

REPORT TO CITY COUNCIL

DATE: JANUARY 23, 2013

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO ADEVA, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: REQUEST TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ADDITIONAL ENGINEERING SERVICES KNOWN AS PHASE "ZERO", RELATED TO PRECONSTRUCTION WORK TO RELOCATE AND MODIFY EXISTING FACILITIES WITHIN CITY RIGHT-OF-WAY FOR THE AGOURA ROAD WIDENING PROJECT

During the design phase of the Agoura Road Widening Project, it was discovered that five (5) properties currently have private improvements within the City's right-of-way. Prior to constructing the ultimate improvements, these private encroachments must be relocated so they are no longer in the right-of-way, where they currently conflict with the proposed Agoura Road improvements. Therefore, staff is recommending that a Phase "Zero" occur first, which would resolve this issue prior to the start of the overall construction of Agoura Road. This would ensure that no delay occurs later when the ultimate Agoura Road improvements are ready to construct.

Under the current consultant services agreement with Kimley-Horn and Associates, Inc., for engineering design services for the Agoura Road Widening Project, staff continues working and coordinating with property owners on right-of-way issues. This amendment covers the additional design services needed with this contract for Phase Zero to provide improvement plans to relocate and/or modify existing facilities within the City right-of-way onto adjacent private properties.

The additional services for Agoura Road Widening - Phase Zero design are in the amount of \$43,100.00. Both design and construction of the Agoura Road Widening Project will be funded through Measure R.

The amendment has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the amendment to the professional services agreement with Kimley-Horn and Associates, Inc.
2. Authorize the Mayor to sign the amendment to agreement on behalf of the City Council.

Attachment: Amendment to Kimley-Horn Agoura Road Widening Agreement

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Kimley-Horn and Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Jean Fares, PE, Vice President
CONSULTANT'S ADDRESS:	6800 Owensmouth Ave, Suite 410 Los Angeles, CA 91303
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Charmaine Yambao
COMMENCEMENT DATE:	January 15, 2013
TERMINATION DATE:	June 30, 2013
CONSIDERATION:	Contract Price Not to Exceed: \$953,378.00 (Increase by \$43,100.00 from \$910,278.00 to \$953,378.00)

FOURTH AMENDMENT TO AGREEMENT

This FOURTH AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of the 23rd day of January, 2013, by and between the City of Agoura Hills, a municipal corporation (“City”) and Kimley-Horn and Associates, Inc. (“Consultant”) and with respect to the following recitals:

A. On September 1, 2010, the City and Consultant entered into that certain Agreement entitled “Agreement for Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc.” in the amount of \$536,020.00 (“Agreement”).

B. The Agreement is for engineering design services agreement for the ultimate alignment and build-out of Agoura Road, from Western City Limits to Cornell Road, and the rehabilitation of Canwood Street, from Reyes Adobe to approximately 650 feet east of Forest Cove Lane.

C. Under Section 5 of the Agreement, any additional services exceeding 10% of the total contract price requires City Council approval.

D. A First Amendment to the Agreement was approved by the City Council on March 9, 2011 in the amount of \$56,240.00, bringing the approved contract amount to \$592,260.00.

E. A Second Amendment to the Agreement was approved by the City Council on April 13, 2011 in the amount of \$186,018.00, bringing the approved contract amount to \$778,278.00.

F. A Third Amendment to the Agreement was approved by the City Council on June 13, 2012 in the amount of \$132,000.00, bringing the approved contract amount to \$910,278.00.

G. Staff is proposing that City Council approve the Fourth Amendment to the Agreement in the amount of \$43,100.00.

H. Exhibit A of the Agreement set forth and provided description of detailed services and tasks for the Contractor to complete.

I. The scope of work set forth in said Exhibit A, included complete design of alignment and improvements along Agoura Road, but due to additional tasks related to pre-construction work to relocate and/or modify existing facilities operating within the City of right-of-way to outside of the right-of-way, additional design services are required to help facilitate right-of-way coordination and meet anticipated construction schedule.

J. The City and Consultant now wish to modify the Agreement, revising the contract price for an additional \$43,100.00, increasing the contract from \$910,278.00 to an adjusted amount not to exceed \$953,378.00 to include additional engineering design services

related to pre-construction work to relocate and/or modify existing facilities within the City right-of-way.

K. Such contract price adjustment shall be at the same conditions as set forth in the original Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES, DO AGREE HEREBY AS FOLLOWS:

SECTION 1. Paragraph A of Section 5 of the Agreement entitled “PAYMENT” is hereby amended to read as follows:

“A. 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, Payment Rates and Schedule, attached hereto and incorporated by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. The First Amendment amount shall not exceed fifty-six thousand two hundred forty dollars and zero cents (\$56,240.00). The Second Amendment amount shall not exceed one hundred eighty-six thousand eighteen dollars and zero cents (\$186,018.00). The Third Amendment amount shall not exceed one hundred thirty-two thousand dollars and zero cents (\$132,000.00). The Fourth Amendment amount shall not exceed forty-three thousand one hundred dollars and zero cents (\$43,100.00). The total Agreement amount shall not exceed nine hundred fifty-three thousand three hundred seventy-eight dollars and zero cents (\$953,378.00) for the term of the Agreement, unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the initial Contract Price. Any additional work in excess of this amount shall be approved by the City Council.”

SECTION 2. Exhibit A of the Agreement, entitled “Scope of Services”, is amended to include additional scope of services as outlined in attached Exhibit A4.

SECTION 3. All other provisions of the Agreement remain unchanged.

SECTION 4. The Recitals are incorporated herein as though set forth in full.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

CITY OF AGOURA HILLS

Denis Weber
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

Kimley-Horn and Associates, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signatures of Two Corporate Officers Required]

Exhibit A4

SCOPE OF SERVICES

The Scope of Services described below is based on the Kimley-Horn and Associates, Inc. (Consultant) letter proposal, dated December 5, 2012.

TASK 1 – PHASE ZERO

1. ROW / Property Boundary Staking:

- A. Las Virgenes Properties (Agoura Storage) APN 2061004039: Consultant in coordination with Iacobellis and Associates (survey subconsultant) shall provide field survey work related to locating the existing and proposed ROW/property line adjacent to the Agoura Self Storage facility on Agoura Road. Survey subconsultant shall layout the proposed and existing ROW for the property frontage along Agoura Road. (*Fee: \$3,600*)

Deliverables: Field marking of ROW/Property, ROW/Property Survey Exhibit – PDF

- B. Agoura Storage Field Survey (Optional Task): Consultant shall coordinate with survey subconsultant to provide field survey of approximately 50' into the property showing existing striping, spot elevations and surface features. (*Fee: \$3,300*)

Deliverables: Field Survey Plan – PDF

2. Phase Zero Improvements Plan:

Consultant shall prepare a site improvements plan (1 sheet) showing property vicinity map, general improvements notes, utility removal/relocation, grading, landscape and irrigation modifications, and site details. This task assumes addressing up to one minor revision based on City comments and City's coordination with the property owner.

Consultant shall coordinate with survey subconsultant to locate existing ROW/property lines along Agoura Road frontage for the properties with existing improvements within the City ROW that conflicts with the proposed Agoura Road improvements. Following properties have been identified:

- A. Malamut Michael L (Padri) APN 2061031010: Existing site features in conflict includes perimeter fencing, landscaping, patio structures and miscellaneous onsite features near the Cornell Road intersection. Additional survey field work shall be performed to extend the survey limits to the existing building face to obtain grades and surface features. (*Fee: \$7,500*)
- B. Wizen Bruce E (Adobe Cantina) APN 2061031022: Existing site features in conflict includes perimeter 6' wood fencing, landscaping/trees, restaurant patio structures, utility manhole, and miscellaneous onsite features at the western corner of the property.

Additional survey field work shall be performed to extend the survey limits to the existing building face to obtain grades and surface features. *(Fee: \$7,500)*

- C. SDG Associates (East of Roadside Dr) APN 2061004035: Existing site features in conflict includes green mesh perimeter fencing and landscaping/trees at the southwest corner of the property near Roadside Drive intersection. Additional survey field work shall be performed to extend the survey limits 50' into the paved parking area of the property near the southwest corner. *(Fee: \$7,500)*

Deliverables: Field Survey Plan, Site Improvements Plan – 2 sets hard copies & PDF

3. Property Boundary and Improvement Impact Analysis:

- A. Morehart Lands Co (Islands) APN 2061004034: Consultant understands that the City desires to verify the impact of the southern landscape area and proposed slough wall based on the discussion with the property owner. Our survey subconsultant shall layout the existing ROW for the property frontage along Agoura Road and obtain additional grades and features up to the building and edge of parking lot. Consultant shall prepare an exhibit plan showing site cross section/profile, proposed grade transition and wall plan profile. *(Fee: \$7,500)*

Deliverables: Field marking of ROW/Property, Site Cross Section and Wall Profile Exhibit Plan– 2 sets hard copies & PDF

4. Ultimate Hardscape Concept Sketch:

Per the request of the City, Consultant shall prepare a hardscape concept sketch plan showing the potential layout for the ultimate build out condition for the portion of the project within the Specific Plan area east of Agoura Road and Kanan Road intersection. The sketch will continue the hardscape pattern shown for the current improvement conditions and show connection to future development setback for sidewalks through this corridor. *(Fee: \$1,200)*

5. Add Alternates:

- A. Onsite Landscape Plan - Morehart Lands Co (Islands) APN 2061004034: Consultant shall prepare landscape and irrigation plan for the onsite slope along island per the discussion with the City and the property owner. Consultant shall provide up to two (2) submittals of the plans for the City's coordination with the property owner. Proposed improvements for the Agoura Road widening will be shown in dashed line to delineate the work. *(Fee: \$5,000)*

Deliverables: Onsite Landscape Plan – 2 sets hard copies & PDF

- B. Additional ROW/Property Boundary and Field Survey: Consultant in coordination with our subconsultant shall verify/stake additional ROW/property boundary and perform

additional field survey of private properties as requested by the City. This task will be performed on an hourly basis based on the billing rate schedule established for the project.

- C. Additional Phase Zero Improvements Plan: Consultant shall prepare additional improvements plans for properties identified or desired by the City. This task will be performed on an hourly basis based on the billing rate schedule established for the project.