

REPORT TO CITY COUNCIL

DATE: MARCH 9, 2011

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO ADEVA, CITY ENGINEER

SUBJECT: APPROVAL OF ADDITIONAL SERVICES FOR DESIGN OF STREET LIGHTING PLANS AND ADDITIONAL GEOTECHNICAL SERVICES FOR THE AGOURA ROAD WIDENING PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.

The City has a consultant services agreement with Kimley-Horn and Associates, Inc., for engineering design services for the ultimate alignment and build-out of Agoura Road, from the westerly city limits to Cornell Road. Complete design of lighting plans for Agoura Road was included as part of this agreement, but only within the Agoura Village Specific Plan (Kanan Road to Cornell Road).

As the City has moved forward with the design of the Agoura Road Widening Project (Project), the running and cycling communities have made inquiries regarding the street lighting along the entire Agoura Road Project corridor. The build-out of Agoura Road, into a four-lane roadway with sidewalks and a Class II bike lane, will ultimately increase multi-modal use of this corridor, not just vehicular.

On February 15, 2011, staff presented the Public Works Subcommittee with the issue of Street Lighting on Agoura Road for discussion. The Public Works Subcommittee was supportive of having street lighting on Agoura Road. Staff was also directed to provide alternative design options that would give the City the best balance of having street lights, while still maintaining the rural feel of Agoura Road without lighting up Ladyface Mountain. The alternative design options would also need to provide a seamless transition between the lighting proposed for Agoura Village while setting the City apart from neighboring cities. Staff plans on having at least three (3) alternative lighting design options to present to the City Council during the Budget Workshop later this month.

The project also required additional geotechnical services. As part of the Project, Canwood Street was included for rehabilitation, from Reyes Adobe Road to just 650-feet east of Forest Cove Lane. During the geophysical survey of the Project area, unknown subsurface features were found. To provide safe access and avoid conflict for soil boring activities, additional related geotechnical services were required.

Based on Section 5 of the Agreement, additional work over ten percent (10%) of the contract amount must be approved by City Council. The Agreement amount is \$536,020.00. The additional services for design of lighting plans along the entire project area are in the amount of \$46,740.00 and the additional geotechnical investigation is \$9,500.00. This total additional services request is in the amount of \$56,240.00, which is just over 10% of the total contract amount. Both design and construction of the Agoura Road Widening Project will be funded through Measure R.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the first amendment to the professional services agreement with Kimley-Horn and Associates, Inc.
2. Authorize the Mayor to sign the first amendment to agreement on behalf of the City Council.

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

NAME OF CONSULTANT: Kimley-Horn and Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Jean Fares, PE, Vice President

CONSULTANT'S ADDRESS: 5550 Topanga Canyon Blvd. Ste 250
Woodland Hills, CA 91367

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

PREPARED BY: Charmaine Yambao

COMMENCEMENT DATE: September 1, 2010

TERMINATION DATE: June 30, 2012

CONSIDERATION: Contract Price
Not to Exceed: \$56,240.00

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the 9th day of March, 2011, by and between the City of Agoura Hills, a municipal corporation ("City") and Kimley-Horn and Associates, Inc. ("Consultant") and with respect to the following recitals:

A. The Agreement is for engineering design services agreement for the ultimate alignment and build-out of Agoura Road, from Western City Limits to Cornell Road, and the rehabilitation of Canwood Street, from Reyes Adobe to approximately 650 feet east of Forest Cove Lane.

B. The Agreement is in the amount of \$536,020.00 and any additional services exceeding 10% of the total contract price requires City Council approval.

C. Exhibit A of the Agreement set forth and provided description of detailed services and tasks for the Contractor to complete.

D. The scope of work set forth in said Exhibit A, included complete design of lighting plans for Agoura Road, but only within the Agoura Village Specific Plan (Kanan Road to Cornell Road).

E. As the City moved forward with the design, the improvements proved to ultimately increase multi-modal use of the project corridor, not just vehicular. The determination was made that lighting plans would be needed along the entire length of Agoura Road to provide safe access for all users along this corridor. In addition, the lighting plan shall provide the City with street lighting, yet maintain the rural feel of Agoura Road.

F. Additionally, as set forth in said Exhibit A, geotechnical services were included as part of the design for rehabilitation of Canwood Street. Potential subsurface features were found and to be unknown. To provide safe access and avoid conflict for soil boring activities, additional related geotechnical services were required.

G. The First Amendment to the Agreement is in the amount of \$56,240.00, which exceeds 10% of the total contract price and requires City Council approval. Of the \$56,240.00, \$46,740.00 is the fee for the street lighting design and \$9,500.00 is for the additional geotechnical services.

H. The City and Consultant now wish to modify the Agreement to include additional services for complete design of street lighting plans on Agoura Road, from Westerly City Limits to Kanan Road and additional geotechnical services for Canwood Street, from Forest Cove Lane to 650 feet east of Forest Cove Lane.

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

SECTION 1. The Agreement is hereby amended to read as follows:

Additional Scope of Services is added to the Agreement as attached Exhibit A1 and A2. Exhibit A1 shall cover the services required for complete design of street lighting plans on Agoura Road. Exhibit A2 shall cover the services required for the additional geotechnical services on Canwood Street.

SECTION 2. All other provisions of the Agreement remain unchanged.

SECTION 3. The Recitals are incorporated herein as though set forth in full.

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

CITY OF AGOURA HILLS

Harry Schwarz
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
City Attorney

Kimley-Horn and Associates, Inc.

By: _____
Name:
Title:

By: _____

Name: _____
Title:

[*Signatures of Two Corporate Officers Required]

Exhibit A1

SCOPE OF SERVICES

The Scope of Services described below is based on the Consultant's letter proposal, dated December 21, 2010.

The consultant's services shall include, but not be limited to, the following:

Consultant shall prepare a Plans, Specifications and Estimate (PS&E) package for the street lighting design along Agoura Road from Kanan Road intersection to Western City Limits. These plans will be added to the current tasks and plans as described and set forth in Exhibit A of the Agreement.

Task 1 –Data Collection

Consultant shall conduct one field visit to assess the survey information and to document existing visible site conditions related to street lighting design.

Task 2 –50% PS&E Documents

Consultant shall provide the following services during the 50% PS&E phase for the project:

2.1 - 50% PS&E Documents: The following sheets shall be added to the current contract during this phase:

- **Street Lighting Plans (7 sheets):** Prepare street lighting layout plans at a scale of 1"=40' for Agoura Road from Kanan Road Intersection to the western City limits. The street lighting layout shall be prepared in accordance with the Los Angeles County Standards. Available power for the new circuit is assumed to be located within 200 feet of the street realignment and shall be outlined in for connection per a note on the plans. Circuit load calculations and diagram shall be included.
- **Street Lighting Photometrics Plans (7 sheets):** Prepare street lighting photometrics at a scale of 1"=40' for Agoura Road from Kanan Road Intersection to the western City limits. The photometrics shall present the illumination and uniformity of the street lighting layout. The photometric analysis shall be performed using the AGI32 Lighting Analysis software and prepared in accordance with the lighting levels recommended by the Illuminating Engineering Society (I.E.S.).

2.2 Quality Control/Quality Assurance – Perform on-going quality assurance/quality control (QA/QC) review of documents prepared under this task. Quality control shall be conducted by a senior team member not associated with the project. *Deliverable: 5 sets of 50% PS&E Plans (2 sets of hard copies and pdf)*

Task 3.0 – 90% PS&E Documents

Consultant shall respond to a consolidated set of comments on the 50% PS&E Documents provided by the City. KHA shall provide the following services during the 90% PS&E phase for the project:

3.1 - 90% PS&E Documents: The following sheets shall be updated during this phase and advance the design to a 90% level of completion:

- **Street Lighting Plans** – Update street lighting plans based on the comments received on 50% PS&E.
- **Street Lighting Photometrics Plans** – Update street lighting photometric plans based on the comments received on 50% PS&E.

3.2 Quality Control/Quality Assurance – Perform on-going quality assurance/quality control (QA/QC) review of documents prepared under this task. Quality control shall be conducted by senior management involved with the project along with other senior individual(s) within the team, not associated with the project.

3.3 Opinion of Probable Construction Cost – Supplement the engineer’s opinion of probable construction cost being prepared as a part of the original contract with the additional street lighting design. Coordinate with the City and base this opinion on actual bid prices for recent projects that involved similar construction, when applicable. *Deliverables: 5 sets of 90% PS&E Plans, technical specifications, and engineer’s opinion of probable construction cost.*

Task 4.0 – 100% PS&E Documents

Consultant shall respond to a consolidated set of minor comments on the 90% PS&E Documents provided by the City for the final 100% PS&E documents. *Deliverables: 1 set final of Mylar plans, technical specifications, and engineer’s estimate of construction cost.*

Task 5.0 – Project Meetings and Coordination

5.1 Project Meetings – Meetings will be per the original contract.

5.2 Project Management and Coordination – Provide project management and coordination with City staff, sub-consultants, Los Angeles County, and other utility agencies for the street lighting design.

5.3 Project Schedule – Consultant anticipates that the original schedule may need to be extended to complete this additional scope of services. Consultant shall complete these services based upon a mutually agreed upon schedule.

5.4 Project Submittals – KHA will coordinate and provide submittal packages per the original contract.

Exhibit A2

SCOPE OF SERVICES

The Scope of Services described below is based on the Consultant's letter proposal, dated January 18, 2011.

The Consultant's services shall include, but not be limited to, the following:

Air-Knife operation and related geotechnical services were required to verify the potential subsurface features found during the geophysical survey for Canwood Street. This operation provided verification of potential conflict and allowed boring activities to continue on Canwood Street without delay to the project schedule.

1. **Air Knifing** - The Air-Knife operation shall be used to remove the first five feet of subsurface material at each of the proposed boring locations (Borings B-4 through B-8), in order to clear a safe path for the Hollow-Stem Auger drill rig to continue downward drilling to the proposed completion depth of each boring. The Air Knife rig shall be used to pothole up to two additional small diameter boreholes to a maximum depth of approximately 5 feet each in other areas of the street within the limits of the Ground Penetrating Radar (GPR) signatures. The purpose of these potholes shall be used to attempt identification of the unknown GPR anomalies.
2. **Drilling & Traffic Control** – Additional day of drilling and traffic control shall be performed upon completion of Air Knifing operation and coordination with the City on site access, permit restrictions, and construction activities by other City contractors.
3. **Field Work Management and Coordination** – Subconsultant will coordinate with the Air Knifing sub-consultant to manage the field work and provide coordination with Consultant and the City.