



AGENDA REPORT

Meeting Date: September 6, 2016

Item Number: F-6

To: Honorable Mayor & City Council

From: Mark Cuneo, City Engineer *MC*
Robert Welch, Project Manager
Aaron Ledet, Senior Management Analyst

Subject: APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CORDOBA CORPORATION FOR ENGINEERING SUPPORT SERVICES ASSOCIATED WITH THE IMPLEMENTATION OF THE WESTSIDE SUBWAY EXTENSION; AND

APPROVAL OF AN APPROPRIATION OF \$567,110 FROM THE GENERAL FUND; AND

APPROVAL OF A PURCHASE ORDER TO CORDOBA CORPORATION FOR SUPPORT SERVICES IN THE AMOUNT OF \$567,110

Attachments: 1. Amendment No. 3 to Agreement No. 523-14

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 3 (Attachment 1) to Agreement No. 523-14 with Cordoba Corporation (Cordoba) for as-needed engineering support services related to the Westside Subway Extension project and various infrastructure improvement projects; approve an appropriation of \$567,110 from the General Fund to the ongoing contractual services account (No. 001-12402-731220) of the Civil Engineering Division; and approve a purchase order in the amount of \$567,110. The cost of as-needed engineering support services associated with the Westside Subway Extension will be reimbursed by the Los Angeles County Metropolitan Transportation Authority (Metro).

INTRODUCTION

Cordoba has been providing as-needed engineering support services related to the Westside Subway Extension project since the approval of their contract in July 2014. Their scope of services includes project management, review and development of interagency agreements, review and development of permit conditions, design review and coordination, constructability and construction schedule review, construction management, field review, preparing presentations and community outreach. Additional funds in an estimated amount of \$567,110 are required in order to continue to provide as-needed support services until a new contract is awarded as a result of the upcoming Request For Proposal. A total contract amount not to exceed \$3,123,649.34 will allow for the conclusion of Metro's Advanced Utility Relocation (AUR) work, as well as the demolition of the La Cienega Station laydown yards and the 3rd party utility relocation worksite traffic control plan for Section 2 (Rodeo Station) through the end of Calendar Year 2016.

DISCUSSION

Cordoba was selected to provide as-needed engineering support services for the City of Beverly Hills to facilitate the implementation of the Westside Subway Extension project. The initial contract, Agreement No. 523-14, in an amount of \$50,000 was executed in July 2014 to assist the City with the development of a Memorandum of Agreement for the utility relocation phase. At the November 4, 2014, Council meeting, City Council approved Amendment No. 1 to the agreement for support services associated with the planning, design and construction of the Westside Subway Extension project and engineering staff support services for the City's Capital Improvement Program for a total initial amount not to exceed \$300,000. At the June 30, 2015, Council meeting, City Council approved Amendment No. 2 to the agreement to continue providing the support services through FY15-16 for an amount not to exceed \$2,256,539.34, increasing the total not to exceed contract amount to \$2,556,539.34.

Based on the current schedule for AUR construction, work associated with the design-build of the La Cienega Station as well as work related to the Rodeo Station, staff has prepared a Form 60 (Metro's standard cost estimate form) budget forecast which details all anticipated costs that the City will incur in association with the project during Fiscal Year 2017. The Form 60 estimates that costs related to support services through June 30, 2017 is approximately \$2,275,837.20. Of that amount, \$567,110 is currently estimated for costs required to continue the support services of Cordoba through December 31, 2016. As such, a contract amendment in the amount of \$567,110 is being requested. It is anticipated that this amendment will allow for the time to complete a Request For Proposal for continued as-needed engineering services.

Per the terms of the MOA for utility relocation and Metro's current reimbursement practices for design-build construction of the La Cienega Station, Metro will reimburse the City for staff and consultant costs related to the implementation of the Westside Subway Extension project through work orders. A reimbursement agreement, approved by Council on March 1, 2016, for Rodeo Station Section 2 of the Westside Subway Extension project work activities will be approved at Metro's September 22, 2016 Board meeting. Metro will issue a Work Order to the City for work anticipated throughout the fiscal year. Reimbursement will continue to be requested by the City on a monthly basis. Under the proposed amendment to Cordoba's contract, Cordoba's compensation for services rendered to the City would be contingent upon reimbursement from Metro.

FISCAL IMPACT

The initial Agreement (Agreement No. 523-14), Amendment No. 1 (Agreement No. 584-14), and Amendment No. 2 (Agreement No. 303-15) provided funding for services in an amount not to exceed \$2,556,539.34. Through June 30, 2016, the City has billed Metro a total of \$2,331,242 for services provided by Cordoba Corporation. The terms of the existing MOA and proposed draft MOA for the design-build La Cienega Station work include provisions to provide reimbursement to the City of costs for all staff and consultants performing work associated with the advanced utility relocation and La Cienega Station construction phases of the Westside Subway Extension project. The reimbursement agreement for Rodeo Station Section 2 of the Westside Subway Extension includes provisions to provide reimbursement to the City of costs for all staff and consultants performing work associated with the Rodeo Station Section 2 of the Westside Subway Extension project.



Don Rhoads
Approved By



George Chavez
Approved By

Attachment 1

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND CORDOBA
CORPORATION FOR ENGINEERING SUPPORT SERVICES
ASSOCIATED WITH THE IMPLEMENTATION OF THE
WESTSIDE SUBWAY EXTENSION

NAME OF CONSULTANT: Cordoba Corporation

RESPONSIBLE PRINCIPAL
OF CONSULTANT: George L. Pla, President & CEO

CONSULTANT'S ADDRESS: 1401 N. Broadway
Los Angeles, California 90012

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Mark Cuneo, City Engineer

COMMENCEMENT DATE: July 30, 2014

TERMINATION DATE: July 29, 2017 unless extended pursuant to Section
2 of the Agreement

CONSIDERATION: Original Agreement: Not to exceed \$49,999

Amendment No. 1: Not to exceed \$250,001
as more specifically described in Exhibit B

Amendment No. 2: Not to exceed \$2,256,539.34
as more specifically described in Exhibit B

Amendment No. 3: Not to exceed \$567,110.00
as more specifically described in Exhibit B

Original Agreement, Amendment No. 1,
Amendment No. 2, and Amendment No. 3: Total not
to exceed \$3,123,649.34 (includes all applicable sales
tax); and more particularly described in
Exhibit B

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND CORDOBA
CORPORATION FOR ENGINEERING SUPPORT SERVICES
ASSOCIATED WITH THE IMPLEMENTATION OF THE
WESTSIDE SUBWAY EXTENSION

This Amendment No. 3 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Cordoba Corporation (hereinafter called "CONSULTANT") dated September 25, 2014 and identified as Contract No. 523-14, as amended by Amendment No. 1, dated November 4, 2014 and identified as Contract No. 584-14, as amended by Amendment No. 2 dated June 30, 2015 and identified as Contract No. 303-15 for engineering support services, copies of which are on file in the Office of the City Clerk.

RECITALS

A. CITY entered into a written Agreement with CONSULTANT for engineering support services associated with the implementation of the Westside Purple Line Subway Extension.

B. CITY and CONSULTANT desire to amend the Agreement to update CONSULTANT's designated Project Manager and revise CONSULTANT's compensation rates and schedule of payments in order to address reimbursement practices by the Los Angeles County Metropolitan Transportation Authority, the entity funding this Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Section 3 of the Agreement is hereby amended to read as follows:

Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein. As more specifically provided for in Exhibit B, CITY shall not be responsible for paying for any services for which the Los Angeles County Metropolitan Transportation Authority ("METRO") does not reimburse CITY in connection with the Westside Purple Line Subway Extension.

Section 3. Exhibit A, "Scope of Work," is hereby amended to replace Cathy Higley with Bill Adams as the Project Manager in Task 1.

Section 4. Exhibit B, "Schedule of Payment and Rates," is hereby amended as set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 3, the terms and conditions set forth in the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 20____, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

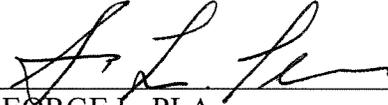
JOHN A. MIRISCH
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)

BYRON POPE
City Clerk

CONSULTANT: CORDOBA
CORPORATION



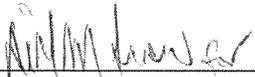
GEORGE L. PLA
President/Chief Executive Officer



MARIA MEHRANIAN
Managing Partner/Chief Financial Officer

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



LAURENCE S. WIENER
City Attorney

MAHDI ALUZRI
City Manager



MARK CUNEO
City Engineer

per 

SHARON L. HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONSULTANT compensation at the rates set forth in this Exhibit. The total sum shall not exceed the amount of Three Million, One Hundred Twenty-Three Thousand, Six Hundred Forty-Nine Dollars and Thirty-Four Cents (\$3,123,649.34), at the rates set forth below. Said compensation shall constitute reimbursement of CONSULTANT's fee for the Services as well as the actual cost of any equipment, materials and supplies necessary to provide the Services (including labor, materials, delivery, tax, assembly and installation, as applicable).

CONSULTANT shall invoice CITY on a form approved by the CITY. Each invoice that CONSULTANT submits shall consist of an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. Within thirty (30) days of receipt of an invoice, City shall submit said invoice to METRO for reimbursement as part of METRO's commitment to reimburse CITY for all direct and indirect costs incurred in connection with the Westside Purple Line Subway Extension. CITY shall pay CONSULTANT the amount of such undisputed and reimbursed billings within thirty (30) days of receipt of reimbursement funds from METRO. CITY shall take all reasonable steps to obtain reimbursement from METRO for all services rendered, but CITY shall not be responsible for paying for any services for which METRO does not reimburse CITY.

BILLING RATES

TITLE/ROLE	HOURLY RATE
Principal-in-Charge	\$329.19
Project Manager	\$220.00
Stakeholder Lead	\$200.00
Sr. Advisor - Subway Construction	\$202.89
Sr. Civil Engineer	\$208.70 - \$213.19
Sr. Civil - Utilities	\$215.20
Sr. Construction Manager	\$184.09
Construction Manager	\$173.38
Project Engineer	\$113.35
Transportation Planner	\$76.31
Contracts	\$202.89
Project Controls Manager	\$140.38
Outreach Manager	\$75.36
CADD Manager	\$155.89
CADD	\$52.45
Graphics	\$107.60
Cost Estimator	\$135.65
Sr. Accountant	\$140.25
Specialist On-Call Services	\$117.00