

REPORT TO CITY COUNCIL

DATE: MAY 11, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: REQUEST TO APPROVE THE THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH MNS ENGINEERS, INC., FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE U.S. 101/PALO COMADO CANYON ROAD (AT CHESEBRO) INTERCHANGE PROJECT

At the City Council meeting on February 28, 2018, the City Council awarded a consultant services agreement to MNS Engineers, Inc. (MNS), in the amount of \$2,309,514 in order to provide construction management services related to the U.S.101/Palo Comado Canyon Road (at Chesebro) Interchange Project.

The scope of work for the project includes:

- Constructability review of plans and specifications (Pre-Construction)
- Bid assistance and management
- Provide contract administration
- Provide public outreach
- Ensure compliance with all Caltrans/Federal requirements
- Ensure various permit compliance
- Coordination with utility companies
- Coordinate execution of contract and provide schedule monitoring
- Ensure proper progress payments by contractor
- Provide change order management
- Provide construction observation, inspection, and material/soil testing
- Review contractor traffic plans and handling
- Conduct weekly progress meetings
- Provide final punch list, as-built drawings, and ensure project closeout
- Provide claims assistance, if necessary.

Following the approval of the original agreement, Caltrans required additional environmental studies and reports which, consequently, delayed the start of the project by approximately eight (8) months. On November 10, 2020, the Council approved the first amendment to the agreement that extended the agreement through June 30, 2021.

On April 14, 2021, the City Council approved the second amendment to the agreement in the amount of \$142,579. These funds were necessary to complete additional work requested by the City which extended the completion of the project by several months.

During a recent site inspection, staff observed deficiencies that will need to be addressed by the contractor prior to filing the notice of completion for the project. Specifically, various trees and plants that haven't survived will need to be replaced as soon as possible. In addition, the contractor will repair a section of concrete that is spalling along the southbound bridge deck.

Due to additional work being requested by the City, MNS is requesting additional compensation to cover their costs during the extended period of construction in order to complete all the necessary tasks. Based on Section 5 of the Agreement, any additional compensation requires approval by the City Council. In order for MNS to complete the construction management and associated tasks related to the project, staff is seeking approval of an amendment to the agreement to allow for an additional \$32,830 to the existing contract for a revised total of \$2,484,923. The proposed cost adjustment is still within the approved project budget, and will be paid entirely with the Measure M Funds that were allocated to the City for this project.

With construction having been substantially completed, staff is currently closing out the project per Caltrans requirements. With the plant establishment period set to expire in August 2022, staff is recommending that the agreement with MNS be extended through September 1, 2022.

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 MNS and will continue to work towards closing out the project.

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

RECOMMENDATION

Staff respectfully recommends the City Council approve the Third Amendment to the Consultant Services Agreement with MNS Engineers, Inc., for construction management services related to the U.S.101/Palo Comado Canyon Road (at Chesebro) Interchange Project.

Attachment: Third Amendment to Agreement

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

NAME OF CONSULTANT:	MNS Engineers, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Greg Chelini, P.E.
CONSULTANT'S ADDRESS:	4580 E. Thousand Oaks Blvd. Suite 101 Westlake Village, CA 91362
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	March 1, 2018
TERMINATION DATE:	September 1, 2022
CONSIDERATION:	Amendment Amount: \$32,830 Total Contract Price Not to Exceed: \$2,484,923

**THIRD AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND MNS ENGINEERS, INC.**

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

THIS THIRD AMENDMENT is made and entered into as of May 11, 2022, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and MNS Engineers, Inc., 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 March 1, 2018, the City and Consultant entered into that certain Agreement entitled "Agreement for construction management services", in the amount of Two Million Three Hundred Nine Thousand Five Hundred Fourteen Dollars and Zero Cents (\$2,309,514).

b. On November 10, 2020, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for construction management services" to extend the term of the agreement to June 31, 2021.

c. On April 14, 2021, the City and Consultant entered into the Second Amendment to that certain Agreement entitled "Agreement for construction management services" to add scope of work, extend the term of the agreement to July 31, 2021, increase the payment in the amount of One Hundred Forty Two Thousand Five Hundred Seventy Nine Dollars and Zero Cents (\$142,579.00).

d. The parties now desire to add scope of work, extend the term of the agreement to September 1, 2022, increase the payment in the amount of Thirty Two Thousand Eight Hundred Thirty Dollars and Zero Cents (\$32,830.00), 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 September 1, 2022 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 Third Amendment amount shall not exceed Thirty Two Thousand Eight Hundred Thirty Dollars and Zero Cents (\$32,830.00), for additional construction management services

for a total Agreement amount of Two Million Four Hundred Eighty Four Thousand Nine Hundred Twenty Three Dollars and Zero Cents. (\$2,484,923.00).”

4. 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.

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

CITY OF AGOURA HILLS

CONSULTANT

Deborah Klein Lopez,
Mayor

MNS Engineers, Inc.
4580 Thousand Oaks Blvd. Suite 101
Westlake Village, CA 91362
Greg Chelini, P.E.
805-648-4840

ATTEST:

By: _____

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

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

Candice K. Lee,
City Attorney

ATTACHMENT A

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

**Remaining CM & Inspection Services for
Palo Comado Canyon Road Interchange Project
City of Agoura Hills**



PHASE	2021		2022												PHASE COST		
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec			
Pre-Construction																	\$ -
Construction																	\$ 29,070.00
Closeout																	\$ 3,760.00

PHASE	2021		2022												TOTAL HOURS	HOURLY RATE	TOTAL COST		
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec					
CONSTRUCTION MANAGEMENT																			
Project Manager																	0	250.00	\$ -
Resident Engineer/SR																	0	225.00	\$ -
Lead Inspector								40									40	168.00	\$ 6,720.00
Landscape Inspector							18	18	18	18	18						90	175.00	\$ 15,750.00
Office Engineer							12	16	12	12	8						60	110.00	\$ 6,600.00
CONSTRUCTION MANAGEMENT SUB-TOTAL	0	0	0	0	0	0	30	74	30	30	26	0	0	0	0	0	190		\$ 29,070.00
PROJECT CLOSEOUT																			
Project Manager											8						8	250.00	\$ 2,000.00
Lead Inspector																	0	168.00	\$ -
Office Engineer											16						16	110.00	\$ 1,760.00
PROJECT CLOSEOUT SUB-TOTAL	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	24		\$ 3,760.00
TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	214		\$ 32,830.00

Direct Expenses	TOTAL COST
Direct Expenses	\$ -
SUB-TOTAL	\$ -

Sub Consultants	TOTAL COST
Materials Testing	
Source Inspection	
Public Relations	
SUB CONSULTANTS SUB-TOTAL	\$ -

CONSTRUCTION PHASE TOTAL	\$ 32,830.00
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- Notes:**
1. Used an average of 172 hours per month based upon 8 hour working da
 2. Based upon a plant establishment completion of August 2022, and final closeout period of 1 month.
 3. Assume City will perform Plant Establishment inspections.