



THE PORT
OF LOS ANGELES
Executive Director's
Report to the

Board of Harbor Commissioners

DATE: FEBRUARY 11, 2015

FROM: ENGINEERING

**SUBJECT: RESOLUTION NO. _____ SECOND AMENDMENT TO
PERSONAL SERVICE AGREEMENT NO. 08-2681 BETWEEN THE CITY OF
LOS ANGELES HARBOR DEPARTMENT AND HDR ENGINEERING, INC.
FOR THE C STREET/I-110 ACCESS RAMP IMPROVEMENTS PROJECT
ENGINEERING DESIGN SERVICES**

SUMMARY:

On June 5, 2008, the Board of Harbor Commissioners (Board) approved the City of Los Angeles Harbor Department (Harbor Department) Agreement No. 08-2681 (Agreement) between the Harbor Department and HDR Engineering, Inc. (Consultant), located in Los Angeles, California, to provide environmental documentation and engineering design services for the C Street/I-110 Access Ramp Improvements Project for a contract amount of \$3,228,000.

On June 2, 2011, the Board approved the First Amendment to increase the contract amount by \$500,000 and increase the contract term by five years to July 7, 2016. The revised contract amount was \$3,728,000. The additional funds were for unforeseen design changes and additional environmental studies during the design period. The additional contract time was to have the Consultant, the Engineer of Record, prepare unforeseen design changes and provide design services during the construction period.

This Second Amendment, if approved by the Board and Los Angeles City Council, will add \$400,000 in funds to the contract (for a grand total amount of \$4,128,000) and increase the contract term by eleven months (to expire on June 7, 2017). These additional funds will be used on an "as needed basis" to provide additional design services throughout the construction period. Additional time is required to offset a six-month delay to the start of construction for obtaining permits from Caltrans and the City of Los Angeles, and to stagger the construction start date in relation to nearby projects. This additional contract time will allow the Consultant, to provide design services during construction through the project closeout.

The Harbor Department is financially responsible for payment under this contract.

RECOMMENDATIONS:

It is recommended that the Board of Harbor Commissioners:

DATE: FEBRUARY 11, 2015

PAGE 2 OF 6

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 08-2681 WITH HDR ENGINEERING, INC.

1. Find that in accordance with the City of Los Angeles Charter Section 1022, work covered under this Second Amendment can be performed more feasibly by an independent consultant rather than by City of Los Angeles employees;
2. Approve this Second Amendment to Agreement No. 08-2681 with HDR Engineering, Inc. to increase the contract amount by \$400,000 and extend the contract term by eleven months;
3. Authorize and direct the Board Secretary to forward the Second Amendment to the Los Angeles City Council for its approval pursuant to Section 373 of the Los Angeles City Charter;
4. Authorize the Executive Director to execute and Board Secretary to attest to the said Second Amendment for and on behalf of the Board of Harbor Commissioners; and
5. Adopt Resolution No. _____.

DISCUSSION:

Background/Context - The C Street/I-110 Access Ramp Improvements Project (Project) will improve mobility in and around the West Basin area of the Port of Los Angeles (Port), specifically improving Port access to the I-110 Freeway by reconfiguring the C Street/I-110 ramps and combining two City of Los Angeles (City) street intersections into one at Figueroa Street and Harry Bridges Boulevard.

This Project, developed through an extensive planning process including traffic modeling, operational analysis, and public input, was approved by the State of California, Department of Transportation (Caltrans) and the City since the majority of the work is located within Caltrans and City right-of-ways.

On June 5, 2008, the Board approved Agreement No. 08-2681 with the Consultant to provide environmental documentation and engineering design services for the C Street/I-110 Access Ramp Improvements Project in the amount of \$3,228,000, with a contract term of three years.

On November 25, 2008, the Board approved a Cooperative Agreement between the Harbor Department and Caltrans for the preparation of a Project Report and environmental documentation including investigative studies, technical environmental reports, plans, specifications and estimates, right-of-way engineering services, and right-of-way acquisition services for this Project. Per the Cooperative Agreement, Caltrans is providing project oversight and is the lead agency for environmental clearance.

DATE: FEBRUARY 11, 2015

PAGE 3 OF 6

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 08-2681 WITH HDR ENGINEERING, INC.

On June 2, 2011, the Board approved the First Amendment to Agreement No. 08-2681 with the Consultant to increase the contract amount by \$500,000 and to extend the contract term by five years to July 7, 2016. The First Amendment was required to fund design services, to address additional traffic modeling, and non-standard design features, conduct a value analysis study, evaluate Caltrans stormwater data requirements and update air quality and noise study reports.

On June 13, 2012, the Board accepted the Initial Study/Mitigated Negative Declaration (IS/MND) for the Project, adopted a mitigation monitoring and reporting program, and approved the Project as described in the IS/MND.

On October 29, 2013, the Board awarded the Construction Contract No. 2295 for the Project to Griffith Company, for Specification Number 2735.

Progress To Date - Since the Board approved the Agreement and First Amendment with the Consultant, substantial progress has been made on this Project. The Consultant completed design of the Project and is currently providing design services during construction. The Project has been under construction for one year and is expected to be completed in May 2017.

Second Amendment - Staff recommends that it is in the best interest of the City to amend the current Agreement with the Consultant for the following reasons:

- a. This Second Amendment will increase the contract amount by \$400,000 for Task 9 "Engineering Services during Construction." The Project's original scope of work increased significantly, requiring additional design services during construction beyond the Consultant's original anticipated level of effort for a complex redesign of the retaining walls, and to relocate interfering underground utilities. The proposed increase of \$400,000 will be used on an "as needed basis" during the remainder of the construction period, for project close out, and for the unforeseen design changes listed herein.
- b. This Second Amendment will extend the contract duration by eleven months for the Consultant to provide design services throughout the construction period and maintain a single responsible party as Engineer of Record for professional liability. The contract time extension of eleven months will offset a six-month delay to the start of construction due to additional time required to obtain permits from Caltrans and the City, and to stagger the construction start date with nearby projects.

Small Business Enterprise Program and Subconsultant Participation - Throughout the term of the Agreement, the Consultant will continue to maintain compliance with the City's contracting requirements and comply with the Harbor Department's Small Business Enterprise (SBE)

DATE: FEBRUARY 11, 2015

PAGE 4 OF 6

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 08-2681 WITH HDR ENGINEERING, INC.

Program. The Consultant will maintain 25% SBE participation for added scope and cost for the remainder of the Project.

This Agreement is in conformance with both the City's Service Contract Worker Retention and Living Wage Ordinances.

ENVIRONMENTAL ASSESSMENTS:

The proposed action is approval of a Second Amendment to Agreement No. 08-2681 to extend the term and amount of the Agreement. As an administrative activity, the Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

ECONOMIC BENEFITS:

Additional spending under the proposed Second Amendment will support six one-year equivalent jobs for the five-county region.

FINANCIAL IMPACT:

The original Agreement with the Consultant provided for a term of three years with an authority amount of \$3,228,000. This original Agreement has a 15% Change Order Authority that brings the authority amount up to \$3,712,200. The First Amendment to this Agreement extended the term by an additional five years and increased the authority amount by \$500,000, bringing the amended total authority amount to \$4,212,200. On July 13, 2009, the Harbor Department requested that all vendors provide a voluntarily 5% discount on all invoices for services between July 1, 2009 and June 30, 2010. The 5% discount total amount was \$35,922, and amended the total authority amount to \$4,176,278. The amount spent to date under this Agreement is \$4,075,877. The proposed Second Amendment will extend the Agreement's term by an additional eleven months, and also increase the authority under the agreement by an additional \$400,000, resulting in an amended total authority of \$4,576,278 or 42% higher than the original authority amount.

This Board action will increase the budget for the Design Services element of the Project's overall budget. The Project is currently within budget and will remain within budget should the Board approve this Second Amendment.

If approved, it is contemplated that funds under the Agreement will be expended as follows:

DATE: FEBRUARY 11, 2015

PAGE 5 OF 6

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 08-2681 WITH HDR ENGINEERING, INC.

Fiscal Year (FY)	Amount
Spent to date from FY 07/08 to FY 13/14	\$3,890,952
FY 14/15	\$ 350,000
FY 15/16	\$ 200,000
FY 16/17	\$ 135,326
Total	\$4,576,278

Funds for FY 14/15 in the amount of \$1,099,826 have been budgeted in Account No. 54220, Center No. 1172, Program No. 000. There will be a capital savings for this account in the amount of \$749,826 for FY 14/15. Funds for future fiscal years will be requested to be budgeted as part of the annual budget adoption process, upon Board approval. A funding out clause has been included in the Agreement. Subsequent to project completion, ongoing operating and maintenance costs will be borne by the State of California Department of Transportation for facilities in the State right-of-way and City of Los Angeles Department of Public Works for facilities in the City of right-of-way.

DATE: FEBRUARY 11, 2015

PAGE 6 OF 6

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 08-2681 WITH HDR ENGINEERING, INC.

CITY ATTORNEY:


The Office of the City Attorney has reviewed and approved the Second Amendment as to form and legality.

TRANSMITTALS:


1. Second Amendment to Agreement No. 08-2681
2. Exhibit D-2
3. Exhibit E-2
4. Invoice Discount Amendment

CA Approval: MB (initials)
FIS Approval: MB (initials)


Chief Harbor Engineer *for*


ANTONIO V. GIOIELLO, P.E.
Development

APPROVED:


EUGENE D. SEROKA
Executive Director

MG:tm
24852b4
24852 1-5

Author: M Gutierrez