



TO: Mayor and Councilmembers

FROM: Rosemarie Gaglione, Public Works Director

CONTACT: Kathy Garcia, Deputy Public Works Director

SUBJECT: Contract Amendment No. 1 to Agreement 2016-032 for Professional Design Services with Rick Engineering Company

RECOMMENDATIONS:

Approve and authorize the City Manager to execute Amendment No. 1 to Agreement No. 2016-032 for Professional Design Services with Rick Engineering for the Ward Drive Class II Bike Lane Project, increasing maximum contract amount by \$27,760 to a new not to exceed amount of \$76,860.

BACKGROUND:

The Ward Drive Class II Bike Lanes project will construct approximately 4,600 linear feet of Class II bike lanes along Ward Drive from approximately 800 ft. south of Hollister Avenue where the existing Class II Bike Lanes along Ward Drive end, to the southern terminus of Ward Drive at the Atascadero Creek Trail (Obern Trail) Class I bike facility. The project will connect the new Class II Bike Lanes along Ward Drive to the Class I trail. The project will provide Class II bike lanes along Ward Drive for commuters to access the various business complexes, agricultural areas, and housing developments (Rancho Goleta Park) along Ward Drive and will provide a direct connection to the Obern Trail providing access to UCSB and Isla Vista.

In 2013, City Staff applied for and was awarded a Measure A South Coast Regional Bicycle and Pedestrian Program grant (Measure A grant) in the amount of \$300,000 to help fund the design and construction of Class II Bike Lanes on Ward Drive. Design of the project is anticipated to be completed by late fall of 2016 with construction being completed by summer of 2017.

Council authorized the City Manager to execute a Professional Design Services Agreement with Rick Engineering Company (Rick) in April 2016 for the design and preparation of the construction bid documents for the project.

DISCUSSION:

Ward Drive is a two lane collector road. There are existing Class II bike lanes along Ward Drive which end abruptly approximately 800 feet south of Hollister Avenue. Bicyclists are forced into traffic lanes where the Class II bike lanes end. The Ward Drive Class II Bike Lane project will continue the Class II bike lanes by constructing a 5 foot wide Class II bike lane along each side of Ward Drive to its southern terminus. The project will take place entirely within existing City right of way. The addition of Class II bike lanes along Ward Drive provides a connection from Hollister Avenue to the Atascadero Creek/Obern Trail for bicycle commuters and recreational cyclists.

Due to actual field conditions, the storm drain at the intersection of Ekwill Street and Ward Drive has a depression and will require additional engineering design from the original scope. The additional design will include resurfacing of the existing pavement for approximately 800 linear feet, curb and gutter design along the east side of the road, centerline profile realignment, and road cross sections.

Also, after the review of the survey data, it was determined that additional engineering design not included in the original scope would be required for the storm drain system located at the south end of the 849 Ward Drive parking lot. In order to facilitate the road widening within the City right-of-way at this location, the grades of the driveway entering the parking lot will need modification. The additional engineering design will include replacing the current drainage inlet, removing and replacing the existing underground storm drainage pipes, aligning the pipes to the tie into the existing neighboring drainage inlet and replacing the pavement in the parking area.

FISCAL IMPACTS:


There is sufficient budget to cover the proposed amendment, and no additional appropriations are necessary.

Account	Fund		FY15/16 Carryovers	FY16/17 Adopted	Total
202-5-9046-706	Transportation	CIP - Services	\$ 20,747	-	\$ 20,747
205-5-9046-705	Measure A Local	CIP - Capital Outlay	-	\$ 150,000	\$ 150,000
205-5-9046-706	Measure A Local	CIP - Services	\$ 58,171	-	\$ 58,171
206-5-9046-705	Measure A-Grant	CIP - Capital Outlay	-	\$ 261,800	\$ 261,800
		Subtotal	\$ 78,918	\$ 411,800	\$ 490,718

ALTERNATIVES:

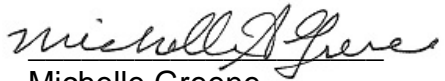
The Council may elect not to authorize the City Manager to execute Amendment No. 1 to Agreement No. 2016-032 for Professional Design Services with Rick Engineering Company, however doing so would delay the project could potentially result in a loss of a portion of Measure A grant funds awarded for the design of the project.

Legal Review By:



Tim W. Giles
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 1 to Agreement 2016-032 with Rick Engineering Company for Professional Design Services.

Attachment 1

Amendment No. 1 to Agreement 2016-032 with Rick Engineering Company for
Professional Design Services.

**AMENDMENT NO.1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RICK ENGINEERING COMPANY**

This Amendment No. 1 ("Amendment") is made this 20th day of September, 2016, to a PROFESSIONAL DESIGN SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **RICK ENGINEERING** ("Consultant") dated April 5, 2016 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty-nine thousand, one hundred dollars (\$49,100) dollars; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty-seven thousand seven hundred sixty thousand (\$27,760) dollars for additional tasks on the Ward Drive Class II Bike Lanes Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services including additional engineering design of the roadway required to facilitate positive drainage of the roadway and design of the storm drain system, more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council on this 20th day of September, 2016, approved this contract Amendment No. 1, and authorized the City Manager to execute this agreement, per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$27,760 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT**

EXCEED the sum of \$76,860 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2017, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. This Agreement is amended to delete and replace in its entirety:

Exhibit A "Scope of Work" with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Roger Ball, President

ATTEST:

Deborah Lopez, City Clerk

Donald A. Druse, Principal

APPROVED AS TO FORM



Tim W. Giles, City Attorney

Exhibit A-1 Scope of Work

Task 1 – Project Initiation

Consultant shall conduct a comprehensive site visit with City staff to evaluate areas where improvements to Ward Drive are proposed. City will provide Consultant with surveying data for use in preparing a base map for the project. City will provide Consultant with any available as-built drawings for the project location. Consultant shall review as-built drawings and incorporate pertinent information into the base map.

Consultant shall evaluate key engineering concepts collaboratively with City to ensure that the proposed improvements to Ward Drive provide for a more cost-effective construction budget. Consultant shall provide schematics, photographs and sketches to City to aid in the collaboration and decision-making process.

Task 2 – Construction Documents (50%)

Upon completion of the Project Initiation task, Consultant shall prepare construction documents at a 50% level of effort. This design task shall include a second site visit by Consultant to resolve additional design issues that become apparent during plan preparation. The City will meet with Consultant as part of this site visit to further clarify design decisions and direction. Consultant shall identify all utility “conflicts” that would require coordination with utility owners. City will perform coordination efforts with utility owners involved.

Deliverables: 50% design plans

Task 3 – Construction Documents (90%)

City will review and comment on 50% construction document submittal and Consultant shall incorporate City’s comments into the preparation of 90% construction documents. The Consultant shall conduct a third site visit in order to perform a constructability review of the design in the field. Consultant shall perform an internal quality control review prior to submittal of 90% construction documents to City. Consultant shall prepare project specifications and an Engineer’s Estimate to be submitted as part of the 90% construction documents.

Deliverables: 90% Construction Documents including Plans, Specifications, and Estimate

Task 4 – Construction Documents (100%)

City will review 90% construction documents (plans, specifications, and estimate) and will provide comments to Consultant. Consultant shall incorporate City’s comments into the 100% construction documents. Consultant shall perform a final quality control review.

Consultant shall sign construction documents including technical specifications, engineer's estimate and bid schedule, and shall deliver to City for bidding purposes.

Deliverables: 100% Construction Documents including Plans, Specifications, and Estimate

Task 5 – Storm Drainage Design from Localized Depression

Consultant shall provide additional engineering design of the roadway required to facilitate positive drainage of the roadway. This shall include resurfacing of the existing pavement for approximately 800 linear feet, asphalt curb or concrete curb and gutter design along the east side of the road, centerline profile realignment, and road cross sections.

Task 6 – Storm Drainage Design at 849 Ward Drive (Coastal Copy) Parking Lot

Consultant shall provide additional required engineering design of the storm drain system located at the south end of 849 Ward Drive parking lot, nearest the street. Consultant shall provide engineering design to include replacing the current drainage inlet, removing and replacing the existing underground storm drainage pipes, aligning the pipes to tie into the existing neighboring drainage inlet and drain across the road to the existing drainage ditch, and replacing pavement in the parking lot to the extent necessary to facilitate positive drainage of the parking lot and street.

Scope of Work Assumptions and Exclusions:

1. City will communicate with all project stakeholders, determine potential impacts, and provide Consultant with a list of impacts at the beginning of the project.
2. City will perform all utility coordination
3. City will provide Consultant with available historical and record drawings of existing utilities within the project limits.
4. City will process permits as required by governing agencies.
5. Consultant assumes the survey topo files include right of way (ROW) limits, necessary limits of infrastructure, potentially conflicting utilities, existing landscape and hardscape components, and private property driveway entrances extending approximately 50 feet beyond ROW onto the private property. The City will provide additional surveys as required.
6. Consultant shall attend up to three 2-hour in-person meetings with two personnel present as part of this scope of work.
7. Consultant shall attend up to two 1-hour phone meetings with two personnel present as part of this scope of work.