

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 

DATE: February 20, 2015 (CC Meeting of 3/4/15)

SUBJECT: Consider Amendment No. 1 to Agreement with Filippin Engineering for Construction Management and Inspection Services for the Widening of Los Angeles Avenue Between Maureen Lane and Leta Yancy Road (Project 8058)

DISCUSSION

On July 17, 2013, the City Council authorized the City Manager to award a consultant agreement (Agreement) for construction management, inspection and material testing services for the subject project to Filippin Engineering (Filippin) in an amount not to exceed \$135,462.00. The Agreement was fully executed on September 13, 2013.

Construction of the project has been delayed due to the requirement to obtain an updated encroachment permit from Caltrans. Filippin provided additional engineering services beyond the original scope of work of their Agreement to assist the City with obtaining the Caltrans permit. The cost of the additional engineering services is \$42,642.07. Filippin has requested to apply their current 2015 billing rates to their original 2013 scope of work, resulting in an increase of \$25,488.00. The attached amendment to the Agreement is recommended to increase the amount of the Agreement by \$70,000.00 for a total not-to-exceed amount of \$205,462.00. The amendment also includes a correction to the Agreement to use Filippin's full name, Filippin Engineering, Inc.

The City has obtained the Caltrans permit, and on February 18, 2018, the City Council awarded an agreement for construction of the project to Griffith Company. Construction is expected to begin in March 2015, and be completed by the end of August 2015.

FISCAL IMPACT

The total increase in fees for this Amendment is \$70,000.00 which is available in the FY 2014/15 Budget for the project; therefore a budget amendment is not required.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 1 to the Agreement with Filippin Engineering for Construction Management and Inspection Services for the Widening of Los Angeles Avenue Between Maureen Lane and Leta Yancy Road (Project 8058), subject to final language approval by the City Manager and City Attorney

Attachment:

Amendment No. 1

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
FILIPPIN ENGINEERING FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR STATE HIGHWAY 118 (LOS ANGELES AVENUE) WIDENING FROM
MAUREEN LANE TO LETA YANCY ROAD PROJECT 8058

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 Filippin Engineering, a professional corporation, hereinafter referred to as "Consultant", is made and entered into this ____ day of _____, 2015.

Whereas, on September 13, 2013, the City and Consultant entered into an Agreement for construction management and inspection services for the Los Angeles Avenue Widening from Maureen Lane to Leta Yancy Road, Project No. 8058, for total compensation not to exceed \$135,462 (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 \$70,000 to the maximum Agreement compensation for a total amount not to exceed \$205,462; and

Whereas, the Consultant submitted a proposal dated February 17, 2015 with a Scope of Work and fee (Exhibit C) for the required additional services; and

Whereas, the Agreement does not use the full name of Consultant, Fillipin Engineering, Inc.

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

- I. Section 2, Scope of Services, of the Agreement is amended to read, in its entirety, as follows:

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

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

Compensation for the services to be performed by the Consultant shall be in accordance with Exhibit B and Exhibit C. Compensation shall not exceed the rates or

total contract value of two hundred five thousand four hundred sixty-two dollars (\$205,462) 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 B and Exhibit C, based upon actual time spent on the above tasks. This amount shall not exceed two hundred five thousand four hundred sixty-two dollars (\$205,462) for the total term of this Agreement unless additional payment is approved as provided in this Agreement.”

III. Consultant Name

The Agreement is amended to use Consultant’s full name, Filippin Engineering, Inc.

IV. 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

FILIPPIN ENGINEERING

Steven Kueny, City Manager

Gino P. Filippin, President

Attest:

Maureen Benson, City Clerk

EXHIBIT C



February 23, 2015

LA Avenue Road Widening; FE No: 131601

City of Moorpark
Public Works Department
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Dave Klotzle, P.E.
City Engineer/Public Works Director

SUBJECT: REQUEST FOR ADDITIONAL AUTHORIZATION FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES, STATE HIGHWAY 118 (LOS ANGELES AVENUE) WIDENING FROM MAUREEN LANE TO LETA YANCY ROAD

Dear Mr. Klotzle:

Filippin Engineering, Inc. (FE) is pleased to hear that the City of Moorpark is moving forward with the rebid of the State Highway 118 (Los Angeles Avenue) Widening from Maureen Lane to Leta Yancy Road. As you are aware, in July 2013 FE submitted its proposal for construction management and inspection for the LA Avenue Road Widening Project and was awarded a contract for the work in September 2013.

Subsequently, the start of the project construction work has experienced several delays that ultimately resulted in the City rebidding the project. During the delay period the City asked FE to perform additional services on a time and materials basis to assist in moving the project forward. The following tasks and associated cost to date were performed that were not included in our original scope of services: Costs (to date) associated with those expenditures is also noted:

1. PERFORM FIELD SURVEYS, PREPARE LEGAL DESCRIPTIONS, AND MAP EXHIBITS

FE hired WM Survey, Inc. as a subconsultant to perform surveying, mapping, and legal descriptions for Calleguas Mutual Water District Easement, Caltrans Row Dedication, and Temporary Construction Easement (\$2,325.75, WM Survey).

2. CALTRANS ADL STUDY

FE had Fugro Consultants, Inc., our Materials Testing Subconsultant perform a Caltrans compliant Aerial Deposited Lead Study as extra services to their subconsultant contract. The ADL study included field testing, sampling, and lab analysis for aerial deposited lead (ADL) report and Caltrans acceptance (\$14,120.32, Fugro).

3. CALTRANS PERMIT PLAN REVISIONS

Plan delta revisions to incorporate Caltrans permit requirements into the plan set (\$2,442.00, FE).

4. FE COORDINATION OF EXTRA WORK

FE staff time involved with coordination and management of the extra work (\$8,055.25, FE).

TOTAL EXTRA SERVICES COST: \$26,943.32.

In addition to the extra services FE also had additional staff charges associated with reviewing the contract documents, preparing for two Pre-Construction meetings that were cancelled and coordination time working with Sully-Miller to get them started on the project. FE's total charges to date for this work total \$15,698.75, which combined with the total extra services of \$26,943.32, give a total charged to date to the project of \$42,642.07.



Below is the original fee breakdown from our July 2013 proposal.

70 Working Days TASK	Construction Manager (\$148/hr)	Inspector (\$98/hr)	Estimated Fee
Pre-Construction Phase (1 week)	60 hours	40 hours	\$12,800
Construction Phase (70 days or 14 weeks)	224 hours	560 hours	\$88,032
Post-Construction Phase (1 week)	40 hours	20 hours	\$7,880
Reimbursable Expenses			\$500
Materials Testing (estimated at 2.5% of the engineer's estimate for construction)			\$25,000
FE Sub consultant Markup (5%)			\$1,250
TOTAL FE COSTS (per July 2013 proposal)			\$135,462

Please note that the above fee rates were developed in the last quarter of 2012 and since that time the prevailing wage has increased approx. \$4/hr for public works construction inspectors. In addition other direct and indirect overhead costs have increased as well, in order to comply with State and Federal mandates. Because this project will not begin until the second quarter of 2015, we are requesting the use of our 2015 billing rates. These rates are \$175/hour for our Principal Construction Manager and \$125/hour for our Senior Construction Inspector. Below is FE's revised fee proposal which includes our 2015 rates.

70 WORKING DAYS Task	Construction Manager (\$175/hr)	Inspector (\$125/hr)	Estimated Fee
Pre-Construction Phase (1 week)	60 hours	40 hours	\$15,500
Construction Phase (70 days or 14 weeks)	224 hours	560 hours	\$109,200
Post-Construction Phase (1 week)	40 hours	20 hours	\$9,500
Reimbursable Expenses			\$500
Materials Testing (estimated at 2.5% of the engineer's estimate for construction + 5% sub consultant mark-up)			\$26,250
TOTAL FE COSTS (per February 2015 proposal)			\$160,950

The difference in cost between the July 2013 and this proposal (\$160,950 - \$135,462) is \$25,488, which includes FE's rate escalation from 2012. FE is requesting this amount plus the cost of the upfront unanticipated services and contract services to date in the amount of \$42,642.07, for a total of **\$68,130.07** above the original contract amount of \$135,462. The revised total not-to-exceed amount for Filippin Engineering's services is \$203,592.07.

Please let us know if you have any questions or would like to discuss this request further. I can be reached at 805-451-8935 or you can contact Gino Filippin at 805-729-0041. We appreciate the opportunity to work with you and the City, and we look forward to getting this project completed successfully.

Respectfully,

FILIPPIN ENGINEERING

Kevin Connors, P.E.
Principal Engineer
R.C.E. 43862

