

## REPORT TO CITY COUNCIL

**DATE:** MARCH 27, 2019

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

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

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

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At the City Council meeting on April 24, 2013, Parsons Transportation Group, Inc., (Parsons) was awarded an agreement in the amount of \$1,723,567 to provide professional engineering services for the U.S. 101/Palo Comado Canyon Road (at Chesebro) Interchange Project. The funding for this is covered entirely by Measure R and Measure M Funds that were allocated to the City for this project. The scope of work included bridge and utility design, right of way certification, and construction engineering.

On March 8, 2017, the Council approved the first amendment to the agreement in the amount of \$445,526. These funds were used to incorporate the final aesthetic enhancements into the bridge design, perform additional structural design, and to update the bid package to reflect the most current Caltrans Standard Specifications.

Following approval of the first amendment, Caltrans required additional environmental studies and reports, which consequently will cause the budget originally approved as part of the agreement to be exhausted by the end of March. It is crucial for Parsons to assist 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, Parsons is the original design engineer for the project and will ultimately be responsible for providing the City and Caltrans with "As Built" plans when the project is completed.

Based on Section 4 of the Agreement, any additional compensation requires approval by the City Council. In order for Parsons to continue providing construction engineering services, and complete the as-built drawings and associated tasks related to the closeout of the project, staff is seeking approval of a second amendment to the agreement to allow for an additional \$150,000 (6.9%) to the existing contract, for a revised total of \$2,169,093. The proposed cost adjustment is still within the approved project budget.

The scope of work and all other 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 interchange construction.

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

## **RECOMMENDATION**

Staff recommends the City Council approve the second amendment to the agreement with Parson Transportation Group, Inc., for the U.S. 101/Palo Comado Canyon Road (at Chesebro) Interchange Project to allow for an additional \$150,000 to the contract costs.

Attachment: Second Amendment to Agreement

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

<b>NAME OF CONSULTANT:</b>	Parsons Transportation Group, Inc.
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	Attn: Sam Ekrami
<b>CONSULTANT'S ADDRESS:</b>	2201 Dupont Drive, Suite 200 Irvine, CA 92612
<b>CITY'S ADDRESS:</b>	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
<b>PREPARED BY:</b>	Kelly Fisher
<b>COMMENCEMENT DATE:</b>	April 24, 2013
<b>TERMINATION DATE:</b>	December 31, 2021
<b>CONSIDERATION:</b>	Amendment Amount: \$150,000  Total Contract Price Not to Exceed: \$2,329,093

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

THIS SECOND AMENDMENT is made and entered into as of the 27th day of March, 2017, by and between the City of Agoura Hills, a municipal corporation ("City"), and Parsons Transportation Group, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Second 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 Group, Inc." in the amount of \$1,723,567 ("Agreement").

B. On March 8, 2017, entered into the "First Amendment to Agreement between the City of Agoura Hills and Parsons Transportation Group, Inc." to increase the Agreement payment amount by \$455,526 for a total Agreement amount of \$2,179,093.

C. Both parties now desire to extend the term of the Agreement to December 31, 2021, and to increase the agreement payment amount by \$150,000 for additional hours required for construction engineering services for a total Agreement amount of \$2,329,093.

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

**SECTION 1.** Section 1 ("Term") of the Agreement is hereby amended to read as follows:

"1. **TERM.** This Agreement shall commence on February 28, 2013, and shall remain and continue in effect upon completion of all tasks described herein, but in no event later than December 31, 2021, unless sooner terminated pursuant to the provisions of this Agreement."

**SECTION 2.** Paragraph A of Section 4 ("Payment") of the Agreement 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 Four Hundred Fifty-Five Thousand Five Hundred Twenty-Six Dollars and Zero Cents (\$455,526.00). The Second Amendment amount shall not exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) 000 for additional hours required for construction engineering services related to the U.S.101/Palo Comado Canyon Road (at Chesebro) Interchange Project for a total Agreement amount of Two Million, Three Hundred Twenty-Nine Thousand, Ninety-Three Dollars and Zero Cents. (\$2,329,093.). The City shall not pay to Consultant a total amount exceeding Two Million, Three Hundred Thousand, Two Million, Three Hundred Twenty-Nine Thousand, Ninety-Three Dollars and Zero Cents (\$2,329,093.) unless additional payment is approved as provided in this Agreement.”

**SECTION 5.** Exhibit “A” (Tasks to be Performed) of 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.

**SECTION 6.** Except for the changes specifically set forth in this Second Amendment, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

**SECTION 7.** The Recitals are incorporated herein as though set forth in full.

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

**CITY OF AGOURA HILLS**

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Linda Northrop  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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Candice K. Lee,  
City Attorney

**Parsons Transportation Group, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

## **ATTACHMENT A**

Additional hours requested to complete the following tasks:

### **Task 1. Construction Support Services**

- A. Consultant shall work closely with City's Resident Engineer (RE) to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.
- B. Consultant shall attend public workshops as requested by City.
- C. Consultant shall review all submittals and shop drawings in accordance with the Caltrans Construction Manual, Local Agency Structure Representative Guidelines, and the Construction Manual Supplement for Local Resident Engineers.
- D. If requested by City, Consultant shall prepare additional drawings and change order supporting documents. Any such additional drawings constitute extra work, therefore, prior approval from City is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval shall be at the Consultant's risk and expense.
- E. Consultant shall visit the job site as requested by the City.
- F. Consultant shall draft responses to contractor inquiries and RFI as requested by the RE.
- G. Consultant shall review proposed change orders and draft change order language as requested by the RE.
- H. Consultant shall be responsible for incorporating as-builts into the PS&E.

### **Task 2. Project Closeout**

- A. After construction, Consultant shall provide all final construction project records in accordance with Caltrans requirements. Records shall include, but not necessarily limited to design survey records. Including legible hard copies and electronic files, recorded monuments, and post audits. Consultant shall maintain all project records in accordance with the Caltrans Uniform Filing System.
- B. Consultant shall provide all pertinent project records to City and Caltrans. Documents shall be organized in accordance with the Caltrans Uniform Filing System.
- C. In accordance with the Professional Land Survey Act, Consultant shall review monument surveys for the project right-of-way. Consultant shall also review mapping and documentation for all recorded monuments associated with the project. Monumentation shall include all local street controls established/re-established. Contractor is responsible for re-establishing monuments and updating the Hard Copy Base Map.
- D. Contractor shall supply Caltrans Survey all field survey information/mapping related to the final alignments (mainline freeway, arterial streets, and ramps).

## **ATTACHMENT B**

Task 1 – Additional Construction Support Services (\$35,062)

Task 2 – Project Closeout (\$25,000)

Total of Tasks 1 and 2 = \$150,000