

REPORT TO CITY COUNCIL

DATE: MAY 11, 2011

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO ADEVA, CITY ENGINEER

SUBJECT: REQUEST TO APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH STV INCORPORATED FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO THE U.S. 101/REYES ADOBE ROAD INTERCHANGE PROJECT

At the City Council meeting on March 25, 2009, STV Incorporated was awarded an agreement to provide construction engineering services for the U.S. 101/Reyes Adobe Road Interchange Project. The engineering services being provided are crucial in assisting staff during the construction phase of the project to ensure any design changes that occur during the project do not negatively affect the integrity of the approved plans. In addition, STV Incorporated 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. On June 23, 2010, the Council approved the first amendment to the agreement, which only extended the agreement through June 30, 2011.

Because extra tasks were added to the Scope of Work, the original approved fee of \$360,000 is expected to be exhausted by the end of May. Based on Section 4 of the Agreement, any additional compensation requires approval by the City Council. In order for STV Incorporated to complete the as-built drawings, as well as the extra tasks related to the closeout of the project, staff is seeking approval of a second amendment to the agreement to allow for an additional \$36,000 (10%) to the existing contract, for a revised total of \$396,000. 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 STV Incorporated and will continue to work towards completion of the interchange construction.

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

RECOMMENDATION

Staff recommends the City Council approve the second amendment to the agreement with STV Incorporated for the U.S. 101/Reyes Adobe Road Interchange Project to allow for an additional \$36,000 to the contract costs.

Attachment: Second Amendment to Agreement

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

NAME OF CONSULTANT:	STV Incorporated
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Tim McGrady
CONSULTANT'S ADDRESS:	1055 W. Seventh Street, Suite 3150 Los Angeles, CA 90017
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	March 25, 2009
TERMINATION DATE:	June 30, 2011 or upon completion of the US 101/Reyes Adobe Road Interchange Project
CONSIDERATION:	Contract Price Not to Exceed: \$396,000/yr

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of the 11th day of May, 2011, by and between the City of Agoura Hills, a municipal corporation (“City”) and STV Incorporated (“Consultant”) and with respect to the following recitals:

A. On March 25, 2009, the City and Consultant entered into that certain Agreement entitled “Agreement with the City of Agoura Hills and STV, Inc. for Professional Engineering Services” in the amount of \$360,000 (“Agreement”).

B. On July 1, 2010, the City and Consultant entered into the First Amendment to the Agreement to amend Section 1 extending the termination date of said Agreement to June 30, 2011, or upon completion of the U.S.101/ Reyes Adobe Interchange Project.

C. Both parties mutually agree to revise the contract price of original Agreement from \$360,000 to an adjusted amount not to exceed \$396,000.

D. Such contract price adjustment shall be at the same conditions as set forth in the original Agreement which commenced on March 25, 2009, and the First Amendment to the Agreement dated July 1, 2010.

E. The City and Consultant now wish to modify the Agreement to revise the contract price of the Consulting Agreement not to exceed \$396,000 for work related to the U.S. 101/ Reyes Adobe Road Interchange Project.

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

SECTION 4. The Agreement is hereby amended to read as follows:

“4. PAYMENT. A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as 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. This amount shall not exceed \$396,000 (“Contract Price”) for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.”

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 Second 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

STV Incorporated

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signatures of Two Corporate Officers Required]