



AGENDA REPORT

Meeting Date: March 1, 2016
Item Number: D-9
To: Honorable Mayor & City Council
From: Mark Cuneo, City Engineer *MC*

Subject: PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR REIMBURSEMENT OF COSTS FOR STAFF AND CONSULTANTS PERFORMING WORK ASSOCIATED WITH SECTION 2 OF THE WESTSIDE PURPLE LINE SUBWAY EXTENSION

Attachments: 1. Preliminary Engineering Reimbursement Agreement

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for reimbursement of costs for staff and consultants performing work associated with Section 2 of the Westside Purple Line Subway Extension Project.

INTRODUCTION

Metro is proceeding with advanced preliminary engineering for Section 2 of the Purple Line Subway Extension – Wilshire/La Cienega to Century City. The City owns and has jurisdiction over the public right-of-way along the proposed subway route. As a result, City staff and consultants have been requested by Metro to participate in the early development of the project. At this time, the City and Metro have not negotiated a comprehensive Memorandum of Agreement (MOA), including a provision for reimbursement of costs incurred by the City, for the Section 2 project. In order to ensure that staff time devoted to this effort is accounted for this agreement provides for reimbursement of actual costs incurred by the City for providing services in furtherance of the project prior to the approval of a MOA.

DISCUSSION

Metro has requested that the City staff and/or consultants participate in the development of the Westside Purple Line Subway Extension Project - Section 2 during the preliminary engineering phase. The tasks include attending project meetings, exchanging technical information and reviewing Project Definition Documents. As part of the design-build procurement process, Metro has prepared Project Definition Documents, including preliminary plans for utility relocations, Wilshire/Rodeo station, tunnels, and proposed street improvements. According to Metro staff, design-build proposals from pre-qualified firms for Section 2 are to be submitted to them in May 2016 with award of a design-build contract by the Metro Board anticipated in January 2017. The design-build contract will include the relocation of City utilities, including water, sewer, storm drain, fiber, traffic signals and street lights. The City services required to support the project will be conducted primarily by the City's Consultant, Cordoba Corporation, but will also require the services of City staff.

Metro is currently planning utility relocation work in the Wilshire/Rodeo Station area. To date, Metro has not submitted utility relocation plans; however, they are working on relocation plans with Southern California Edison, Southern California Gas and AT&T. It is anticipated that the three utility companies will relocate their utilities in advance of the design-build contract. The utility companies will manage their own construction work in lieu of Metro hiring a contractor. This work is scheduled to begin as early as August/September 2016. Staff will seek Council approval for any permits before authorizing utility relocation work.

Staff anticipates the development of a comprehensive MOA for this project will begin after the execution of a similar agreement for Section 1 (Wilshire/La Cienega Station). Since the majority of the utility relocation work is included in the design-build contract, it is likely that a single MOA for Section 2 will be developed, and not separate MOA's for utility relocation and station construction. The MOA will include provisions for Metro to reimburse the City for the actual costs incurred by the City in support of the project. In order to recover costs in a timely manner prior to the development of an MOA, staff recommends that the Preliminary Engineering Reimbursement Agreement (Attachment 1) be executed. Under the terms of this reimbursement agreement, Metro and the City will develop a work plan on an annual basis, including the anticipated scope of services to be provided by the City and an estimated cost. Metro will issue a work order based on the approved work plan. The cost of the services provided can be recovered on a regular/monthly basis.

Finally, it should be noted that this agreement would only provide a mechanism by which Metro would reimburse the City for expenses incurred in reviewing documents, exchanging information, and attending meetings. This agreement alone would not authorize any work within the City right-of-way. In accordance with Council direction, City staff will seek Council approval for any permits before authorizing such work until a comprehensive MOA is approved for Section 2 that provides detailed work hours and mitigation measures.

FISCAL IMPACT

Metro will reimburse costs for all staff and Consultants performing work on this project. Staff has estimated a cost of \$1,357,138 to provide support services for FY 2015-2016.

MPC
FOR: David Lightner

Approved By

Attachment 1

PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT

THIS PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into and effective this _____ day of _____, 2016, by and between City of Beverly Hills ("City"), whose mailing address is 455 N. Rexford Drive, Beverly Hills, CA 90210 and Los Angeles County Metropolitan Transportation Authority ("MTA"), whose mailing address is One Gateway Plaza, Mailstop 99-16-7, Los Angeles, California 90012.

BACKGROUND

A. WHEREAS, MTA desires to perform preliminary work, including potholing and geotechnical boring and commence submitting designs for utility relocations and street improvements to accommodate the Westside Purple Line Extension (PLE) Section 2 alignment.

B. WHEREAS, City owns and has jurisdiction over the City Right of Way along this Westside PLE Section 2 alignment.

C. WHEREAS, as a result of the construction for the Project, it is necessary for City to attend meetings, review pothole and geotechnical boring workplans, utility and street improvement plans to accommodate the Project, and perform such other preliminary work relating to the Project in accordance with and as described in the Annual Work Plan and MTA Form 60 for FY2015-2016 attached hereto as Exhibit A and incorporated herein (collectively, "Preliminary Work"); and

D. WHEREAS, City, under the terms hereinafter stated, is willing to perform the Preliminary Work, provided MTA reimburses City for all of its actual costs, both direct and indirect, and the Beverly Hills City Council authorizes the work to commence.

AGREEMENT

In consideration of the promises and mutual covenants herein contained, City and MTA hereby agree as follows:

1. If authorized by the City Council, City Staff and/or City's designated consultant(s) will perform the necessary Preliminary Work as described in the attached Exhibit A, which may be amended annually and from time to time upon mutual agreement of the Parties, and subject to the terms and provisions of this Agreement. MTA represents and warrants that Exhibit A is a reasonable description of the Preliminary Work requested of the City for FY 2015-2016. City Staff and/or the City's designated consultant(s) shall no longer be obligated to perform the Preliminary Work in the event that the City Council revokes the authorization to do so.
2. MTA will bear and be responsible for and pay in accordance herewith all direct and indirect costs incurred by City and relating to the above referenced Preliminary Work, including, but not limited to, labor, administrative overhead and engineering review work. If the City Council revokes the authorization to perform the Preliminary Work, the MTA shall reimburse the City for work performed up until the time that the authorization is revoked.
3. The total cost of the Preliminary Work for FY 2015-2016 is estimated to be One Million, Three Hundred Fifty Seven Thousand, One Hundred and Thirty-Eight Dollars (\$1,357,138) as more particularly shown in Exhibit A. Notwithstanding the foregoing estimate, the parties recognize and understand that final actual costs may be more or less than such estimate, which will not be construed as a limitation of costs for the Project for which City is entitled to reimbursement from MTA. City will promptly provide notice to MTA if it becomes obvious to City that the final actual costs will exceed the foregoing estimate by more than fifteen percent (15%).

4. Upon execution of this Agreement and for each fiscal year beginning on July 1, MTA shall issue to the City a Work Order for the Preliminary Work described in the Annual Work Plan and Form 60 attached hereto as Exhibit A. Once City receives the Work Order and accumulates costs for reimbursement for its support services provided to accommodate the Preliminary Work, City shall submit to MTA an itemized invoice for City Staff's and/or consultant(s)'s actual costs on a monthly basis. MTA shall pay the full invoice, if the services performed were within the scope of the Preliminary Work, within thirty (30) days following receipt of same. If any services performed were not within the scope of the Preliminary Work, then the MTA shall identify those services to the City within twenty (20) days of receipt of the City's invoice. Failure to send such written notice to City within twenty (20) days after receipt of City's invoice shall result in the MTA's waiver of its right to dispute payment of the invoice. In the event that the MTA disputes the scope of any services performed by the City, City and MTA shall attempt to resolve the dispute within ten (10) business days of the date MTA notifies City of such dispute in writing. If there is no resolution within thirty (30) calendar days, the Parties shall proceed to binding arbitration. The arbitrator shall be neutral and mutually acceptable and the costs shall be borne equally by the Parties. The arbitrator shall determine all rights and obligations under this Agreement and the award of the arbitrator shall be final, binding, and enforceable. The prevailing party shall recover all reasonable attorney fees and costs incurred in resolving the dispute.

5. It is expressly understood by the parties that City and MTA are not abandoning any right, title or interest it may have along the Westside PLE Section 2 alignment, all such rights, title and interest being expressly reserved. The City has filed four lawsuits related to the Westside Subway Extension. The three pending lawsuits include: *The City of Beverly Hills v. Los Angeles County Metropolitan Transportation Authority*, Case No. BS144164, (filed July 26, 2013); *City of Beverly Hills v. Federal Transit Administration et al.* CV 12-9861 (amended November 21, 2013) and *City of Beverly Hills v. Federal Transit Administration*, CV 13-8621 (filed November 21, 2013). Nothing in this Agreement is intended to waive the causes of action or defenses asserted in those lawsuits or to relinquish or otherwise modify in any way the positions of the parties in those lawsuits.

6. The terms of this Agreement shall be binding and inure to the benefit of the parties hereto and their successors and assigns.

7. All notices and other correspondences between City and MTA shall be in writing, addressed as follows, and delivered personally or sent by certified mail, return receipt requested, or reputable overnight messenger service:

To City: Mark Cuneo,
City Engineer
345 Foothill Road
Beverly Hills, CA 90210

To MTA: Dennis Mori
Executive Officer, Project Management
One Gateway Plaza, 17th Floor
Los Angeles, CA 90012

8. This Agreement supersedes any prior understanding or written or oral agreements between City and MTA hereto respecting the within subject matter and contains the entire understanding between City and MTA with respect thereto.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the date indicated below.

EXECUTED the _____ day of _____ 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

MAHDI ALUZRI
City Manager

APPROVED AS TO CONTENT:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

CITY OF BEVERLY HILLS

PHILLIP A. WASHINGTON
Chief Executive Officer

DAVID LIGHTNER
Deputy City Manager/Director of Capital
Assets

APPROVED TO FORM:

OFFICE OF COUNTY COUNSEL

CITY OF BEVERLY HILLS

RONALD W. STAMM
Principal Deputy County Counsel

DAVID M. SNOW
Interim City Attorney

EXHIBIT A

Form 60

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ANNUAL WORK PLAN

City of Beverly Hills
FY 2015-2016
Annual Work Plan

Design Build Phase Segment 2

Schedule Assumptions:

2015 Activities

Advanced Preliminary Engineering (APE) review
APE permitting
APE field monitoring of geotechnical boring, utility potholing and trenching, and well development
60% Project Definition Documents (PDD) design review and coordination
Second portal study analysis
Memorandum of Agreement (MOA) development
Community outreach and constituent meetings
City Council presentations
Research existing utilities and equipment
Overall coordination

2016 Activities (through 6/30/16)

60% PDD amendment review (including technical specifications)
Construction dewatering analysis
Geotechnical boring data review and dissemination
Geotechnical well test monitoring
Second portal study analysis presentation to City Council
Community outreach presentations and meetings
Development of Metro specific community website
Community outreach newsletters and releases
MOA development and negotiation
Third party utility relocation design reviews
Design build contractor best and final negotiation (pending MOA)

Support:

July 1, 2015 to June 30, 2016

- Attend Memorandum of Agreement (MOA) meetings (All Departments)
- MOA review and comments (All Departments)
- Review/Approve Permits
- Review/comment on APE and PDD designs
- Review/Prepare/administer invoices, Form 60 (inc. draft work plan), and requests for replenishment
- Attend design and coordination meetings
- Prepare City Council Agenda items
- Submittals/Construction-Design-Review List and RFIs
- Enforcement of Permit conditions and mitigation measures
- Respond to COBH constituent inquiries/complaints
- Traffic Control Plan/Traffic Control Management review/coordination
- Respond to COBH resident/business inquiries/complaints
- Community outreach meetings and presentations

CONTRACT PRICING PROPOSAL (Services)		LACMTA "FORM 60"	PAGE	
Name of Proposer: City of Beverly Hills		Service to be Furnished Reimbursable services for the City and City Consultants		
Home Office Address 455 N. Rexford Dr. Beverly Hills, CA 90210				
Project/Location(s) Where Work is to be Performed Wilshire/Rodeo Station City of Beverly Hills		Total Amount of Proposal \$1,357,138	Contract No. 1120	
DETAILED DESCRIPTION OF COST ELEMENTS				
1a. Direct Labor (Specify)	Est. Hours	Rate/ Hour	Est. Cost(\$)	Total Est. Cost
City Staff (Attachment 1)	4,846	Various	550,905	\$550,905
1b. Overtime				
Total Direct Labor				\$550,905
2. Labor Overhead	O.H. (%)	x Base=	Est. Cost(\$)	
	37.49%	550,905	206,534	
Total Labor Overhead				\$206,534
3. Travel*			Est. Cost(\$)	
a. Transportation				
b. Per Diem or Subsistence				
Total Travel				
4. Subcontractors/Subconsultants **			Est. Cost(\$)	
Cordoba Corporation (Attachment 2)			\$552,699	
Richards Watson Gershon (City Attorney) (Attachment 3)			\$35,000	
Total Subcontractors				\$ 587,699
Fee on Subcontractors				
5. Other Direct Costs *				\$ 12,000
6. General & Admin. Expenses				
TOTAL ESTIMATED COST				\$ 1,357,138
7. Fee				
TOTAL ESTIMATED COST AND FEE				\$ 1,357,138
* Itemize on "Form 60" - Continuation Page				
** Attach LACMTA "Form 60" for all proposed subcontractors/subconsultants				

ATTACHMENT 1

City Staff	Department	Hourly Rate	Total Hours	Total
City Engineer	Capital Assets	\$154.00	624	\$96,094.63
Civil Engineer	Capital Assets	\$97.09	104	\$10,096.86
Civil Engineering GIS Specialist	Capital Assets	\$67.92	312	\$21,191.78
Director of Capital Assets	Capital Assets	\$144.62	312	\$45,121.88
Executive Assistant	Capital Assets	\$46.35	42	\$1,928.16
Senior Management Analyst	Capital Assets	\$66.78	208	\$13,890.57
Supervising Inspector	Capital Assets	\$90.58	104	\$9,420.73
Associate Planner	Community Developme	\$64.11	104	\$6,667.74
Deputy Director of Transportation	Community Developme	\$115.31	208	\$23,984.79
Director of Community Development	Community Developme	\$168.68	104	\$17,542.94
Traffic Engineer	Community Developme	\$91.72	312	\$28,616.64
Transportation Planner	Community Developme	\$80.00	21	\$1,664.00
Parks & Urban Forest Manager	Community Services	\$108.28	104	\$11,261.12
Deputy Building Official	Community Developme	\$118.81	104	\$12,355.98
Senior Budget & Financial Analyst	Finance	\$88.30	104	\$9,183.20
Fire Battalion Chief 80	Fire	\$198.40	104	\$20,633.43
Fire Captain	Fire	\$176.39	208	\$36,689.83
Plan Check Inspector	Fire	\$84.28	208	\$17,531.10
Chief Information Officer	Information Technology	\$150.72	104	\$15,674.60
Information Technology	Information Technology	\$125.00	208	\$26,000.00
Web Developer	Information Technology	\$67.75	208	\$14,092.58
Lieutenant	Police	\$159.87	104	\$16,626.28
Sergeant	Police	\$139.24	208	\$28,961.08
Traffic Control Officer	Police	\$57.38	104	\$5,967.90
Traffic Control Supervisor	Police	\$58.85	104	\$6,119.94
Traffic Control Systems Specialist	Police	\$64.23	104	\$6,679.92
Assistant Director Public Works Services	Public Works	\$119.91	104	\$12,470.64
Electrical/Communications Systems Supervisor	Public Works	\$83.90	104	\$8,725.20
Field Services Supervisor	Public Works	\$77.51	104	\$8,060.94
Solid Waste Manager	Public Works	\$90.10	104	\$9,370.69
Water System Production/Operations Supervisor	Public Works	\$79.61	104	\$8,279.68
		Total:	4846	\$550,904.81



CORDOBA CORPORATION
 10000 N. 10th Street, Suite 100
 Phoenix, AZ 85020-4000
 Phone: (602) 998-8888
 Fax: (602) 998-8889
 Email: info@cordoba.com

ATTACHMENT 2

COBH - Metro Purple Line Extension Support

Staffing Plan Projection (July 1, 2015 to June 30, 2016)

NORMAL WORK HOURS

Staff Name:	Title:	Billing Rate:	% of # Of Hours	FY 2015-2016 Normal Work Hours	Project Hours for FY 2015-2016	Extended Amount:	AUR	DB	Segment 2	Total:
1 Cathy Hgley	Project Manager	\$274.27	30%	2,032	610	\$167,194.99	\$25,079.25	\$117,036.49	\$25,079.25	\$167,194.99
2 Narbeh Iseagholian	Transportation Planner	\$103.46	10%	2,032	203	\$21,023.07	\$0.00	\$14,716.15	\$6,306.92	\$21,023.07
3 David Niemerow	Sr. Construction Manager	\$189.09	100%	2,032	2,032	\$384,230.88	\$76,846.18	\$288,173.16	\$19,211.54	\$384,230.88
4 Gabriel Murillo	Construction Manager	\$173.38	100%	2,032	2,032	\$352,308.16	\$264,231.12	\$70,461.63	\$17,615.41	\$352,308.16
5 Roberto Ramirez	Sr. Civil Engineer	\$217.62	15%	2,032	305	\$66,330.58	\$0.00	\$46,431.40	\$19,899.17	\$66,330.58
6 Angel Alvarez	Sr. Civil - Utilities	\$215.20	15%	2,032	305	\$65,592.96	\$0.00	\$45,915.07	\$19,677.89	\$65,592.96
7 Valerie Mudegoren	Project Controls Manager	\$133.78	100%	2,032	2,032	\$271,840.96	\$190,288.67	\$54,368.19	\$27,184.10	\$271,840.96
8 Augustine Chung	Contracts	\$168.13	15%	2,032	305	\$51,246.02	\$10,249.20	\$35,872.22	\$5,124.60	\$51,246.02
9 Arnold Luft	Project Manager	\$274.27	80%	1,520	1,218	\$333,512.32	\$100,053.70	\$200,107.39	\$33,351.23	\$333,512.32
10 Bill Adams	Sr. Construction Manager	\$189.09	100%	1,776	1,776	\$335,823.84			\$335,823.84	\$335,823.84
11 Joseph McTague	Graphics	\$128.26	5%	872	44	\$5,592.14			\$5,592.14	\$5,592.14
12 Vanessa Pia	CADD	\$53.80	10%	1,192	119	\$6,412.96			\$6,412.96	\$6,412.96
13 Lynette Hartanlan	Administrative Support	\$62.25	10%	1,192	119	\$7,420.20			\$7,420.20	\$7,420.20
Total Projected for Normal Work Hours:						\$2,068,529.08	\$666,748.12	\$873,081.71	\$528,689.25	\$2,068,529.08

AFTER HOURS WORK

Staff Name:	Title:	Billing Rate:	% of # Of Normal Work Hours	FY 2015-2016 Normal Work Hours	Project After Hours for FY 2015-2016	Extended Amount:	AUR	DB	Segment 2	Total:
1 Gabriel Murillo	Construction Manager	\$173.38	50%	2,032	1,016	\$176,154.08	\$176,154.08		\$0.00	\$176,154.08
2 David Niemerow	Sr. Construction Manager	\$189.09	5%	2,032	102	\$19,211.54		\$19,211.54		\$19,211.54
Total Projected for After Hours Work:						\$195,365.62	\$176,154.08	\$19,211.54	\$0.00	\$195,365.62

Cordoba Sub-Consultants (Other Direct Costs):

1 Sub-Consultant Services		\$240,000.00				\$240,000.00	\$48,000.00	\$168,000.00	\$24,000.00	\$240,000.00
Total Projected for Sub-Consultants:						\$240,000.00				
Total Projection for FY 2015-2016:						\$2,503,894.70	\$890,902.20	\$1,060,293.26	\$552,689.25	\$2,503,894.70

ATTACHMENT 3

RICHARDS | WATSON | GERSHON Estimate For City Attorney Services

	Hours	Hourly Rate	Projected
	Projected		Amount
Larry Weiner	50.00	\$460.00	\$23,000.00
Nick Ghirelli	302.00	\$255.00	\$77,010.00
DM Snow	25.00	\$395.00	\$9,875.00
AR Contreiras	50.50	\$230.00	\$11,615.00
	Total Projected Amount:		\$121,500.00

Allocation to Metro Projects:

	Allocated
	Amount
C1056 (AUR)	\$10,812.50
C1045 (DB La Cienega Station)	\$75,687.50
C1120 (Section 2)	\$35,000.00
Total:	<u>\$121,500.00</u>