


## REPORT TO CITY COUNCIL

**DATE:** FEBRUARY 24, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER *hjt For C.R.*

**BY:** RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

**SUBJECT:** REQUEST TO APPROVE FIRST AMENDMENT TO THE AGREEMENT WITH QUESTA ENGINEERING CORPORATION FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO THE MEDEA CREEK RESTORATION PROJECT

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At the City Council meeting of June 23, 2015, Questa Engineering Corporation (Questa) was awarded an agreement to provide construction engineering services for the Medea Creek Restoration. The engineering services being provided are crucial in assisting staff during the construction phase of the project to insure any design changes that occur during the project do not negatively affect the integrity of the approved plans. In addition, Questa is the original design engineer for the project and will ultimately be responsible for providing the City with "As Built" plans when the project is completed.

Due to some additional tasks requested by staff and the Los Angeles County Flood Control District, the \$49,500 of fees originally approved as part of the agreement are expected to be exhausted by the end of the month. Based on Section 4 of the Agreement, any additional compensation requires approval by the City Council. In order for Questa to complete the as-built drawings and associated tasks related to the closeout of the project, staff is seeking approval of an amendment to the agreement to allow for an additional \$21,000 to the existing contract for a revised total of \$70,500.

In addition, work was anticipated to originally take approximately five (5) months to complete, but unavoidable delays have caused the project's completion date to be extended slightly. As such, staff is recommending that the amendment extend the agreement with Questa through May 1, 2016.

The scope of work and terms of the agreement are not expected to change and remain the same as previously approved. Staff is satisfied with the work product from Questa and will continue to work towards completion of the creek restoration.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the first amendment to the agreement with Questa Engineering Corporation for construction engineering services related to the Medea Creek Restoration Project.

Attachment: First Amendment to Agreement with Questa Engineering Corporation

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

**NAME OF CONSULTANT:** Questa Engineering Corporation

**RESPONSIBLE PRINCIPAL OF CONSULTANT:** Attn: Sydney Temple, P.E.

**CONSULTANT'S ADDRESS:** 1220 Brickyard Cove Rd, Ste 206  
Point Richmond, CA 94801

**CITY'S ADDRESS:** City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager

**PREPARED BY:** Kelly Fisher

**COMMENCEMENT DATE:** June 24, 2015

**TERMINATION DATE:** May 1, 2016 (amended)

**CONSIDERATION:** Amendment Amount: \$21,000  
  
Total Contract Price  
Not to Exceed: \$70,500



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF AGOURA HILLS AND QUESTA  
ENGINEERING CORPORATION**

**Medea Creek Restoration Project**

THIS FIRST AMENDMENT is made and entered into as of February 24, 2016, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Questa Engineering Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

A. On June, 24, 2015, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between the City of Agoura Hills and Questa Engineering Corporation", in the amount of Forty Nine Thousand Five Hundred Dollars and Zero Cents (\$49,500).

B. The parties now desire to extend the term of the agreement to May 1, 2016, and to increase the payment in the amount of Twenty One Thousand Dollars and Zero Cents (\$21,000), and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than May 1, 2016, unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 5 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein 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 Twenty One Thousand Dollars and Zero Cents (\$21,000), for additional consulting services for a total Agreement amount of Seventy Thousand Five Hundred Dollars (\$70,500)."

4. Exhibit "B" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Harry Schwarz,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
*Date Approved by City  
Council* \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

Questa Engineering Corporation  
1220 Brickyard Cove Road, Ste 206  
Sydney Temple, P.E.  
510-236-6114 ext. 220  
510-236-2423 fax

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[Signatures of Two Corporate Officers Required]**

## ATTACHMENT A

*Attached hereto and incorporated herein is the additional of work and associated cost as provided by the Consultant.*

Questa Engineering Corporation Inspection:	\$9,500
Retaining Wall Redesign:	\$2,000
Geotechnical Services and Testing:	<u>\$9,500</u>
<b>Total:</b>	<b>\$21,000</b>



**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**

<b>Questa Engineering Corporation -June 12, 2015</b>					
	<b>Principal</b>	<b>Staff Professionals</b>	<b>Drafting</b>	<b>MNS Survey</b>	<b>Total By Task</b>
<b>Rate per hour</b>	<b>\$175</b>	<b>\$115</b>	<b>\$95</b>		
<b>Project coordination</b>	<b>12</b>			<b>\$2,000 LS</b>	<b>\$4,100.00</b>
<b>Construction Monitoring</b>	<b>80</b>	<b>80</b>			<b>\$23,200.00</b>
<b>Final Mitigation and Monitoring and QA/QC Report – Construction Phase</b>	<b>24</b>	<b>40</b>	<b>8</b>		<b>\$9,560.00</b>
<b>Total Labor Hours</b>	<b>116</b>	<b>120</b>	<b>8</b>		
<b>Labor Cost</b>	<b>\$20,300.00</b>	<b>\$13,800.00</b>	<b>\$760.00</b>		
<b>Total Labor Cost</b>			<b>\$34,860.00</b>	<b>\$2,000.00</b>	<b>\$36,860.00</b>
<b>Direct Costs</b>					
<b>Travel</b>	<b>\$4,500.00</b>				
<b>Per diem and lodging</b>	<b>\$3,500.00</b>				
<b>Geotechnical Compaction and soil testing</b>	<b>\$3,800.00</b>				
<b>Field supplies/survey equip./Drilling/lab testing</b>	<b>\$650.00</b>				
<b>Communications (Fed Ex, reproduction etc)</b>	<b>\$190.00</b>				
<b>Subtotal</b>	<b>\$12,640.00</b>			<b>Total Cost</b>	<b>\$49,500.00</b>