

**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. 5 to Agreement with Stantec Consulting Services, Inc. for Additional Professional Engineering Services for the Princeton Avenue Widening (Project 8012)**

**BACKGROUND and DISCUSSION**

On March 19, 2008, the City Council approved an Agreement to Penfield & Smith (Penfield) to prepare conceptual design, construction plans, specifications and a cost estimate for Project 8012: the widening and realignment of Princeton Avenue starting at point approximately 1,300-feet east of Spring Road ending west of Condor Drive. The scope of services set forth in the Agreement with Penfield, directed the consultant to proceed with initial re-design efforts using the information developed by a prior design effort, and to evaluate what additional efforts, such as hydrology, geotechnical and topographic surveys, might be required. The original scope of services anticipated the possible need to revise and increase the scope and related fees necessary to complete the design. The contract cost was \$279,148.

On February 20, 2009, a no cost change order was executed to set aside \$2,500 of the original contract amount for reimbursable expenses.

On February 16, 2010, Amendment No. 1 to Penfield's Agreement was executed in the amount of \$74,692.25 for additional engineering services required for the project including property surveys and a geotechnical report.

On November 16, 2010, Amendment No. 2 to Penfield's Agreement was executed in the amount of \$130,000 for additional engineering services including an updated drainage study, redesign of the storm drain system as determined by the drainage study, extension of the project limits to Condor Drive and right-of-way (ROW) acquisition support.

On July 12, 2013, Amendment No. 3 to Penfield's Agreement was executed in the amount of \$211,790 for the following additional engineering services:

1. Employ ground penetrating radar to determine the size and location of existing underground utilities and storm drains to properly complete the storm drain design.
2. Revise the drainage report to incorporate additional information of existing storm drain pipes and outlet locations.
3. Modify the drainage design to address the routing of storm water on the National Ready Mixed property.
4. Completion of plans, specifications and construction cost estimate.
5. Retaining wall structural design.
6. Coordination of utility relocations.
7. Obtaining Caltrans encroachment permit.
8. Bidding and construction phase services.

On February 5, 2015, Amendment No. 4 to the Penfield's Agreement was executed to document that the Consultant's name changed from Penfield & Smith, to Stantec Consulting Services, Inc. (Stantec).

Since that time, the plans have been reviewed by Ventura County Waterworks District No. 1 (Waterworks). Waterworks has notified the City of a plan to replace a segment of a waterline within the project limits. Waterworks has requested that the City design and construct the waterline replacement for them and will reimburse the City for its engineering and construction efforts. Stantec provided a quote for \$36,008 to perform the additional design work. The revised total contract cost is \$731,638.25.

### **FISCAL IMPACT**

The proposed Amendment No. 5 would increase Stantec's Agreement by \$36,008 to a not-to-exceed amount of \$731,638.25. A budget amendment is not necessary to fund the additional design services under Amendment No. 5.

### **STAFF RECOMMENDATION**

Authorize the City Manager to sign Amendment No. 5 to Agreement with Stantec Consulting Services, Inc. for additional professional engineering services for the Princeton Avenue Widening Project in an amount of \$36,008 for a total contract value of \$731,638.25 and subject to final language approval by the City Manager.

Attachment: Amendment No. 5

**AMENDMENT NO. 5 OF  
AGREEMENT BETWEEN THE CITY OF MOORPARK AND STANTEC CONSULTING  
SERVICES, INC., FOR CIVIL ENGINEERING DESIGN SERVICES FOR THE RE-  
DESIGN OF THE PRINCETON AVENUE WIDENING PROJECT**

This Amendment No. 5 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Stantec Consulting Services, Inc., a corporation ("Consultant"), for professional engineering design services for the re-design of the Princeton Avenue Widening Project ("Agreement"), is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2016.

**RECITALS**

WHEREAS, on May 15, 2008 the City and Consultant entered into an Agreement to have the Consultant provide professional engineering design services for the re-design of the Princeton Avenue Widening Project for a total contract value of two hundred seventy-nine thousand one hundred forty-eight dollars (\$279,148); and

WHEREAS, on February 20, 2009, a no cost Change Order was executed for a value of two thousand five hundred dollars (\$2,500) specifying the amount set aside for reimbursable expenses. Other design services were reduced by an unspecified amount to accommodate reimbursable expenses and the total contract value remained the same; and

WHEREAS, on February 16, 2010, Amendment No. 1 to the Agreement was executed, including a boundary establishment survey and legal description preparation, a geotechnical update report, and an additional topographic survey in the amount of seventy-four thousand six hundred ninety-two hundred dollars and twenty-five cents (\$74,692.25) for a total contract value of three hundred fifty-three thousand eight hundred forty dollars and twenty-five cents (\$353,840.25); and

WHEREAS, on November 16, 2010, Amendment No. 2 to the Agreement was executed, including a drainage study preparation, extension of the project limits, storm drain plan and profile design, reimbursement for previous out of scope services of work requested and conducted prior to Amendment No. 2, and future anticipated engineering services required in support of ongoing right-of-way acquisition efforts in the amount of one hundred thirty thousand dollars (\$130,000) for a total contract value of four hundred eighty-three thousand eight hundred forty dollars and twenty-five cents (\$483,840.25); and

WHEREAS, on July 12, 2013, Amendment No. 3 to the Agreement was executed increasing the Consultant's Scope of Services to include ground penetrating radar for storm drain design, drainage report revisions, drainage design modifications, completion of plans specifications and cost estimates, structural wall design, utility coordination, Caltrans permitting, and bidding and construction phase services, and to identify optional drainage design alternatives that may be added to the Consultant's Scope of Services in the future by separate amendment in the amount of two hundred eleven

thousand seven hundred ninety dollars (\$211,790) for a total contract value of six hundred ninety-five thousand six hundred thirty dollars and twenty-five cents (\$695,630.25); and

WHEREAS, on February 5, 2015, Amendment No. 4 to the Agreement was executed to document the Consultant's name changed from Penfield & Smith to Stantec Consulting Services, Inc.; and

WHEREAS, Ventura County Waterworks District No.1 (Waterworks) requested that the City design and construct a waterline for Waterworks within the project's limits; and

WHEREAS, the City received a quote from the Consultant and is attached to this amendment as Exhibit A to perform the aforementioned design efforts; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the compensation for professional engineering services to be performed by Consultant from six hundred ninety-five thousand six hundred thirty dollars and twenty-five cents (\$695,630.25); by a value of thirty-six thousand eight dollars (\$36,008) for a total contract value of seven hundred thirty-one thousand six hundred thirty-eight dollars and twenty-five cents (\$731,638.25), and document said agreement to amend by jointly approving Amendment No. 5 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 this section in its entirety as follows:

"City does hereby retain Consultant in a contractual capacity to provide civil engineering design services, as set forth in Exhibit B, Section C - Scope of Services, Change Order, and all amendments and the exhibits attached thereto and incorporated herein by this reference, and further defined in Exhibit C: Consultant's Proposal, dated February 18, 2008, which is also attached hereto and incorporated herein by this reference. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services or Consultant's Proposal and this Agreement, the language contained in this Agreement, and the Amendments shall take precedence.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit B, Section C - Fee, and all amendments and the exhibits attached thereto. Compensation shall not exceed the rates or total contract value of seven hundred thirty-one thousand six hundred thirty-eight dollars and twenty-five cents (\$731,638.25) as stated in Exhibit B, Section C - Fee and all amendments and the exhibits attached thereto without the 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 first paragraph in its entirety as follows:

“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 B, Section C - Fee and all amendment and the exhibits attached thereto based upon actual time spent on the above tasks. This amount shall not exceed seven hundred thirty-one thousand six hundred thirty-eight dollars and twenty-five cents (\$731,638.25), for the total term of the Agreement unless additional payment is approved as provided in this Agreement.”

III. Remaining Provisions:

Except as revised by this Amendment No. 5, 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

STANTEC CONSULTING SERVICES INC.

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Hady Izadpanah  
Senior Principal

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk



Exhibit A

**AUTHORIZATION FOR ADDITIONAL SERVICES**

		Date	18 November 2015
"Stantec"	STANTEC CONSULTING SERVICES INC.	Stantec Project #	2064018305
		Stantec Pipeline #	n/a
	1327 Del Norte Road, Camarillo, CA 93010 Ph: (805) 981-0706 Fx: (000) 000-0000 email: geremy.salts@stantec.com		
CLIENT	CITY OF MOORPARK	Client Project #	8012
	799 Moorpark Avenue, Moorpark, CA 93021 Ph: (805) 517-6212 Fx: (805) 532-2528 email: skueny@moorparkca.gov		

Project Name and Location: Princeton Avenue Widening Redesign - Project 8012, City of Moorpark      Change Order #      04

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec agrees to perform the following additional service(s):

As requested by the City, the additional services related to this change order request are for the preparation of Water Improvement Plans to replace existing 6" ACP water main with new 8" water main in accordance with Ventura County Waterworks District (VCWD) #1 standards. Water line replacement will include approximately 3,290 linear feet of new pipe beginning at the existing water valve near the westerly project limits (approximate sta 0+25) and ending near the easterly project limits and last water service (approx. sta 33+15).

Scope of Additional Work is as follows:

1. Prepare plan and profile sheets for new water main
  - a. Connect to all existing water services
  - b. Connect to existing appurtenances or provide new as required
  - c. Connect to existing main at Nogales Avenue
  - d. Remove existing 6" ACP main and abandoned 4" steel pipe main
2. Prepare Special Provisions for water main improvements.
3. Prepare Construction Cost Estimate for Water Improvements.
4. Submit Plans, Specs, and Estimate (PSE) to City of Moorpark & VCWD#1 for review.
5. Update PSE at 80% and 100% design levels.
6. Perform additional Utility Coordination and Bidding and Construction Phase Services related to water main improvements.
7. Provide additional project management related to water main improvements.

B. CLIENT agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

\$36,008, including an estimated \$230 in reimbursable expenses.

C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Following receipt of authorized additional services agreement, 80% Water Improvement Plans and Specifications can be submitted approximately 6-weeks thereafter.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement

shall serve and may be relied upon as an original.

**STANTEC CONSULTING SERVICES INC.****CITY OF MOORPARK**

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Print Name and Title

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Print Name and Title

Signature 

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Signature 

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Date Signed: 

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Date Signed: 

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**PROJECT COST ESTIMATE**

Project No.: Princeton Ave Widening  
 Description: CO 04 - Water Improvements  
 Client: City of Moorpark  
 Date: November 19, 2015  
 File Name: \*

Prepared by: btf  
 Office: 2  
 Billing Type: T&M  
 Prevailing Wages (y/n): n

Stantec  
 1327 Del Norte Road, Suite 200  
 Camarillo, CA 93010  
 (805) 981-0708

TASK	Hours										TOTAL HOURS	LABOR COST
	Engineer Principal	Engineer Senior II	Engineer Senior Designer	Tech Support								
80% Plans	6	12	80	6							104	15294
Special Provisions		18		2							18	2998
Submittal & Review / Coord PC comments	2	4	8	4							18	2560
100% Plans	4	6	40	6							56	8070
Special Provisions		4		2							6	862
Addl Construction Admin	2	8	12	2							24	3698
Addl Project Management	8	4									12	2296
TOTALS	22	54	140	22	-	-	-	-	-	-	238	35778

Classification	\$/hr	Classification	\$/hr	Expenses	Cost	Billing Factor	Reimbursables	Consultant
12	198.00	Principal Engineer		Soils Report	*	1.15		0
11	178.00	Senior Engineer II		Geologic Report	*	1.15		0
6	144.00	Senior Designer		Title Report	*	1.15		0
43	75.00	Technical Support		Construction Staking	*	1.15		0
				Blueprints	200	1.15	230	
				Travel	*	1.15	0	
				Mail	*	1.15	0	
				Telephone	*	1.15	0	
				Photocopies	*	1.15	0	
				Photographs	*	1.15	0	
Average Rate:	150.328						\$230	\$0
							<b>Grand Total =</b>	<b>\$36,008</b>