SUMMARY

Staff recommends that the City Council move to approve an Amendment to the Professional Services Agreement with RKA Consulting Group for professional engineering services to extend the contract time and include construction management for the San Gabriel Blvd. at Mission Road Intersection Project and Walnut Grove Ave. at Broadway Intersection Project and approve purchase order changes in the amounts of $137,280 and $131,680 respectively.

I. BACKGROUND

In February 2006, the City entered into a multi-year agreement with RKA Consulting Group (RKA) for on-call engineering services. In May 2009, the City issued a notice to proceed with the design of the San Gabriel Blvd. at Mission Road and the Walnut Grove at Broadway intersection projects. For San Gabriel Blvd. at Mission, this design work totals $203,400, and is funded with Gas Tax, Prop C, Development Impact, Measure R, and Waste Management funds. For Walnut Grove at Broadway, the design work totals $202,400, and is funded with Waste Management, Traffic Congestion, Federal (STP-L and SAFETEA-LU), and Gas Tax funds. Through the most recent Capital Improvement Program and budget process, City Council authorized full funding to complete the projects. In addition to installing new traffic signal systems at both intersections, the final designs will include intersection widening, adding lanes, constructing curb ramps that will meet the requirements of the Americans with Disabilities Act, and improvements to the intersection approaches that will improve traffic safety and efficiency.
II. **ANALYSIS**

With the overall scope and depth of the project designed and established, RKA has presented a scope of work and fee proposals to include construction management (quality assurance and control, inspection, testing, surveying, and federal project coordination). The attached Amendment to the Professional Services Agreement extends the time of the agreement to December 31, 2015 and will not increase the project budgets. However, $137,280 for San Gabriel at Mission and $131,680 for Walnut Grove at Broadway of each project’s budget will be used to cover the costs for construction management. The amended contract shall not exceed $341,196 (for San Gabriel at Mission) and $334,080 (for Walnut Grove at Broadway).

Funds for the proposed services are included in the approved FY2013-14 budget.

III. **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve the Second Amendment to the Professional Services Agreement with RKA Consulting Group and authorize the City Manager to execute the Amendment; and
2. Approve purchase order increases in the amount of $137,280 (Purchase Order No. 6359; account numbers 122-800-41-97-707 and 122-800-57-97-707) and in the amount of $131,680 (Purchase Order No. 6360; account numbers 122-800-55-97-706 and 122-800-56-97-706).

**Attachments:** Amendment to the Professional Services Agreement including RKA Proposal and Worksheets (dated February 10, 2014).
SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SAN GABRIEL AND RKA CONSULTING GROUP

This Second Amendment ("Amendment") to the Professional Services Agreement between the City of San Gabriel ("CITY") and RKA Consulting Group ("CONSULTANT") is made by and between the CITY and CONSULTANT as of ________________, 2014. CITY and CONSULTANT are hereinafter collectively referred to as the "parties".

RECITALS

WHEREAS, the parties entered into a Professional Services Agreement ("Agreement") dated February 07, 2006, for the purpose of providing on-call professional civil engineering services; and

WHEREAS, the City Purchase Order No. 6359 for $203,400 for the San Gabriel at Mission Project and Purchase Order No. 6360 for $202,400 for the Walnut Grove at Broadway Project ("Projects") and issued Notices to Proceed for the Projects in May 2009;

WHEREAS, the parties executed the First Amendment to the Agreement on September 03, 2013, for an increase of $115,280 to the Agreement for the Las Tunas Drive Pavement Rehabilitation Project; and

WHEREAS, the CITY now wishes to amend the Agreement to extend the duration and increase the contract amount to provide the additional services described in Exhibit "A".

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. The Agreement is revised to show completion of services by December 31, 2015.

2. The Notice to Proceed dated May 20, 2009 (for San Gabriel at Mission) provides for the CITY to pay the CONSULTANT a sum not to exceed $203,400. This amount shall be increased by $137,280, for a new total not to exceed amount of "$340,680."

3. The Notice to Proceed dated May 20, 2009 (for Walnut Grove at Broadway) provides for the CITY to pay the CONSULTANT a sum not to exceed $202,400. This amount shall be increased by $131,680, for a new total not to exceed amount of "$334,080."
4. All other terms and conditions in the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF SAN GABRIEL

STEVEN A. PRESTON
CITY MANAGER

RKA CONSULTING GROUP

DOMINIC MILANO
PRESIDENT

ATTEST:

ROBERT KRESS
CITY ATTORNEY

APPROVED AS TO FORM:

Exhibit "A": Proposal & Fee Worksheets
RE: PROFESSIONAL ENGINEERING SERVICES - CONSTRUCTION MANAGEMENT AND INSPECTION SCOPE OF WORK FOR; 1) LAS TUNAS DRIVE; 2) SAN GABRIEL BOULEVARD AND MISSION DRIVE; 3) WALNUT GROVE AVENUE AND BROADWAY

Dear Mr. Marciuska:

RKA Consulting Group is thankful for the opportunity to submit this proposal for the construction management and inspection services for the following three projects:

- Street Improvements for Las Tunas Drive (from San Gabriel Boulevard to Muscatel Avenue) – estimated at 90 working days in duration.
- Intersection Improvements for San Gabriel Boulevard and Mission Drive – estimated at 60 working days in duration.
- Intersection Improvements for Walnut Grove Avenue and Broadway – estimated at 45 working days in duration.

Although the three projects will be constructed independently of each other and on different schedules, the scope of work for the three projects will be similar from the construction management standpoint. Therefore, the description of the scope of work that follows will be utilized for all three projects. An individual fee proposal will be prepared for each of the three projects that reflect the estimated time of completion.

PHASE 2 - CONSTRUCTION MANAGEMENT SERVICES

Upon completion of the plans and specifications for this revised project, RKA will provide a complete bid package to the City for advertising and distribution. The following services will commence after the opening of bids received by the City.

2.1 Pre-Construction Services and Construction Services

- Respond to potential bidder RFIs.
- Perform Bid Analysis on the three lowest responsive bidders.
- Assist the City in the Award of Contract by providing narrative agenda report, bid summary, and contractor notices.
- Coordinate an initial project kick off meeting in order to establish the lines of communication between the City, the Contractor and Construction Management Team.
- Verify that the contractor obtains the necessary permits from the City, Caltrans, Los Angeles County, etc.
• Verify that the Contractor coordinates with all utility agencies affected by this project.
• The pre-construction meeting is a time to bring all of the parties involved in the project together to ensure that the stakeholder’s requirements and procedures are adhered to during construction. RKA will prepare for and administer the pre-construction meeting with all of the parties.
• RKA will administer weekly site progress meetings. The purpose of these meetings is to ensure that the Contractor is progressing according to the project schedule and to discuss any issues that may be hindering the progress. At the conclusion of all of the meetings, minutes and action item lists will be distributed to all interested parties within three business days.
• Coordination will continue by RKA with Caltrans Local Assistance Office, MTA, Foothill Transit, and Los Angeles County to ensure that those portions of the project falling within the jurisdiction of these agencies can and will be performed within the required schedule with minimal impact.

Task 2.2 Contract Administration
Throughout the course of the construction, it is necessary for the Construction Manager and Design Engineer to work together to execute various administration aspects of the project.

The following represents the various items to be conducted throughout this task:

• RKA will be responsible for updating the project schedule on a bi-weekly basis at the conclusion of the weekly site progress meetings. Milestones and critical path items will be highlighted to ensure timely completion.
• RKA will process all of the necessary paperwork and reports. This includes the preparation and submittal of weekly reports in the City requested format that could be used by City staff to report to the Council.
• RKA will ensure the contractor distributes the necessary public construction notices and will respond to public requests and concerns.
• RKA will review the project costs on a weekly basis to identify any savings or potential cost over-runs. To minimize the potential for discrepancies in the overall cost of the project, RKA will review with the Contractor all quantities prior to invoice submittal.
• RKA will coordinate the review and responses of any requests for information (RFI) and/or submittals from the Contractor. On any construction project, efficient completion is essential, therefore, the necessary responses to the RFIs and submittals may need to occur prior to the weekly progress meetings. RKA will ensure the timely response by preparing the necessary tracking of the documents between the Contractor and the Engineer.
• Contract staffing will provide and promote communication to minimize Contractor’s change orders (CCO’s) and claims.
• RKA will review and Buy America compliance according to Federal Guidelines.

2.2.1 Progress Payments and Change Orders
Throughout the construction of the project, RKA will administer the proper payment and
authorization of change orders to the Contractor:

- RKA will review all applications for payment and verify against the project schedule and cost schedule to ensure proper payment is made by the City.
- Potential change orders will be reviewed by the Construction Manager and Inspector for application to the project. If a change order is deemed necessary, RKA will inform the City and will conduct the appropriate negotiations to establish the scope of work, price and time of completion.
- All of the approved change orders will require updating on the final project schedule, and will be completed by RKA.
- Prepare and submit monthly progress reimbursement requests monthly as required to Caltrans throughout the duration of the project.

2.2.2 Labor Compliance

- The Labor Compliance Officer will be designated from RKA staffing.
- Labor compliance and other City procedures and policies will be reviewed and confirmed for adherence throughout the project.
- Conduct required field interviews for all trade categories working on-site.
- Review certified payroll reports and fill non-compliance reports if necessary.
- Perform wage determination analysis to verify that the highest prevailing wage rate is compensated to labor force.
- Provide first set of federal posters required to be visible on project site.
- Verify that Disadvantage Business Enterprise (DBE) and subcontracting goals are met, monitored and properly documented.

Task 2.3 Construction Inspection

- Field inspection of the proposed materials and improvements, which are critical to ensuring that the products received by the City from the Contractor meet or exceed the minimum requirements, thereby providing a product that will function as designed.
- RKA's team will be responsible for ensuring the Contractor maintains a proper safety program. Safety issues will be addressed at the pre-construction meeting through implementation of a safety program and will be monitored at all times by the inspection and construction management team.
- Final inspection reports will be provided to the City to support the as-built plans and substantiate the release of the retention.

Task 2.4 Project Close-Out

At the completion of the construction phase of the project, it will be necessary to close out the project.

- Documentation of every aspect of this project will ensure that the City receives accurate reference records for the future, RKA will also
  - Verify all red-line comments prepared by the Contractor and project inspector and coordinate with the Design Engineer to complete the final ink on mylar "as-built".
record plans, and
  o Provide the as-built drawings to the City and approved prior to the release of the Contractor's retention,
  o Confirm that all of the preliminary notices received by the City are released prior to the final payment approval.
  o Provide documentation to assist in the resolution of potential disputes or claims. Additionally, as this project is federally funded, compliance with the requirements of FHWA for receiving funds is essential,
  o Prepare and submit final report of expenditures package to Caltrans Local Assistance Office.

OPTIONAL TASKS AS REQUIRED BY THE CITY

Task A – Acceptance/Materials Testing

Heider Engineering Services, Inc. performed the initial geotechnical investigation services of the street and sub-grade along the project limits as well as the provided additional recommendations during the design process when investigating the possibility of alternate pavement reconstruction measures. Heider Engineering Services, Inc. anticipates performing the following tasks during construction:

- Asphalt pavement gradation, batch testing, plant mix certification and inspection.
- Compaction testing of the asphalt concrete.
- Concrete mix and batch testing for concrete construction (curb and gutter, sidewalks, ramps, bus pads, driveway, etc.)

Task B – Construction Staking

Kelsoe & Associates, Inc. performed the initial topographic control survey for this project during the design phase. Construction staking will be performed following proposed grades on plans and in sufficient detail for construction of this project. Construction staking will be provided at 50-foot intervals minimum along Las Tunas Drive with bulb-out staking as detailed on plans. Construction staking for the concrete intersection of San Gabriel Boulevard and Las Tunas Drive and San Gabriel Boulevard and Mission Drive will be performed on the lane line and grid system at 25-foot intervals as detailed on plans. In addition, Kelsoe will reestablish survey monuments damaged or disturbed during construction.

We appreciate the opportunity to provide this proposal and look forward to continuing our work with you on these projects. If you have any questions, please do not hesitate to call.

Sincerely,

Steve R. Loriso
Director of Engineering
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## City of San Gabriel
### Intersection Improvements -
### Walnut Grove Avenue and Broadway
### Construction Management and Inspection
### Estimated 45 working days

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**Phase 2 Subtotal Fee** | **$3,840** | **$43,680** | **$12,320** | **$39,840** | **$12,000** | **$20,000** | **$131,680.00** | **TOTAL** $131,680.00