


REPORT TO CITY COUNCIL

DATE: MARCH 8, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *hgt for C.P.*

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

SUBJECT: REQUEST TO APPROVE THE FIRST AMENDMENT TO THE DESIGN PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC., FOR ENGINEERING SERVICES RELATED TO THE U.S. 101/PALO COMADO CANYON ROAD (AT CHESEBRO) INTERCHANGE PROJECT

At the City Council meeting of April 24, 2013, Parsons Transportation Group, Inc., (Parsons) was awarded an agreement in the amount of \$1,498,754 to provide professional engineering services related to the U.S. 101/Palo Comado Canyon Road (at Chesebro) Interchange Project. In addition, the City Council authorized staff to utilize up to \$224,813 in contingency funds for the project. The services being provided include preparation of the four required stages of design documents, through Caltrans approval (35%, 65%, 95%, and 100%), right-of-way certification, utility design coordination, bridge type selection, traffic control plans, regular meetings with City and Caltrans staff, and other tasks as necessary.

During the initial design phase, staff contacted the artist who had recently completed the mural on the Lindero Canyon Overpass in Westlake Village, in order to develop aesthetic enhancements that could be incorporated into the bridge design. After some modifications, the final aesthetic design was approved by the Public Works Subcommittee on November 3, 2016. It should be noted, with the aesthetic enhancements, Parsons will be required to incorporate them into the plans, as well as, performing additional structural design.

As with all projects on the State highway system, agencies are required to enter into cooperative agreements with the State of California outlining each agency's responsibilities as it relates to design, construction, funding, and maintenance of the improvements. Furthermore, a standard requirement in the agreement states the City must construct improvements to the State's most current Standard Specifications. Staff was notified by Caltrans that their Standard Specifications would be updated in December 2016 and all projects must be updated to reflect the changes.

Due to the additional tasks being requested, the \$1,723,567 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 Parsons to complete design and associated tasks related to the construction of the project, staff is seeking approval of an amendment to the agreement to allow for an additional \$455,526 to the existing contract for a revised total of \$2,179,093. The funding for this phase of work will be covered entirely by Measure R Funds that were allocated to the City for this project.

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 Parsons and will continue to work towards completion of the design by October. Understanding that time is of the essence, Parsons has agreed to add language to the amendment stating \$100,000 of design costs shall be withheld if not completed by September 29, 2017, with the understanding payment will not be issued until the plans and specifications have been approved by Caltrans.

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

RECOMMENDATION

Staff respectfully recommends the City Council approve the first amendment to the design professional services agreement with Parsons Transportation, Inc., for engineering services related to the U.S. 101/Palo Comado Canyon Road (at Chesebro) Interchange Project.

Attachment: First Amendment to Agreement with Parsons Transportation, Inc.

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

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| NAME OF CONSULTANT: | Parsons Transportation Group, Inc. |
| RESPONSIBLE PRINCIPAL OF CONSULTANT: | Attn: Sam Ekrami |
| CONSULTANT'S ADDRESS: | 2201 Dupont Drive, Suite 200 Irvine, CA 92612 |
| CITY'S ADDRESS: | City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager |
| PREPARED BY: | Kelly Fisher |
| COMMENCEMENT DATE: | April 24, 2013 |
| TERMINATION DATE: | Upon Completion of US 101/Palo Comado Interchange Project |
| CONSIDERATION: | Amendment Amount: \$455,526 Total Contract Price Not to Exceed: \$2,179,093 |

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF AGOURA HILLS AND PARSONS
TRANSPORTATION, INC.**

U.S. 101/Palo Comado Canyon Road (at Chesebro) Interchange Project

THIS FIRST AMENDMENT is made and entered into as of March 8, 2017, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Parsons Transportation, Incorporated (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 April 24, 2013, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between the City of Agoura Hills and Parsons Transportation Incorporated", in the amount of One Million Seven Hundred Twenty-Three Thousand Five Hundred Sixty-Seven Dollars and Zero Cents (\$1,723,567).

B. B. The parties now desire to revise the agreement to increase the payment amount by Four Hundred Fifty-Five Thousand Five Hundred Twenty-Six Dollars and Zero Cents (\$455,526.00) for a new total agreement amount of Two Million One Hundred Seventy-Nine Thousand Ninety-Three Dollars and Zero Cents (\$2,179,093.00)." and to amend the Agreement as set forth in this Amendment.

2. Subsection A of Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"A. 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 of Four Hundred Fifty-Five Thousand Five Hundred Twenty-Six Dollars and Zero Cents (\$455,526.00), for additional consulting services for a total Agreement amount of Two Million One Hundred Seventy-Nine Thousand Ninety-Three Dollars and Zero Cents (\$2,179,093.00). As provided in Section 20 of this Agreement, time is of the essence as to this Agreement, and therefore, the City shall withhold One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of payment for Consultant's services from the Consultant if final plans and specifications are not completed by September 29, 2017. Consultant shall be entitled to the final \$100,000 payment for Consultant's services within 30 days of the City's receipt of Caltrans' written approval of the final plans and specifications."

3. A new Section 20 ("Time of Essence") is hereby added to the Agreement to read as follows:

"20. TIME OF ESSENCE. Time is of the essence with respect to all provisions within this Agreement."

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

6. 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

CONSULTANT

Denis Weber,
Mayor

Parsons Transportation Group, Inc.
2201 Dupont Drive, Suite 200
Irvine, CA 92612
Attention: Sam Ekrami

ATTEST:

By: _____

Print Name: _____

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

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

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

Candice K. Lee,
City Attorney

ATTACHMENT A

Task A – Management/Coordination/Administration

- Project Meetings
- Schedule Updates
- Coordination/Administration

Task B – Additional Structures Design

- Update bridge design to accommodate architectural concept
- Update contract documents from 2010 Standards to 2015 Standards
- Update bridge barrier from Type 26 to Type 736/SW
- Update sidewalk width on bridge per revised standard
- Incorporate sign support structure at retaining wall No. 12
- Update Structure Foundation Report per new loading

Task C – Additional Architectural Features (not on OC Structure)

- Structural design for architectural features off bridge (i.e. pilasters, entry monument, etc.)
- Incorporate architectural concept into roadway layout plans
- Additional construction details for architectural features

Task D – Incorporate Updated Caltrans Standards

- Update plans from 2010 standards to 2015 standards
- Additional plan sheets per new standards (ADA curb ramp construction details)
- Revise/Resubmit/Prepare new design exception fact sheets per new HDM
- Revise specifications from 2010 standards to 2015 standards

Task E – Additional Construction Support Services

- Additional complexity due to architectural concept
- Additional review submittals, shop drawings, RFI's

ATTACHMENT B

Task A – Additional Project Management/Coordination/Administration (\$35,062)

Task B – Additional Structures Design (\$231,746)

Task C – Additional Architectural Features (not on OC Structure) (\$62,975)

Task D – Incorporate Updated Caltrans Standards (\$84,693)

Task E – Additional Construction Support Services (\$41,050)

Total of Tasks A through E = \$455,526