

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director *SL*

BY: Jessica Sandifer, Management Analyst *JS*

DATE: April 15, 2015 (CC Meeting of May 6, 2015)

SUBJECT: Consider Amendment to Agreement with M3 Civil, Inc. for Civil Engineering Services for the Civic Center Pedestrian Access Improvements

BACKGROUND & DISCUSSION

The Civic Center site does not have an improved pedestrian walkway from Moorpark Avenue to the various Civic Center buildings that meets the requirements of the Americans with Disabilities Act (ADA). In addition, the existing bus stop adjacent to the Active Adult Center (AAC) causes congestion for the incoming and outgoing drivers, as the bus takes up an entire drive lane when picking up or dropping off passengers. It is also difficult for drivers to see pedestrians exiting the Community Center and Active Adult Center (AAC) when the bus is waiting for passengers.

In March 2014, the City Council approved an Agreement with M3 Civil, Inc. to design pedestrian access improvements for the Civic Center. These improvements generally include a safe route of travel for pedestrians from Moorpark Avenue to the Civic Center buildings. The route of travel will meet ADA standards and will include a 5' sidewalk along the west side of the access road. Ramps and stairs will be installed as needed, as well as, ADA parking with an accessible route of travel from the parking lot to the Community Center/AAC, removal of the masonry wall around the Community Center/AAC patio, and an improved bus turnout.

During the design stage of the project, staff has identified the need for additional components that were not initially included in the scope of work. Some of these components include the installation of an ADA accessible path of travel from the library parking lot to the library building, design of a vehicular turn around area or drive-through aisle in the existing civic center parking lot, and a drop off location in front of the AAC.

FISCAL IMPACT

The estimated project cost has increased from \$200,000 to \$400,000 based on the current conceptual design. The increase in cost is due to changes in the location of the bus stop, improvements in the Library parking lot and improvements to the adjacent property south of the Library to provide additional parking. Staff has secured a TDA Article 3 grant in the amount of \$100,000 to assist in the design and construction of the project. The remaining \$300,000 is proposed to come from a mix of Traffic System Management funds and TDA Article 8C funds. Once the project is fully designed, staff will return with a more detailed cost estimate and expenditure plan.

M3 Civil, Inc.'s proposal for the pedestrian access improvement project was \$33,500. Staff also budgeted for reimbursable expenses of \$1,000 for a total project budget of \$34,500. The amendment to the Agreement would increase the total contract price by \$8,300 to \$42,800. Sufficient funding exists within the FY 2014-15 budget to cover the costs of the additional design services for this project.

STAFF RECOMMENDATION

1. Approve Amendment No.1 to agreement with M3 Civil, Inc. for Civil Engineering Services for the pedestrian access improvements at the Civic Center and authorize City Manager to sign the amendment subject to final language approval of the City Manager.

Attachment:

1 – Amendment No. 1

ATTACHMENT 1

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
M3 CIVIL, INC. FOR PEDESTRIAN ACCESS IMPROVEMENTS AT THE CIVIC
CENTER**

This Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and M3 Civil, Inc., a corporation ("Consultant"), for pedestrian access improvements at the Civic Center ("Agreement"), is made and entered into the _____ day of _____, 2015.

RECITALS

WHEREAS, on April 9, 2014, the City and Consultant entered into an Agreement to have the Consultant design pedestrian access improvements at the Civic Center; and

WHEREAS, the City and Consultant now desire to amend the Agreement to increase the compensation for services to be performed by Consultant by a total contract value of eight thousand three hundred dollars (\$8,300.00), and document said agreement to amend by jointly approving Amendment No. 1 and adding Exhibit C to the Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

I. Section 2, SCOPE OF SERVICES, is amended by replacing Section 2 in its entirety with the following language

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

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

Compensation for the services to be performed by Consultant shall be in accordance with Exhibits B and C. Compensation shall not exceed the rates or total contract value of thirty-three thousand five hundred dollars (\$33,500.00) as stated in Exhibit B, eight thousand three hundred dollars (\$8,300.00) as stated in Exhibit C, plus reimbursable expenses of one thousand dollars (\$1,000.00) for a total contract amount of forty-two thousand eight hundred dollars (\$42,800.00) 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."

II. Section 5, PAYMENT, is amended by replacing the second paragraph of Section 5 in its entirety with the following language:

“The City agrees to pay Consultant monthly, in accordance with the terms and the schedule of payment as set forth in Exhibits B and C, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed forty-one thousand eight hundred dollars (\$41,800.00) as stated in Exhibits B and C, plus reimbursable expenses of one thousand dollars (\$1,000.00) for a total amount of forty-two thousand eight hundred dollars (\$42,800.00) for the total term of the Agreement, without a written amendment to the Agreement executed by both parties.”

III. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

M3 CIVIL, INC.

By: _____
Steven Kueny, City Manager

By: _____
Katherine McCunney, President

Attest:

Maureen Benson, City Clerk

Attachment: Exhibit C

March 17, 2015

City of Moorpark
Attn: Mr. Jeremy Laurentowski, Parks Recreation and Community Services
799 Moorpark Avenue
Moorpark, CA 93021

RE: Request for Additional Services, Moorpark Civic Center Path of Travel, Contract Amendment for Expanded Limits.

Dear Jeremy,

Thank you for requesting our proposal on these Additional Services, which are presented as follows:

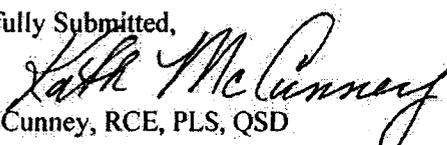
1. Perform field Survey for south parking lot to expand original project limits to accommodate the new bus stop in lower parking area, traffic circulation impacts, rework of the handicap parking area supporting the Library and the expansion of the parking lot.
2. Perform field survey of North East parking area to Walnut Canyon Road.
3. Prepare revised base maps and expand plan package.
4. Prepare design sketches for rework of the lower parking lot and the expanded southerly parking area to accommodate Bus Stop, traffic circulation and the re-capturing of parking stalls.
5. Prepare design sketches for the rework of the handicap parking stalls supporting the library to bring into conformance with code.
6. Prepare and present design sketches for northeast parking lot rework to accommodate efficient delivery truck traffic circulation in the northeast area.
7. Prepare and present design sketches for the rework of the handicap parking areas in the lower terrace of the east parking area to provide four handicap stalls in compliance with code and to rework path of travel from the stalls to the buildings as required.
8. Revise and expand improvement plans to incorporate layouts developed in items 4 - 7 above.
9. Provide electronic files, prints and plots.
10. Provide clarifications through bid processes.

We propose to provide the above stated services for a fee of \$8,300.00. The services will be billed on a percentage complete basis at time of delivery to City. The Client shall provide in a timely manner:

- An approved purchase order reflecting these additional services

If this proposal meets with your approval, please authorize where indicated below and send or fax back the authorization to this office. Thanks again for contacting us, and feel free to call me with any further questions you may have.

Respectfully Submitted,


Kath McCunney, RCE, PLS, QSD