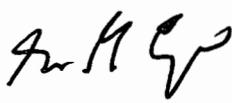


**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Sean Corrigan, P.E., City Engineer/Public Works Director 
Al Gali, Assistant Engineer

DATE: September 14, 2016 (CC Meeting of 09/21/16)

SUBJECT: Consider Amendment No. 2 to Agreement with Filippin Engineering, Inc. for Construction Management and Inspection Services for the State Highway 118 (Los Angeles Avenue) Widening from Maureen Lane to Leta Yancy Road (Project 8058)

DISCUSSION

On September 13, 2013, the City and Filippin Engineering, Inc. (Filippin) executed an agreement for construction management, inspection and material testing services (Agreement) for the State Highway 118 (Los Angeles Avenue) Widening from Maureen Lane to Leta Yancy Road (Project 8058) in an amount not to exceed \$135,462. Construction of Project 8058 was delayed and additional work was required of Filippin. On March 27, 2015, the City and Filippin executed Amendment No. 1 which authorized an additional \$70,000 for a not-to-exceed total amount of \$205,462 to pay for the additional services provided and delay caused labor rate increases for project construction management, inspection and material testing services. These costs have increased largely due to the project delays caused by Caltrans and Calleguas project revisions over the last three years and the increased scope of these services during the construction phase directly caused by the revisions.

During construction, the length of concrete cap protecting a water pipeline had to be extended due to the fact that the California Department of Transportation (Caltrans) increased the depth/thickness of the roadway section. The updated section increased the length of water pipeline that did not have the minimum amount of soil cover that Calleguas Municipal Water District (Calleguas) requires. Any portion of the water pipeline that does not meet the minimum cover requirement must be protected by a concrete cap. The original bid amount was 400-ft of concrete cap. The final concrete cap length is 940-feet.

The current contract amount of \$205,462 only includes 400-ft of concrete cap inspection. The Agreement should be amended for Filippin's inspection of the additional 540-ft of concrete cap.

FISCAL IMPACT

Filippin is requesting an Amendment amount of \$35,000. Staff is requesting an additional \$5,000 for Filippin to cover construction management and inspection services through project completion. The total increase for this Amendment is \$40,000 which is available in the FY 2016/17 Budget for the project.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 2 to the Agreement with Filippin Engineering for construction management and inspection services for the State Highway 118 (Los Angeles Avenue) Widening Project from Maureen Lane to Leta Yancy Road (Project 8058), subject to final language approval by the City Manager.

Attachment: Amendment No. 2

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
FILIPPIN ENGINEERING, INC., 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. 2 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Filippin Engineering, Inc., a corporation ("Consultant"), for construction management and inspection services ("Agreement"), is made and entered into the ___ day of _____, 2016.

RECITALS

WHEREAS, on September 13, 2013 the City and Consultant entered into an Agreement to have the Contractor provide construction management and inspection services; and

WHEREAS, on March 27, 2015 the City and Consultant executed Amendment No. 1 to the Agreement to increase the maximum Agreement compensation by seventy thousand dollars (\$70,000) to account for Consultant's hourly rate increase for a total amount not to exceed two hundred five thousand four hundred sixty-two dollars (\$205,462), and to correct the Consultant's official company name; and

WHEREAS, the California Department of Transportation (Caltrans) required an additional layer of Class III Aggregate Base for the road and the thicker road increased the amount of water pipeline that did not meet Calleguas Municipal Water District's minimum separation requirement between the top of the water pipeline and the bottom of the road, requiring a protective concrete cap; and

WHEREAS, the additional protective concrete cap needed construction inspection; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the compensation for services to be performed by Consultant from two hundred five thousand four hundred sixty-two dollars (\$205,462) by a value of forty thousand dollars (\$40,000) for a total contract value of two hundred forty-five thousand four hundred sixty-two dollars (\$245,462), and document said agreement to amend by jointly approving Amendment No. 2 to the Agreement.

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

I. The third paragraph of Section 2, SCOPE OF SERVICES, is amended by replacing this section in its entirety as follows:

"Compensation for services to be performed by Consultant shall be in accordance with Exhibit B, Exhibit C, and Exhibit D. Compensation shall not exceed the rates or total contract value of two hundred forty-five thousand four hundred sixty-two dollars (\$245,462) as stated in Section 5,

without the written Amendment to this Agreement executed by both parties. Payment by the City to the Consultant shall be in accordance with the provisions of this Agreement.”

II. The second paragraph of Section 5, PAYMENT, is amended by replacing this section 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, Exhibit C, and Exhibit D, based upon actual time spent on the above tasks. This amount shall not exceed two hundred forty-five thousand four hundred sixty-two dollars (\$245,462) for the term of this Agreement unless additional payment is approved as provided in this Agreement.”

III. Remaining Provisions:

Except as revised by this Amendment No. 2, all of the provisions of the Agreement shall remain in full force and effect.

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

CITY OF MOORPARK

FILIPPIN ENGINEERING

Steven Kueny
City Manager

Gino P. Filippin
President

Attest:

Maureen Benson
City Clerk

Exhibit D



July 15, 2016

LA Avenue Road Widening; FE No: 131601

City of Moorpark
Public Works Department
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Sean Corrigan, 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. Gali:

Filippin Engineering (FE) has been monitoring the time and scope required for our construction management, inspection, and materials testing services on the State Highway 118 (Los Angeles Avenue) Widening from Maureen Lane to Leta Yancy Road project. The available balance on our contract is not sufficient to complete the construction work at our current level of services. FE is requesting that the City authorize additional funds to provide construction management, inspection, and materials testing services to the end of the construction, which is estimated to be completed by mid-August.

The reasons that we are requesting additional authorization are due to additional task that were requested by the City that were not included in our original scope of services and the additional of 600' of concrete cap to CMWD water main that was added to the construction work. The following tasks and associated cost to date were performed that were not included in our original scope of services:

1. Paid SWPPP Fees to State Water Resources Control Board for City
City requested that FE pay City SWPPP fees to expedite approval process. \$538.65
2. Caltrans Class 3 Base Testing and Evaluation of Existing Subgrade Material
FE had Fugro Consultants, Inc., perform testing of existing subgrade to determine if material met Caltrans Class 3 Aggregate Base Material requirements in order to eliminate additional concrete cap and 0.35' of Class 3 Aggregate Base material from road section. \$3,857.44
3. Additional Caltrans Class 3 Base Testing and Evaluation of Existing Subgrade Material
FE had Fugro Consultants, Inc., perform additional testing of existing subgrade to determine if material met Caltrans Class 3 Aggregate Base Material requirements in order to eliminate additional concrete cap and 0.35' of Class 3 Aggregate Base material from road section. \$5,260.50

The total cost of these additional task that were requested by the City is \$9,656.59.

In addition to the additional tasks, 600' of CMWD water main concrete cap that was added to the construction contract under Change Orders adding 33 working days to the construction contract, adding additional inspection days to the work.

FE's contract balance as of our last invoice through 6/30 is \$17,121.30. Based on the Contractor's latest schedule to complete the work, FE estimates approximately 5 weeks (25 working days) to complete the



construction as of July 1. FE estimates \$52,000 to complete the work based on providing full time inspection, part time construction management, and materials testing. this work. A breakdown of this cost is provided in the table below.

25 WORKING DAYS Task	Construction Manager (\$175/hr)	Inspector (\$125/hr)	Estimated Fee
Construction Management and Inspection	80 hours	180 hours	\$37,040
Materials Testing (AC Compaction testing for LCB, Agg Base and AC, PCC testing			\$15,000
TOTAL FE COSTS (per February 2015 proposal)			\$52,040

The \$52,000 cost is based on 25 working days to complete the work starting July 1st. As stated above, as of June 30 the remaining balance on our contract was \$17,121.30. FE is requesting an additional authorization of **35,000** to complete construction management, inspection, and materials testing services for the project. The \$35,000 total is the difference in the \$52,000 estimated to complete the work and our contract balance of \$17,121.30 as of June 30.

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

