be via conference call or in-person, based on City preference. The duration of the status review meetings will be based on project deliverables and outstanding items. In-person meetings with Caltrans staff are geared toward over the shoulder and comment review sessions. The project manager will remain in constant contact with Caltrans staff over the course of the project. AECOM will prepare meeting agendas, minutes and presentation material for the meeting shown above.

Task 002 – Temporary Construction Easements (TCE) Refinements for properties and Right of Way data

AECOM will refine the geometric drawing file to meet the 2010 edition of Caltrans standards. Temporary construction easements and proposed right of way lines will be updated while adjusting the current geometric design file will be submitted to the City's ROW services consultant. Up to eight (8) Plat and legal descriptions for new acquisitions are included in this task and will be performed by Benner and Carpenter, Inc. AECOM will prepare an electronic CADD file of the street improvements for the City's ROW services consultant to use. Hours for quality assurance between the City's ROW services consultants and the Plat and Legal work with electronic CADD files that our team will prepare are included.

Task 003 – Aerial Topographic and Ground Survey

A revised aerial photography suitable for compiling a topographic map at a scale of 1"=40', showing 1' contours will be developed. The limits of survey will be from the west side of Moorpark Avenue to 550' east of Spring Road, 50' past curb returns on the side streets, and 150' south of the curb return on Spring Road. The map will identify all street infrastructures, buildings, utilities, trees, roadway, etc., according to standard practice. The aerial survey will be supplemented with ground topography. Ground survey will include spot elevations along the outermost lane line, edge of pavement, flow line, top of curb, and back of walk at 50' intervals to 10'-15' past the existing right of way line. In addition, the survey consultant will dip accessible manholes that are between the outside traffic lane and the right of way. Deliverables will include one set of color contract prints, a color digital ortho photo, and an AutoCADD drawing file.

AECOM

Task 004 – Utility Coordination

Utility companies

Letters will be sent to each utility company known to have utilities in Los Angeles Avenue study area with construction notification information and anticipated construction schedule for the project area. A utility log will be prepared to document outgoing and incoming requests and information, coordination effort, and utility owner contacts.

Verification

Known conflicts shown on plans will be coordinated with impacted utility owner and documented. This task includes up to eight (8) potholes within City right-of-way for utility verification. Pothole depths are not to exceed 4 feet. Fee estimate include cost and time and material for traffic control. The City will need to apply for a permit as Owner.

Relocations

Utility relocation coordination is needed for the affected pole at the northeast corner of Moorpark Avenue and Route 118. Existing utility lines resulting in direct impact to proposed design or requiring adjustments to grade will be shown on the Utility Relocation Plans. Utility Plans will address conflicts, identify high risk utilities, display ownership and proposed location with hours for plan development shown in task 005.

Task 005 – Update Roadway Plans

AECOM will update the Roadway Plans shown below to adhere to the 2010 edition of Caltrans standard Plans. Plans will be prepared at a scale of 1" = 40' or larger as necessary.

Drawings	No. Sheets
Title Sheet	1
General Notes	1
Typical Cross Sections	2
Intersection/Construction Details	3
Demolition Plans	2
Plan and Profile Sheets	3



Drainage Plans, Details, and Quantities	5
Existing Utility Plans	2
Utility Relocation Plans	4
Construction Area Signs	1
Construction Staging and Traffic Handling Plans	8
Pavement Delineation and Signing Plans	3
Temporary Water Pollution Control Layouts and Details	3
Erosion Control Plans	2
Landscape and Irrigation Plans (1" = 20") and Details	7
Highway/ Street Lighting Plans and Details	4
Traffic Signal Plans and Details	7
Soundwall and Retaining Wall Plans and details	9
Total	67

Due to the extensive consultation on geometrics by the City with Caltrans staff, we anticipate that there will not be a need for the 35% plan submittal. AECOM will make plans submittals at the 65%, 90% and 100% completion levels.



Task 006 – Update Roadway Specifications

AECOM will prepare project-specific Special Provisions in accordance with the Caltrans 2010 standards and federally funded project requirements for all roadway items of work shown in task 005. A list of contract items with item descriptions, item numbers, and units of pay, will be included in the special provisions.

Task 007 – Update Roadway Cost Estimate

AECOM will prepare an Engineer's Opinion of Probable Cost for roadway items of work shown on task 005, based on detailed quantity takeoffs and current unit prices. Quantities for contract items, including cost of lump-sum items, will be substantiated by calculations. Quantity calculations will be neat and orderly and will show sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers. Quantity calculations will be independently checked for accuracy.

Task 008 – Caltrans E76 Approval

AECOM will submit 100% plans, specifications and estimate and fill out all necessary forms to complete the Caltrans E76 approval process for federal funds on behalf of the City. Task will include coordination hours with Caltrans during the approval process. Associated fees for Caltrans review and approval for this task to be paid directly by the City if contingency costs go over the \$5,000.00 amount allocated for this task.

Task 009 – SWPPP / NPDES Permit

Per new NPDES permit guidelines a Storm Water Data report is required. In addition, AECOM will revise the Drainage Report per the Ventura County Design Hydrology Manual, updated December 2010. AECOM will prepare a SWPPP which will include four (4) Water Pollution Control Plan Sheets and process paperwork through the Regional Water Quality Control Board. Water Pollution Control specifications will be compiled and included in the Special Provisions.

Monitoring and updating the SWPPP during construction will be done by others.

Task 010 – Landscape and Irrigation Design

AECOM will perform design services to prepare plans, specifications and opinion of construction cost for landscape Improvements in conformance with current City landscaping and irrigation guidelines at the following locations:

- a. Los Angeles Avenue north parkway from approximate Station 91+20 to Station 98+90.
- b. Los Angeles Avenue south parkway from approximate Station 107+75 to Station 110+70.
- c. Spring Road east parkway from Chevron gas station to the 7 Eleven Driveway.

Budget includes attending two (2) meetings and preparation of six (6) plan sheets at 1"=20' Scale. Scope assumes that existing private property irrigations can be cut back and capped, and the new parkway irrigation system will be City maintained.

AECOM

Task 011 – Highway/ Street Lighting

The AECOM approach will include the following elements:

Phase 1 – Photometric Lighting Analysis

- Based on as-built plans obtained from the project team of the existing lighting system along Los Angeles Avenue from Moorpark Avenue to just east of Spring Road, a site investigation will be conducted to confirm as-built plans and identify existing light pole types, luminaire arms, fixture mounting and wattage.
- Coordinate with Caltrans that lighting type (HPS or LED) for a local highway will be the decision of the local agency.
- Conduct a photometric lighting analysis of the corridor to meet the minimum average foot candle and uniformity ratio requirements. The lighting analysis design will try to minimize the impact to existing light fixtures that are not impacted by the proposed roadway improvements.
- Submit photometric lighting analysis to the City for their review.
- Revise and resubmit photometric lighting analysis based on City review comments for City concurrence.

Phase 2 – Plans, Specifications and Estimate

- Prepare the lighting plans based on photometric lighting analysis prepared in Phase 1.
- Coordinate with utility service planner of new service installation requirements and submit all necessary service application form, load calculation and the proposed service pedestal location plan.
- Electrical service to street lighting, traffic/signal and irrigation systems (if required) will be provided.
- Submit 65%, 90% and 100% PS&E. Incorporate City comments from each submittal.

Assumptions

- Existing SCE poles are in compliance with the latest standards.
- Caltrans will allow HPS lighting for highway lighting.
- Lighting analysis will assume that the existing and proposed lights will be HPS.
- Light pole pattern will be staggered.
- Proposed lights will be SCE poles.
- LED type lighting will not be considered.
- No temporary lighting plans will be required.
- Construction and bid support will be handled under a separate contract.



Task 012 – Traffic Signal Design

The Scope of Work for traffic signal design shall consist of the following:

1. Research and investigation of existing As Built plans, field conditions and coordination with other portions of the project.
2. Preparation of traffic signal plans per Caltrans 2010 standards and specifications for the intersections of:
 - a. SR118 at Moorpark Ave.
 - b. SR118 at Millard St. (2004 Traffic Signal Warrants and Operation Report)
 - c. SR 118 at Spring St.
3. Two coordination meetings
4. Preparation of technical specifications
5. Construction quantity and cost estimate
6. Plan and specification submittals at 65%, 90% and 100%

A. The Scope of Work does not include the following:

1. Electric power service
2. Traffic signal interconnect
3. Traffic signal timing of any kind
4. Support during construction
5. Traffic signal analysis – (Level of Service, traffic volume analysis, etc.)
6. Utility investigation (underground and overhead utility investigation)
7. Exhibits
8. Meetings other than those mentioned in scope of work for street lighting design.

B. Height and voltages of overhead conductors, including electric power, cable TV, telephone, etc. shall be determined by AECOM.

Task 013 – Soundwall and Retaining Wall Design

The Environmental Document for the project site requires the construction of Soundwall 1A (10' high and 187' long) in front of the Regal Apartments located south of Los Angeles Avenue, Soundwall 4 (8' high and 121' long), north of Los Angeles Avenue and West of Flory Avenue and walls 2 (6' high and 74' long), and 3 (6' high and 176' long), for the inbuilt section east of new development. The soundwall will be based on Caltrans 2010 standards for masonry block soundwall with spread footing. (Standard aesthetic treatment will be included.)

Using the latest Seismic Design and Selection of Standard Retaining Walls criteria from Caltrans, a standard retaining wall design for the project is not applicable. The Structure Design for retaining walls will be a special design.

Unchecked Details

AECOM will develop layout information and structural design of necessary retaining walls on the project. Layout sheets, elevations and details will be provided. Special designed cantilevered concrete retaining walls with handrails will be used. If needed, AECOM will provide architectural treatment for the walls limited to using standard form liner and simple reveals.



Deliverables: Unchecked Retaining Wall Plans
Draft Foundation Report

Initial PS&E

AECOM will address review comments from previous submittal. Details will be refined to incorporate review comments and/or design modifications. AECOM will perform independent check of the refined details. Structure Special Provisions will be drafted. Marginal cost estimate will be provided and independently checked.

Deliverables: Retaining Wall Plans
Design Calculations
Check Calculations
Structure Special Provisions
Marginal Cost Estimate & Summary Sheets
Design & Check Quantity Calculations

Final PS&E

AECOM will address review comments from previous submittals. Details will be refined to incorporate review comments and/or design modifications. AECOM will update design and check calculations. Structure Special Provisions and marginal cost estimate will be finalized.

Deliverables: Retaining Wall Plans
Design Calculations
Check Calculations
Structure Special Provisions
Marginal Cost Estimate & Summary Sheets
Design & Check Quantity Calculations

Task 014 – Bidding and Negotiations

AECOM will assist the City on responding to RFIs during bidding phase of the Project. Task includes attendance and participation at the pre-bid conference for construction.

Task 015 – Design Support During Construction

AECOM will assist City with civil related design changes through RFIs or new design changes approved by the City during construction. AECOM will continue to review RFIs and submittals related to civil works during the construction phase.

Fee estimate not to exceed \$38,000 for this task.

Task 016 – Americans with Disabilities Act Funding

Caltrans must ensure that each new construction or rehabilitation project involves pedestrian facilities as part of that project. ADA-required work accomplished as part of this project is Caltrans' responsibility under federal and State ADA laws and regulations and does not count toward fulfillment of the annual commitment. AECOM



will create separate exhibits and cost estimates to target additional project funding through the Annual Commitment from the State Highway Operation and Protection Program. All work will be in parallel with design work and will not delay the project schedule.

Task 017 – Design Feasibility

As first order of work, AECOM will look into the design feasibility for constructing a raised center median within the study area. Task hours include a design standard risk assessment, added construction cost and right of way impacts, preliminary sketches for Public Works approval and timeline for design approval.

At the same time, AECOM will study the feasibility of widening the intersection of Moorpark Avenue and Los Angeles Avenue to accommodate and dual left turn lane onto southbound Moorpark Avenue. Task hours include a design standard risk assessment, added construction cost and right of way impacts, preliminary sketches and timeline for design approval.

Optional Work

PS&E Design work for raised center median will consist of Caltrans coordination for approval of design exceptions due to proposed work. Additional ground survey shall be provided to capture the existing median paint and through traffic lane line. The following disciplines would be responsible for advancing PS&E design for Caltrans approval: Civil, Drainage, Landscaping, Irrigation, Utility, and Traffic Signal. Hours provided also include time to update temporary construction easements, proposed right of way lines, and plat and legal maps.

Once the widening the intersection of Moorpark Avenue and Los Angeles Avenue to accommodate and dual left turn lane onto southbound Moorpark Avenue is determined feasible and optional work is approved by the City, AECOM will advance the PS&E design. Task hours include revising any environmental documents for design revision consistency, modification of the traffic signal analysis and plans and updating all discipline PS&E levels to reflect the new design configuration. Hours provided also include time to update temporary construction easements, proposed right of way lines, and plat and legal maps that were not previously impacted by the current design.

Task Assumptions **Supplemental Engineering Services**

The City will provide Right of Way services such as acquisitions and minimum value estimates. September 2010 plan set for the Route 118 plans from Moorpark Avenue to 0.08 miles East of Spring Road incorporate the latest as-built improvements that occurred after 2002 and were not reflected on previous design topography and plans.

Geotechnical data submitted to the City by Fugro West Inc. submitted in 2010, will be used as reference for laboratory data and the associated exploration location maps, summary of soil and groundwater conditions, geotechnical recommendations, seismic setting and potential geohazards, and earthwork and excavation recommendations. No additional report is included in the attached scope of work or fee estimate.



Ground survey does not include underground utility search or data between the outside lane lines. Ground survey is for proposed improvements will extend ten to fifteen feet beyond the existing right of way as shown in the project plans dated September 10, 2010.

The City's ROW services consultant is responsible for providing AECOM with title reports needed for each for new acquisition.

Consistent with the professional standard of care, and unless specifically provided herein, AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

Any Opinion of the Construction Cost prepared by AECOM represents its judgment as a design professional and is supplied for the general guidance of City. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. AECOM shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. AECOM shall not have the authority to stop or reject the work of the construction contractor.

City will include in the general conditions of any construction contract, language which states that the construction contractor is required to hold harmless and defend the City, AECOM, and their agents, employees and consultants, from all suits and actions.

Fee estimate for landscape and irrigation work is for study areas showing in task 010 in the scope of work. Fee does not include and landscape or irrigation work within the medians.

Time scheduled is based on all proposed tasks being covered under the existing environmental document for the Study area. Additional time and expenses for Caltrans coordination/ approval for environmental document changes are not included in this fee estimate.

TIME SCHEDULE
Supplemental Engineering Services

After the City's Notice to Proceed, the final design will commence. The final design tasks will require an eighth month period for Caltrans preliminary engineering E-76 approval. AECOM will provide monthly updates to schedule of task completion with dates for submittals of deliverables.

AECOM

FEES AND PAYMENT
Supplemental Engineering Services

I. FEES

- A. City shall compensate AECOM as described in the Task Cost Report labeled Supplemental Engineering Services in an amount not to exceed \$604,079.

A copy of the hourly rate schedule and fee estimate is attached as **Exhibit C**.

II. PAYMENTS

- A. Agency will make payments to AECOM as follows:

Progress payments will be made monthly on presentation of an invoice showing personnel time records for work actually completed at the rates shown in **Exhibit C**.

EXTENSION OF CONTRACT TIME
Supplemental Engineering Services

The time of completion of this agreement is hereby extended to July 15, 2016.

AECOM

**Los Angeles Avenue (Route 118) Widening
Moorpark Avenue to Spring Road**

Exhibit B

ID	Task Name	Duration	Start	Finish	2015							2016																
					o	e	Jan	e	Mar	Apr	a	Jun	Jul	u	e	Oct	o	e	Jan	e	Mar	Apr	a	Jun	Jul	u		
1	Notice to Proceed	1 day	Thu 11/20/14	Thu 11/20/14																								
2	1.0 Project Management	432 days	Thu 11/20/14	Fri 7/15/16	[Gantt bar from 11/20/14 to 7/15/16]																							
3	Project Kick-off	1 day	Fri 11/21/14	Fri 11/21/14																								
4	Project Initiation, Planning and Management	432 days	Thu 11/20/14	Fri 7/15/16	[Gantt bar from 11/20/14 to 7/15/16]																							
5	Task Work Plan	10 days	Fri 11/21/14	Thu 12/4/14																								
6	2.0 Temporary Construction Easement (TCE) Refinements for properties and Right of Way data	61 days	Tue 3/17/15	Tue 6/9/15																								
7	Update Temporary Construction Easements	5 days	Tue 3/17/15	Mon 3/23/15																								
8	Update proposed Right of Way Lines	5 days	Tue 3/17/15	Mon 3/23/15																								
9	Plat and Legal Descriptions for Property Acquisitions	20 days	Wed 5/13/15	Tue 6/9/15																								
10	3.0 Aerial Topography and Ground Survey	35 days	Mon 11/24/14	Fri 1/9/15																								
11	Update Aerial Topography	20 days	Mon 11/24/14	Fri 12/19/14																								
12	Ground Survey	15 days	Mon 12/22/14	Fri 1/9/15																								
13	4.0 Utility Coordination	101 days	Mon 11/24/14	Mon 4/13/15																								
14	Utility Information Request letters and Information Tracking	23 days	Mon 11/24/14	Wed 12/24/14																								
15	Update Existing Utility Base Files	10 days	Thu 12/25/14	Wed 1/7/15																								
16	Utility Potholing	20 days	Tue 3/17/15	Mon 4/13/15																								
17	Proposed Utility Relocation Coordination	20 days	Mon 1/12/15	Fri 2/6/15																								
18	5.0 Update Roadway Plans	123 days	Mon 1/12/15	Wed 7/1/15																								
19	Prepare 65% Submittal	20 days	Mon 1/12/15	Fri 2/6/15																								
20	65% Submittal	1 day	Mon 2/9/15	Mon 2/9/15																								
21	City and Caltrans Review Period	25 days	Tue 2/10/15	Mon 3/16/15																								
22	Prepare 90% Submittal	15 days	Tue 3/17/15	Mon 4/6/15																								
23	90% Submittal	1 day	Tue 4/7/15	Tue 4/7/15																								
24	City and Caltrans Review Period	25 days	Wed 4/8/15	Tue 5/12/15																								
25	Prepare 100% Submittal	15 days	Wed 5/13/15	Tue 6/2/15																								
26	100% Submittal	1 day	Wed 6/3/15	Wed 6/3/15																								
27	City and Caltrans Plan Approval Coordination	20 days	Thu 6/4/15	Wed 7/1/15																								
28	6.0 Update Roadway Specifications	102 days	Mon 1/12/15	Tue 6/2/15																								
29	65% Submittal Prep	20 days	Mon 1/12/15	Fri 2/6/15																								
30	90% Submittal Prep	15 days	Tue 3/17/15	Mon 4/6/15																								
31	100% Submittal Prep	15 days	Wed 5/13/15	Tue 6/2/15																								
32	7.0 Update Roadway Cost Estimate	102 days	Mon 1/12/15	Tue 6/2/15																								
33	65% Submittal Prep	20 days	Mon 1/12/15	Fri 2/6/15																								
34	90% Submittal Prep	15 days	Tue 3/17/15	Mon 4/6/15																								
35	100% Submittal Prep	15 days	Wed 5/13/15	Tue 6/2/15																								
36	8.0 Caltrans E76 Approval	16 days	Thu 7/2/15	Thu 7/23/15																								
37	Complete Forms For E76 Approval	5 days	Thu 7/2/15	Wed 7/8/15																								
38	Caltrans Coordination	10 days	Thu 7/9/15	Wed 7/22/15																								
39	E76 Approval	1 day	Thu 7/23/15	Thu 7/23/15																								
40	9.0 SWPPP/ NPDES Permit	131 days	Mon 1/12/15	Mon 7/13/15																								
41	Prepare Drainage Plans, Specifications and Estimate	102 days	Mon 1/12/15	Tue 6/2/15																								
42	Prepare Drainage Reports (Hydrology and SWDR)	102 days	Mon 1/12/15	Tue 6/2/15																								
43	Temporary Water Pollution Control and Erosion Control Plan Prep	102 days	Mon 1/12/15	Tue 6/2/15																								

PS&E through Construction Support	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

Los Angeles Avenue (Route 118) Widening

EXHIBIT C

City of Moorpark														AECOM TEAM				
Tasks / Deliverables	AECOM Direct Labor Rate (Hourly Rate)	\$325.00	\$235.00	\$240.00	\$200.00	\$125.00	\$90.00	\$235.00	\$200.00	\$125.00	\$120.00	\$150.00	Summary		AECOM Total Hours	Team Total Cost		
	Staff Name	Pet Nicholson	Richard Siloa	Brian Balderrama	Nadila D' Peraschi-Tigo	Mike Tammen	Andy Dayal / Francisco Alvarado	Bob Matthews	David Yoo	James Suk	Jade Wang	Seth Teora	AECOM	AECOM ODC	Sub Consultant	Subconsultant ODC		
1.0 Project Management		2	3	129	0	104	16	0	16	0	0	0	\$40,715	\$2,800	\$0	\$0	269	\$52,515
Meeting Prep and Record Keeping				40		40							\$14,600				80	\$14,600
Stakeholder and Coordination Meetings (6)			3	48		48	8		16				\$22,145	\$2,000			123	\$24,145
Presentations to City Council (2)				16		16	8						\$6,560	\$600			40	\$7,160
Task Work Plan		1		8									\$2,245				9	\$2,245
Project Administration		1		16									\$4,165	200			17	\$4,365
2.0 Temporary Construction Easements (TCE) Refinements for properties and Right of Way data		0	0	6	0	2	0	0	0	0	0	12	\$6,490	\$0	\$6,000	\$0	40	\$12,490
Update Temporary Construction Easements						2						16	\$2,650				18	\$2,650
Update proposed Right-of-Way Lines												16	\$2,400				16	\$2,400
Plat and Legal Descriptions for Property Acquisitions (8)				8									\$1,440		\$5,000		6	\$7,440
3.0 Aerial Topography and Ground Survey		0	0	0	2	2	0	0	0	0	0	5	\$1,650	\$0	\$21,400	\$7,500	12	\$30,750
Update Aerial Topography					2	1							\$525		\$14,000	\$7,500	3	\$22,025
Ground Survey						1						8	\$1,325		\$7,400		0	\$8,725
4.0 Utility Coordination		0	0	12	4	12	108	0	0	0	0	28	\$19,100	\$0	\$15,300	\$0	164	\$34,400
Utility Information Request Letters and Information Tracking				2		4	48						\$5,300				54	\$5,300
Update Existing Utility Base Files				2		6	60						\$6,880				70	\$6,880
Utility Poleholing (8)												8	\$1,200		\$15,300		6	\$16,500
Proposed Utility Relocation Coordination				8	4							20	\$5,720				32	\$5,720
5.0 Update Roadway Plans		0	5.5	34	16	320	428	0	0	0	0	0	\$91,173	\$0	\$0	\$0	803.5	\$91,173
Title Sheet			0.5	2		8	16						\$3,038				26.5	\$3,038
General Notes			0.5	2		8	16						\$3,038				26.5	\$3,038
Typical Cross Sections			0.5	2		16	38						\$5,838				54.5	\$5,838
Intersection/Construction Details			0.5	4	6	80	24						\$14,438				114.5	\$14,438
Demolition Plans			0.5	4	6	16	40						\$7,878				68.5	\$7,878
Plan and Profile Sheets			0.5	4	4	88	16						\$14,318				112.5	\$14,318
Existing Utility Plans			0.5	3		4	12						\$2,418				19.5	\$2,418
Utility Relocation Plans			0.5	3		16	60						\$8,238				79.5	\$8,238
Construction Area Signs			0.5	2		24	8						\$4,318				34.5	\$4,318
Construction Staging and Traffic Handling Plans			0.5	4		40	120						\$16,878				164.5	\$16,878
Pavement Delineation and Signing Plans			0.5	4		20	80						\$10,778				104.5	\$10,778
6.0 Update Roadway Specifications		0	3	180	0	14	0	0	0	0	0	0	\$45,655	\$1,050	\$0	\$0	197	\$46,705
65% Submittal Specifications			1	80		8							\$20,185	300			87	\$20,485
90% Submittal Specifications			1	60		4							\$15,135	350			65	\$15,485
100% Submittal Specifications			1	40		4							\$10,335	400			45	\$10,735
7.0 Update Roadway Cost Estimate		0	3	12	12	100	0	0	0	0	0	0	\$18,485	\$150	\$0	\$0	127	\$18,635
65% Submittal Cost Estimate			1	4	4	30							\$5,745	40			39	\$5,785
90% Submittal Cost Estimate			1	4	4	30							\$5,745	50			39	\$5,795
100% Submittal Cost Estimate			1	4	4	40							\$6,995	60			49	\$7,055
8.0 Caltrans E76 Approval		0	1	8	8	0	0	0	0	0	100		\$18,755	\$5,000	\$0	\$0	117	\$23,755
Approval Coordination and application			1	8	8						100		\$18,755				117	\$18,755
Caltrans E76 Approval Fees													\$0	\$5,000			0	\$5,000
9.0 SWPPP / NPDES Permit		0	5	0	295	0	0	0	0	0	0	0	\$60,375	\$3,000	\$0	\$0	301	\$63,375
Drainage Plans, Profiles and Details			1		68								\$13,835				69	\$13,835
Drainage Quantities & Cost Estimate			1		8								\$1,835				9	\$1,835
Drainage Report			1		58								\$11,435				57	\$11,435
Prepare SWDR					78								\$15,600				78	\$15,600
Prepare SWPPP Manual			1		40								\$8,235	\$3,000			41	\$11,235
Temporary Water Pollution Control and Erosion Control Plans and Approval			1		46								\$8,435				47	\$9,435

Los Angeles Avenue (Route 118) Widening

EXHIBIT C

City of Moorpark														Summary				AECOM TEAM	
Tasks / Deliverables	AECOM Direct Labor Rate (Hourly Rate)	\$325.00	\$235.00	\$240.00	\$200.00	\$125.00	\$90.00	\$235.00	\$200.00	\$125.00	\$120.00	\$150.00							
Staff Name	Pat Nicholson	Richard Sloce	Brian Balderama	Nadia D' Faraachi-Tigo	Mike Tammen	Andy Dayal / Francisco Alvarado	Bob Matthews	David Yeo	James Suk	Jade Wang	Seth Teora	AECOM	AECOM ODC	Sub Consultant	Subconsultant ODC	AECOM Total Hours	Team Total Cost		
10.0 Landscape and Irrigation Design	0	0	12	8	8	0	0	0	0	0	0	\$5,480	\$0	\$28,355	\$1,200	28	\$35,035		
Meetings and Coordination			4									\$960		\$9,415		4	\$9,375		
Landscape and Irrigation Plans and Details			2	8	8							\$3,080		\$16,480	\$1,200	18	\$20,760		
Landscape and Irrigation Specifications			2									\$480		\$2,240		2	\$2,720		
Landscape and Irrigation Cost Estimate			4									\$960		\$1,220		4	\$2,180		
11.0 Highway/ Street Lighting	0	2	6	4	6	0	0	0	0	0	0	\$3,460	\$0	\$17,095	\$335	18	\$20,890		
Phase I - Photometric Lighting Analysis			2	2	2							\$730		\$6,752	\$132	4	\$7,614		
Phase II - PS&E work		2	4	4	4							\$2,730		\$10,343	\$203	14	\$13,276		
12.0 Traffic Signal	0	0	12	8	8	0	0	0	0	0	0	\$5,480	\$0	\$22,640	\$453	38	\$28,573		
Research & Site Investigation												\$0		\$390		0	\$360		
Traffic Signal Plans			4	8	8							\$3,560		\$18,880	\$453	20	\$22,693		
Traffic Signal Specifications			4									\$960		\$2,600		4	\$3,560		
Traffic Signal Quantities & Cost Estimate			4									\$880		\$1,000		4	\$1,960		
13.0 Soundwall and Retaining Wall Design	0	0	0	20	0	0	25	97	82	106	0	\$52,245	\$0	\$0	\$0	330	\$52,245		
Unchecked Details				20				11	19	39	61	\$22,580				150	\$22,580		
Initial PS&E								10	54	26	20	\$18,800				110	\$18,800		
Final PS&E								4	24	17	25	\$10,865				70	\$10,865		
14.0 Bidding and Negotiations	0	0	20	16	56	3	0	5	4	3	51	\$25,230	\$2,000	\$3,724	\$0	163	\$30,954		
Pre-Bid Conference Meeting and Preparation			4		16	8		5	4	3	17	\$8,080	\$2,000			57	\$10,080		
Address RFIs for City			16	16	40							\$34		\$3,724		106	\$20,864		
15.0 Design Support During Construction	0	0	36	0	78	0	0	27	28	0	36	\$32,690	\$0	\$6,863	\$0	205	\$39,553		
Construction Design support for civil related design changes			36		78			27	28		36	\$32,690		\$6,863		205	\$39,553		
16.0 Americans with Disabilities Act Funding	0	0	26	0	40	0	40	0	0	0	0	\$9,840	\$0	\$0	\$0	66	\$9,840		
Cost Estimate and Exhibit Prep, Caltrans coordination			26		40		40					\$9,840				66	\$9,840		
17.0 Design Feasibility	0	0	12	0	26	30	2	0	0	0	0	\$0,550	\$0	\$0	\$0	72	\$9,550		
Raised Center Median			8		18	18						\$5,790				44	\$5,790		
Dual Left turn onto SB Moorpark Avenue			4		10	12	2					\$3,760				28	\$3,760		
Optional Work	0	8	44	36	250	232	40	40	0	0	102	\$104,470	\$400	\$77,200	\$3,000	752	\$185,970		
Raised Center Median																			
Caltrans Coordination			4		12	12						\$3,540	\$50			28	\$3,590		
Ground Survey					4							\$500		\$4,000			\$4,500		
Plans, Specifications and Estimate			1	8	20	80	80	40			40	\$37,355	\$150	\$14,000			\$51,505		
Caltrans Non-Standard Fact Sheets			2	16	80	40	40				40	\$23,910	\$200				\$24,110		
Right of Way Mapping and Plat and Legal Revisions			2		6	12					6	\$3,210		\$4,000	\$1,000		\$8,210		
Dual Left turn onto SB Moorpark Avenue																			
Traffic Analysis			1	2				40				\$10,115		\$2,000			\$12,115		
Environmental Updates/ Coordination			2	8	24						16	\$7,790		\$46,000	\$2,400		\$56,190		
Plans, Specifications and Estimate			2	4	16	40	80					\$16,830		\$5,000			\$22,830		
Right of Way Mapping and Plat and Legal Revisions					4	8						\$1,220		\$1,200	\$500		\$2,920		
Total Hours	2	22.5	504	384	798	630	27	145	114	109	255	2940.5				2940.5			
Subtotal Labor + Overhead	\$ 650	\$ 5,288	\$ 120,960	\$ 78,300	\$ 92,250	\$ 56,700	\$ 6,345	\$ 29,000	\$ 14,250	\$ 13,080	\$ 38,250	\$455,573		\$121,377			\$ 455,573		
0.03 Subconsultant Fee (3%)	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$3,641			\$3,641		
Other Direct Costs	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,000	\$0	\$9,488		\$23,488		
TOTAL COMPANY COSTS	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$455,573	\$14,000	\$125,018	\$9,488		\$604,079		

Los Angeles Avenue (Route 118) Widening

City of Moorpark

AECOM Engineering:

<u>CLASSIFICATION</u>	<u>HOURLY BILL RATE</u>
Principal-in-charge	\$325
Project Manager	\$240
Technical Leader II	\$235
Technical Leader	\$200
Project Engineer II	\$180
Project Engineer I	\$160
Engineer IV	\$150
Engineer III	\$125
Engineer II	\$105
Engineer I	\$90
Senior CADD Operator	\$120
CADD Operator	\$80
Administrative Assistant	\$70
Intern	\$45
Milage	\$ 0.56/mile

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2014/15 BUDGET TO APPROPRIATE FUNDS FROM LA AOC FUND (2501) FOR PROFESSIONAL ENGINEERING SERVICES FOR THE LOS ANGELES AVENUE WIDENING BETWEEN MOORPARK AVENUE AND SPRING ROAD, PROJECT 8013

WHEREAS, on June 18, 2014, the City Council adopted the Operating and Capital Improvements Projects budget for Fiscal Year 2014/2015; and

WHEREAS, a staff report has been presented to the City Council describing the need for engineering services and requesting a budget adjustment to appropriate \$547,177.99 from LA AOC Fund (2501); and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and its resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That a budget amendment in the aggregate increase of \$547,177.99 as more particularly described in Exhibit "A", is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 5th day of November, 2014.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit 'A': Appropriation and Budget Detail

EXHIBIT "A"

**BUDGET AMENDMENT FOR
LA AOC FUND (2501)
TO APPROPRIATE FUNDING FOR PROFESSIONAL ENGINEERING
SERVICES FOR LOS ANGELES AVENUE WIDENING BETWEEN
MOORPARK AVENUE AND SPRING ROAD PROJECT 8013
FY 2014-2015**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
LA AOC	2501-5500	\$ 547,177.99
Total		\$ 547,177.99

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget*	Revision	Amended Budget
2501.8310.8013.9601	\$ 56,901.01	\$ 547,177.99	\$ 604,079.00
2501.8310.8013.9610	\$ 1,154,757.34		\$ 1,154,757.34
2501.8310.8013.9640	\$ 329,500.00		\$ 329,500.00
2501.8310.8013.9650	\$ 93,534.00		\$ 93,534.00
2501.8310.8013.9820	\$ (1,560.00)		\$ (1,560.00)
2604.8310.8013.9640	\$ 796,770.00		\$ 796,770.00
Total	\$ 2,429,902.35	\$ 547,177.99	\$ 2,977,080.34

* Reflects the FY 13/14 roll-over of remaining project appropriations.

Finance Approval: 