

## REPORT TO CITY COUNCIL

**DATE: DECEMBER 8, 2021**

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

**FROM: NATHAN HAMBURGER, CITY MANAGER**

**BY: KELLY FISHER, ACTING DIRECTOR OF PUBLIC WORKS**

**SUBJECT: REQUEST TO APPROVE A SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH WILLDAN ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE ROADSIDE DRIVE BRIDGE WIDENING PROJECT**

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On June 13, 2012, Willdan Engineering (Willdan) was awarded an agreement in the amount of \$402,339 to provide professional engineering services for the Roadside Drive Bridge Widening Project. The funding for this is covered entirely by Highway Bridge Program (HBP) Funds and toll credits that were allocated to the City for this project. The scope of work includes bridge and utility design, completion of the environmental documents, right of way certification, and construction engineering.

On April 28, 2021, the City Council approved the first amendment to the agreement in the amount of \$140,329. These funds were used to provide additional environmental studies and reports, as well as unforeseen utility and right-of-way coordination. In addition, staff requested aesthetic enhancements along the project area be incorporated within the design plans.

Following approval of the first amendment, staff requested additional administrative services, which consequently will cause the budget originally approved as part of the agreement to be exhausted by the end of January. It is crucial for Willdan 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, Willdan 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.

Based on Section 5 of the Agreement, any additional compensation exceeding the City Manager's authority requires approval by the City Council. In order for Willdan 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 \$54,154 to the existing contract, for a revised total of \$596,822. The proposed cost adjustment is still within the approved project budget, and no additional City funding is required.

The scope of work and all other terms of the agreement are not expected to change and remain the same as previously approved.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the Second Amendment to the Agreement for Consultant Services with Willdan Engineering for engineering services related to the Roadside Drive Bridge Widening Project.

Attachment: Second Amendment to Agreement for Consultant Services

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

NAME OF CONSULTANT: Willdan Engineering

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Roxanne Hughes

CONSULTANT'S ADDRESS: 374 Poli Street, #101  
Ventura, CA 93001-2605

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

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: June 13, 2021

TERMINATION DATE: Upon Completion of the  
Roadside Drive Bridge Widening  
Project

CONSIDERATION: Amendment Amount: \$54,154

Total Contract Price  
Not to Exceed: \$596,822

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND WILLDAN ENGINEERING**

**Roadside Drive Bridge Widening Project**

THIS SECOND AMENDMENT is made and entered into as of December 8, 2021, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Willdan Engineering, a 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 13, 2012, the City and Consultant entered into that certain Agreement entitled "Agreement for construction management services", in the amount of Four Hundred Two Thousand Three Hundred Thirty Nine Dollars and Zero Cents (\$402,339.00).

b. On April 28, 2021, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for construction management services," to add scope of work, and increase the payment in the amount of One Hundred Forty Thousand Three Hundred Twenty Nine Dollars and Zero Cents (\$140,329.00).

c. The parties now desire to add scope of work, and increase the payment in the amount of Fifty Four Thousand One Hundred Fifty Four Dollars and Zero Cents (\$54,154.00), and to amend the Agreement as set forth in this Amendment.

2. 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 Second Amendment amount shall not exceed Fifty Four Thousand One Hundred Fifty Four Dollars and Zero Cents (\$54,154.00), for additional professional engineering services for a total Agreement amount of Five Hundred Ninety Six Thousand Eight Hundred Twenty Two Dollars and Zero Cents (\$596,822.00)."

3. Exhibit "A" 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.

4. 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 Second Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Denis Weber,  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CONSULTANT**

Willdan Engineering  
374 Poli Street, #101  
Ventura, CA 93001-2605  
Roxanne Hughes  
805-653-6597

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

Print Name: Vanessa Munoz

Title: President

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

Print Name: KATE ROBERTS

Title: SECRETARY

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

## ATTACHMENT A

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



November 18, 2021(Revised)

Mr. Kelly Fisher, PE,  
Public Works Project Manager  
City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301

**Subject: City of Agoura Hills - Roadside Drive Bridge Widening Project  
Additional Services Proposal for Bid award assistance and  
construction administration support services**

Dear Mr. Fisher:

Willdan is pleased to submit our proposal to provide additional professional administrative services for the subject project related to contract award, federal compliance, invoicing, and project closeout.

The following will outline our proposed scope of work and fee for the requested services:

## **SCOPE OF WORK**

### Task 1 - Award

1. Ensure the City submits a copy of the Notice of Award or Notice to Proceed to the Caltrans DLAE and a copy of the Notice of Pre-construction Meeting to Mr. Eric Samaniego at Caltrans (213-897-2959) or the Caltrans DLAE.
2. Prepare LAPM Exhibits 15-C *Local Agency Project Advertising Checklist* and 15-I *Local Agency Bid Opening Checklist* for the project file.
3. Based on the low bid, prepare LAPM Exhibits: 15-L *Local Agency Contract Award Checklist*, 15-M *Detail Estimate and Summary*, 15-B *Resident Engineer's Construction Contract Administration Checklist*, and 3-A *Project Authorization/Adjustment Request* if making an adjustment to the Finance Letter.

### Task 2 - DBE Commitment

1. Submit documents to the Caltrans DLAE within 60 days of award along with the following items provided by the City/Construction Manager: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, as-advertised plans and

specifications, and LAPM Exhibits: 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)*, 15-H *Good Faith Effort*, and 9-E *Evaluation of Good Faith Effort Memo*.

Task 3 - Progress Invoicing

1. Verify that the City executed the Program Supplement Agreement and transmit it with a certified resolution to Caltrans (Sacramento) for their execution.
2. For federal funded projects using federal funds for construction engineering, verify that the City has submitted to Caltrans copies of LAPM Exhibits: 10-O1 *Local Agency Proposer DBE Commitment (Consultant Contracts)* and 10-O2 *Local Agency Proposer DBE Information (Consultant Contracts)* for all A&E consultant contracts prior to award or after contract award but not later than the first invoice for construction engineering.
3. Verify that the City completed Exhibit 10-C *A&E Consultant Contract Database* online for all A&E consultant contracts prior to award or after contract award but not later than the first invoice for construction engineering.
4. For A&E consultant contracts over \$150,000 verify that the City has submitted LAPM Exhibit 10-K *Consultant Certification of Contract Costs and Financial Management System* to Caltrans IOAI.
5. Monitor the Caltrans Local Assistance website for City projects with inactive obligations and notify City staff.
6. Prepare and submit to the Caltrans DLAE quarterly or at least once every 6 months including LAPM Exhibit 5-A *Local Agency Invoice* based on the following items provided by the City: consultant invoices, contractor's contract progress reports, and copies of cancelled checks. We have assumed 4 submittals.

Task 4 - Final Invoice, & Final Report of Expenditures

1. If needed, prepare and submit to the Caltrans DLAE for approval a request for post-award adjustments to the Finance Letter prior to submitting the Final Invoice, including revised LAPM Exhibits: 3-A *Project Authorization/Adjustment Request* and 17-E *Change Order Summary* based on the final construction and consultant costs.
2. Prepare LAPM Exhibits: 17-A *Federal Report of Expenditures Letter* and the *Report of Expenditures Checklist*, 17-C *Local Agency Final Inspection Form*, 17-G *Materials Certificate* for Resident Engineer's signature, 5-A *Local Agency Invoice*, 15-M *Final Detail Estimate and Summary*, and 17-E *Change Order Summary* based on the following items provided by the City: consultant final invoices, contractor's final contract progress report, release of retention payment, and copies of cancelled checks.





3. For projects involving structures, obtain from the Construction Manager copies of the completed LAPM Exhibits: 17-I *Completion of Structures Cover Letter* and 17-J *Report of Completion of Structures* prepared by a Structural Engineer.
4. For projects with right of way expenditures, obtain from the Construction Manager a copy of the completed LAPM Exhibit 17-K *Report of Completion of Right of Way Expenditures*.
5. Obtain the following completed items from the City/Construction Manager: LAPM Exhibit 17-F *Final Report - Utilization of DBE, First Tier Subcontractors* and LAPM Exhibit 17-O *DBE Certification Status Change*.
6. Obtain the following completed items from the City/Construction Manager: LAPM Exhibit 17-F1 *Final Report - Utilization of DBE for On-call Contracts* for all A&E on-call consultants.
7. Willdan will prepare Structure Forms for the project closeout.
8. Submit documents to the Caltrans DLAE to initiate timely project closure and payment.

Task 5 - Labor Compliance

1. Reviewed and updated federal labor compliance components of project specifications to ensure adherence to current labor regulations and requirements.
2. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
3. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
4. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
5. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
6. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
7. Maintain content and format of federal labor compliance file in conformance with



applicable government requirements.

8. Coordinate project file reviews by authorized county, state, and federal agencies.
9. Submit complete federal labor compliance file to City for retention.

Task 6 - Temporary Easement Extension

The City entered into a Temporary construction easement right of way contract with Conejo UStore It and Roadside Lumber property and the contract will be terminated on March 21, 2021, and April 10, 2021, respectively. The contract will have to be extended the third time for the construction activities and Willdan will support the City with the extension of the easement.

Task 7 - HBP Cost Change Request

The contract award including Construction Management Contract exceeded the authorized funds. Willdan will assist the City in preparing and submitting *Local Assistance Program Guidelines (LAPG) Form 6D HBP Scope/Cost/Schedule Change request* to request additional funds.

**ASSUMPTIONS AND EXCLUSIONS**

1. City's construction management consultant will perform the Bid analysis.
2. City's construction management consultant will verify applicable wage determination.
3. City's construction management consultant will verify eligibility of selected contractor and its subcontractors.
4. We assume 4 quarterly submittals over the 10 month construction period.
5. City will pay Right of Way easement compensation if needed.

**PROPOSED FEE**

Our proposed not to exceed fee for the scope of work outlined above is **\$54,154**.

Task	Deliverable	Amount
Task 1	Award of Contract (AOC) Assistance	\$ 3,600.00
Task 2	DBE Commitment	\$ 2,160.00
Task 3	Progress Invoicing	\$ 10,584.00
Task 4	Final Invoice, & Final Report of Expenditures	\$ 16,848.00
Task 5	Labor Federal Compliance	\$ 13,392.00
Task 6	TCE Extension	\$ 1,450.00
Task 7	HBP Scope/Cost/Schedule Change Request	\$ 6,120.00
<b>Total</b>		<b>\$ 54,154.00</b>

Thank you for this opportunity to be of continuing service to the City of Agoura Hills. We

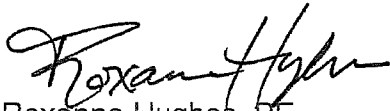
City of Agoura Hills

November 18, 2021 (Revised)

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recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Should you have any questions regarding this proposal, please contact me at (805) 890-8885 or [rhughes@willdan.com](mailto:rhughes@willdan.com).

Respectfully submitted,  
**Willdan Engineering**



Roxanne Hughes, PE

Deputy Director of Engineering

