

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

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

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

SUBJECT: Consider Amendment No. 2 to Agreement between the City of Moorpark and Tetra Tech, Inc. for Professional Engineering Services for the Los Angeles Avenue Median Project No. 8047 – Phase 1

BACKGROUND

In March 2014, staff obtained a proposal from Tetra Tech, Inc. to complete the final median design and prepare and obtain an encroachment permit from the California Department of Transportation (Caltrans) for Phase 1 of the project; from the 23 Freeway to just east of Spring Road. On April 2, 2014 the City Council approved an Agreement for Professional Engineering Services with Tetra Tech, Inc. for the Los Angeles Avenue Median Project-Phase 1, in an amount not to exceed forty-nine thousand nine hundred forty-two dollars (\$49,942).

DISCUSSION

On August 21, 2014, Tetra Tech met with Caltrans to review the project plans. Caltrans required additional traffic analysis and related traffic signal modifications at the Market Place Shopping Center and Miller Parkway intersections. This additional work for the amount of sixteen thousand one hundred seventy-three dollars (\$16,173) was documented in Amendment No. 1 to the Agreement.

After making design revisions, Tetra Tech submitted to Caltrans the latest plans for review. Caltrans review resulted in requirements for additional storm drain work. The work required to address Caltrans' latest comments is not currently part of Tetra Tech's scope of work.

Tetra Tech has submitted a proposal for the additional storm drain design work in the amount of twenty-four thousand nine hundred twenty-one dollars (\$24,921). Afterwards, Tetra Tech will resubmit the plans to Caltrans on the City's behalf. Staff also requests an eight thousand nine hundred sixty-four dollar (\$8,964) contingency. Staff has prepared the attached Amendment to the Agreement to include the required additional work and

contingency and increase the not-to-exceed amount of the Agreement to one hundred thousand dollars (\$100,000).

FISCAL IMPACT

Sufficient funds to complete the first phase of the project have been included in the current Fiscal Year 2016/17 Capital Improvement Budget.

STAFF RECOMMENDATION

Approve Amendment No. 2 to the Agreement between the City of Moorpark and Tetra Tech, Inc. for Professional Engineering Services for the Los Angeles Avenue Median Project No. 8047 – Phase 1 in an amount not to exceed twenty-four thousand nine hundred twenty-one dollars (\$24,921) and an eight thousand nine hundred sixty-four dollar (\$8,964) contingency for a not-to-exceed Agreement amount of one hundred thousand dollars (\$100,000) and authorize the City Manager to execute the Amendment subject to final language approval by the City Manager.

Attachment:

Amendment No. 2

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
TETRA TECH, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR LOS
ANGELES AVENUE RAISED MEDIAN PROJECT NO. 8047 PHASE 1**

This Amendment No. 2 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Tetra Tech, Inc., a corporation ("Consultant"), for professional engineering services ("Agreement"), is made and entered into the ___ day of _____, 2016.

RECITALS

WHEREAS, on April 22, 2014 the City and Consultant entered into an Agreement to have the Consultant provide professional engineering services for the Los Angeles Avenue Raised Median Project No. 8047 - Phase 1, for a total contract value not to exceed forty-nine thousand nine hundred forty-two dollars (\$49,942); and

WHEREAS, on October 22, 2014, the City and Consultant executed Amendment No. 1 to an Agreement to have the Consultant provide additional professional engineering services related to traffic engineering in the amount of sixteen thousand one hundred seventy-three dollars (\$16,173), for a total for total contract value not to exceed sixty-six thousand one hundred fifteen dollars (\$66,115); and

WHEREAS, additional professional design services are required to address the Department of Transportation's (Caltrans) encroachment permit review comments; and

WHEREAS, Consultant provided a quote, and is attached as Exhibit E, to perform said services in the amount of twenty-four thousand nine hundred twenty-one dollars (\$24,921); and

WHEREAS, the City and Consultant now desire to amend the Agreement to increase the compensation for services to be performed by Consultant from sixty-six thousand one hundred fifteen dollars (\$66,115) by a value of twenty-four thousand nine hundred twenty-one dollars (\$24,921), and an eight thousand nine hundred sixty-four dollars (\$8,964) contingency for a total contract value of one hundred thousand dollars (\$100,000) 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. Section 2, SCOPE OF SERVICES, is amended by replacing Section 2 in its entirety as follows:

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

Compensation for services to be performed by the Consultant shall be in accordance with Exhibit C, including Tasks 9 and 10 (described in Exhibit B and Exhibit C as optional), Exhibit D and Exhibit E. Compensation shall not exceed the rates of total contract value of one hundred thousand dollars (\$100,000) 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 by replacing this paragraph in Section 5 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 C, Exhibit D and Exhibit E, based upon actual time spent on the above tasks. This amount shall not exceed one hundred thousand dollars (\$100,000) for the total 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

TETRA TECH, INC.

Steven Kueny
City Manager

Joe Dietz, P.E.
Director of Transportation

Attest:

Maureen Benson, City Clerk



November 9, 2015

Mr. Steven Kueny
City Manager
City of Moorpark
Public Works Department
799 Moorpark Avenue
Moorpark, CA 93021

Reference: Additional Work Request No. 2 for Los Angeles Avenue Raised Median and Landscaping Project, Phase 1

Dear Mr. Kueny:

Tetra Tech appreciates the opportunity to submit our request for additional work for the Los Angeles Avenue Raised Median and Landscaping Project, Phase 1. The Caltrans' requirements for the encroachment permit necessitate the addition of an underground storm drain system on a portion of the project. This in turn requires submittal and coordination with Ventura County Flood Control District.

SCOPE OF SERVICES:

Our Scope of Services for this additional work request is attached as Exhibit "A".

SCHEDULE:

Since our meeting on September 29, 2015, Tetra Tech has continued to move forward with the project and coordinating with various utility providers in the project vicinity to understand location of underground facilities. We are still in coordination with AT&T and Southern California Gas Company. We anticipate receiving ATLA information from these utility purveyors within the next two weeks and will do our best to resubmit plans to Caltrans for review by December 1, 2015, as discussed.

FEE:

We will complete the additional scope of work for a time and materials (T&M) fee not to exceed **\$24,921.00**. Please see the enclosed Price Proposal (Exhibit "C") that outlines the estimated hours per classification to complete each task.

If you have any questions or need additional information, please contact Mr. Dan Helt at (805) 542-9052, or email Dan.Helt@tetrattech.com.

Sincerely,

City of Moorpark

Joe Dietz, P.E.
Director of Transportation

Dan Helt, P.E., P.L.S.
Project Engineer

Steven Kueny, City Manager

JD/dh

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Exhibit "A" – SCOPE OF WORK

To address the comments from Caltrans dated June 15, 2015, the following tasks will be performed:

Task 1: Revise Hydrologic/Hydraulic Calculations

Utilizing the drainage areas and storm water peak flow rates developed for the previous submittal, Tetra Tech will prepare calculations and a brief report detailing the quantity and location of the inlets to be added along the south side of the proposed median in the superelevated portion. Calculations for sizing underground pipes will also be performed. It is assumed that since the drainage from these new inlets will be routed to the same inlets currently receiving drainage, that analysis of downstream facilities is not needed.

Task 2: Storm Drain Design

Based on the calculations performed, a system of underground storm drains will be designed. Research will be performed with various underground utility providers in the area and plan sheets generated that show plan and profile information for the proposed stormdrain. Details for non-standard construction items will be added to the detail sheets.

Task 3: Address Caltrans Comments

Comments from Caltrans, in addition to the request to add underground storm drain, will be addressed on the plans and a letter response generated for resubmittal. As part of this estimate, Tetra Tech assumes one more round of minimal comments from Caltrans before the plans are finalized.

Task 4: Ventura County Flood Control District Processing

We will need Ventura County Flood Control District (VCFCD) to review the plan because we are connecting to facilities that are owned and managed by them. It is assumed that since we are not increasing stormwater flows in any particular of the pipes or inlets, that no supporting hydraulic calculations or upsize of existing facilities will be needed. As part of this estimate, Tetra Tech assumes receiving minor plan check comments from VCFCD before finalizing the plans. If comments are significant, or require redesign they may be outside the scope of this AWR.

Task 5: Additional Meetings and Support

Following the next review by Caltrans, Tetra Tech will attend a meeting with Caltrans reviewers to discuss and review any remaining comments to ensure that they are handled and that no further submittals are required for the encroachment permit. Tetra Tech has also budgeted for one additional meeting with the City of Moorpark to finalize the plan set and prepare for the bidding process.



CITY OF MOORPARK

Los Angeles Avenue Raised Median and Landscaping Project

TETRA TECH

\\WRS318F51\Projects\09342\135-09342-14001\ProjMgmt\Contracts\COs\AWR 2\LA Ave

|  Price Proposal | | | | | | | Price Summary / Totals | | | | | | |
|--|--|-----------------|--------------------|--------------------|------------|--------------|------------------------|--------------|---------------------|-----------------|---------------|----------------|---------------------|
| Los Angeles Avenue Median Impro | | Bill Rate > | 235.00 | 135.00 | 115.00 | 100.00 | 76.00 | 24,921 | | | | | |
| Submitted to: City of Moorpark (Attn: Steve Kueny) | | Proj Area > | | | | | | 0 | | | | | |
| Contract Type: T&M | | | | | | | Unit Rate Qty's | | Pricing by Resource | | | | |
| Project Phases / Tasks | | Total Labor Hrs | Sr Project Manager | Project Engineer 1 | Engineer 2 | CAD Designer | Project Assistant 2 | Items > | Fleet Vehicles | Labor Rate Esc. | Labor | Mat'ls & Equip | Task Pricing Totals |
| | | | | | | | | Unit Rate > | \$0.67 | | | | |
| | | | | | | | | Unit > | mile | | | | |
| | | | | | | | | Charged to > | M&E | | | | |
| | | | | | | | | Quantities > | 780 | 0.00% | 24,395 | 526 | 24,921 |
| Task 1: Revise Hydrologic/Hydraulic Calcs | | 80 | 2 | 6 | 16 | 24 | 2 | | | | 5,672 | | 5,672 |
| Task 2: Storm Drain Design | | 78 | 3 | 12 | 28 | 32 | 3 | | | | 8,973 | | 8,973 |
| Task 3: Address Caltrans Comments | | 29 | 2 | 6 | 8 | 12 | 1 | | | | 3,476 | | 3,476 |
| Task 4: Ventura County FCD | | 21 | 4 | 8 | 8 | | 1 | | | | 3,016 | | 3,016 |
| Task 5: Additional Meetings and Support | | 21 | 6 | 12 | | | 3 | | 780 | | 3,258 | 526 | 3,784 |
| Totals | | 199 | 17 | 44 | 60 | 68 | 10 | Quantities > | 780 | 0.00% | 24,395 | 526 | 24,921 |

Exhibit C