



CITY OF LAGUNA NIGUEL CITY COUNCIL AGENDA ITEM

TO: Honorable Mayor and Council Members

FROM: Jacki Scott, Public Works Director/City Engineer

DATE: September 7, 2021

SUBJECT: Approval of Amendment No. 13 to the Professional Services Agreement for On-Call Professional Engineering Services with Derek J. McGregor, Inc. dba DMc Engineering for Pacific Island Drive Drainage and Wall Improvements Project

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Amendment No. 13 to the Professional Services Agreement for On-Call Professional Engineering Services with Derek J. McGregor, Inc. dba DMc Engineering to provide design engineering services for the Pacific Island Drive Drainage and Wall Improvements Project for a total not-to-exceed amount of \$76,380;
2. Approve a not-to-exceed 10% contingency of the total contract in the amount of \$7,638 for unforeseen conditions or extra work and authorize the Public Works Director/City Engineer to approve additional work for a total not-to-exceed amount of \$84,018, if needed; and,
3. Authorize the City Manager to execute Amendment No. 13 and future amendments to the Professional Services Agreement for On-Call Professional Engineering Services with Derek J. McGregor, Inc. dba DMc Engineering, subject to the City Attorney making non-substantive changes.

BACKGROUND

The Pacific Island Drive Drainage and Wall Improvements Project will address the drainage and runoff issues along the east side of Pacific Island Drive, approximately 3,300 feet north of Crown Valley Parkway (Attachment "A"). The top of the hillside at this location receives runoff that traverses down from Flying Cloud Drive and exits below the neighborhood onto Pacific Island Drive. The drainage system serving the neighborhoods around Flying Cloud Drive were installed with the original development in the 1960s and 1970s, prior to the City's incorporation.

During heavy rain events in past years, runoff and debris overflow the existing temporary drainage wall structure made of sandbags and chain link fencing, and spill out onto Pacific Island Drive. To provide a permanent drainage structure that will capture the runoff and act as a desilting basin for debris and sediment, a reinforced concrete wall will be designed and installed with the appropriate drainage easements.

Completion of this project supports Goal 4 (Infrastructure and Technology) of the City's adopted Strategic Plan.

ANALYSIS

On June 1, 2021, the Public Works Department issued a Request for Proposals (RFP) to provide professional services and assist with the completion of the Pacific Island Drive Drainage and Wall Improvements Project (Attachment "B") to multiple consultants from the On-Call Professional Engineering Services List. In response to the RFP, one consultant declined to propose and two consultants, Derek J. McGregor, Inc. dba DMc Engineering and Civil Works Engineers, Inc., submitted proposals.

The proposals were independently evaluated, and scores were averaged to determine the highest-rated firm. Each proposal was evaluated based on qualifications of key personnel, project management, scope of services, relevant experience, proposal quality, and cost. The evaluation sheets can be found in Attachment "C". Copies of the two proposals are on file with the City Clerk's Office.

Derek J. McGregor, Inc. dba DMc Engineering (DMc Engineering) was selected for its highly qualified staff, methodology, and extensive experience providing similar drainage analysis and design. DMc Engineering's fee was determined to be fair and reasonable and was the lowest fee proposed. The support services will be billed on a time and materials basis at the hourly rates provided in the proposal.

DMc Engineering will complete a topographic survey, hydrology study and utility research; prepare engineering drawings for the recommended permanent wall structure; prepare easement documents for construction, drainage and maintenance purposes; provide an engineer's estimate of probable cost; perform outreach and contact affected property owners; and provide project management services and construction administrative services.

Staff recommends approving Amendment No. 13 to the Professional Services Agreement with DMc Engineering to provide design engineering services for the Pacific Island Drive Drainage and Wall Improvements Project for a total not-to-exceed amount of \$76,380 (Attachment "D"). Staff also recommends approving a not-to-exceed 10% contingency of the total contract in the amount of \$7,638 for a total not-to-exceed amount of \$84,018. The contingency will cover unforeseen conditions that may arise if additional design work is needed.

ALTERNATIVES CONSIDERED

1. The City Council may decide not to approve Amendment No. 13 to the Professional Services Agreement with DMc Engineering and direct staff to reissue the RFP. Staff believes that reissuing the RFP will not result in more desirable proposals.
2. The City Council may decide not to approve Amendment No. 13 to the Professional Services Agreement with DMc Engineering and direct staff to keep the temporary structure in its place. This alternative is not recommended since heavy rain events result in unpredictable debris and mud flows onto Pacific Island Drive. Additionally, the City does not have recorded drainage or maintenance easements from the property owner and needs these documents to conduct routine maintenance.

FISCAL REVIEW

There is adequate funding in the Fiscal Year 2021-22 Capital Improvement Program Budget to fund the cost of Amendment No. 13 to the Professional Services Agreement with DMc Engineering.

LEGAL REVIEW

The City Attorney's Office has reviewed Amendment No. 13 and this staff report and has approved both documents as to form.

CONCLUSION

Staff recommends that the City Council:

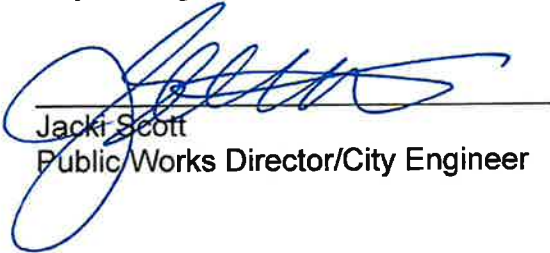
1. Approve Amendment No. 13 to the Professional Services Agreement for On-Call Professional Engineering Services with Derek J. McGregor, Inc. dba DMc Engineering to provide design engineering services for the Pacific Island Drive Drainage and Wall Improvements Project for a total not-to-exceed amount of \$76,380;
2. Approve a not-to-exceed 10% contingency of the total contract in the amount of \$7,638 for unforeseen conditions or extra work and authorize the Public Works Director/City Engineer to approve additional work for a total not-to-exceed amount of \$84,018, if needed; and,
3. Authorize the City Manager to execute Amendment No. 13 and future amendments to the Professional Services Agreement for On-Call Professional Engineering Services with Derek J. McGregor, Inc. dba DMc Engineering, subject to the City Attorney making non-substantive changes.



Tamara S. Letourneau
City Manager



Kevin G. Ennis
City Attorney



Jacki Scott
Public Works Director/City Engineer

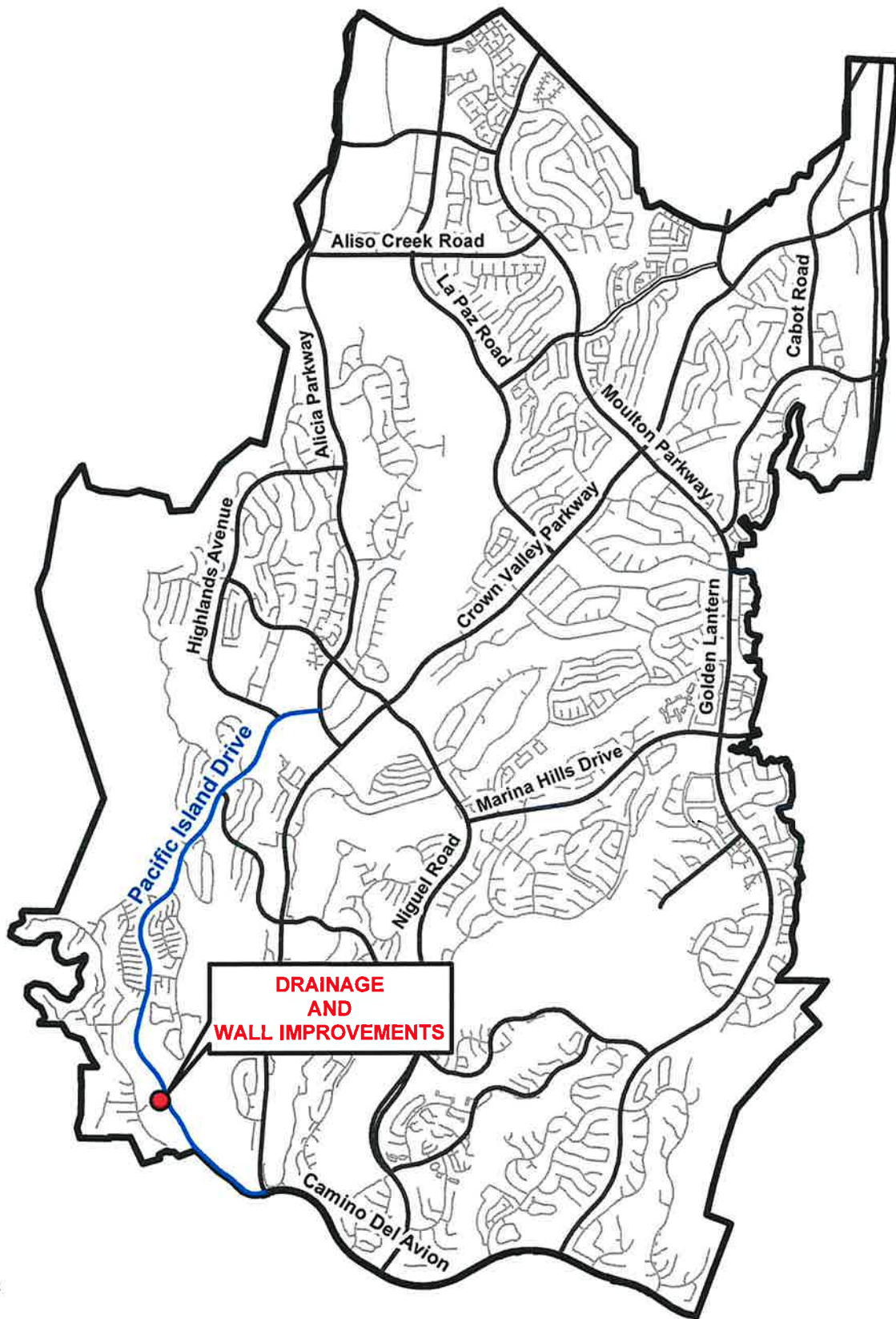


Kathy Nguyen
Engineering Services Manager

Attachments:

- A. Vicinity Map
- B. RFP for Pacific Island Drive Drainage and Wall Improvements Project
- C. RFP Evaluation Sheets
- D. Amendment No. 13 to the Professional Services Agreement with Derek J. McGregor, Inc. dba DMc Engineering

ATTACHMENT A
Vicinity Maps



1 inch = 3500 feet



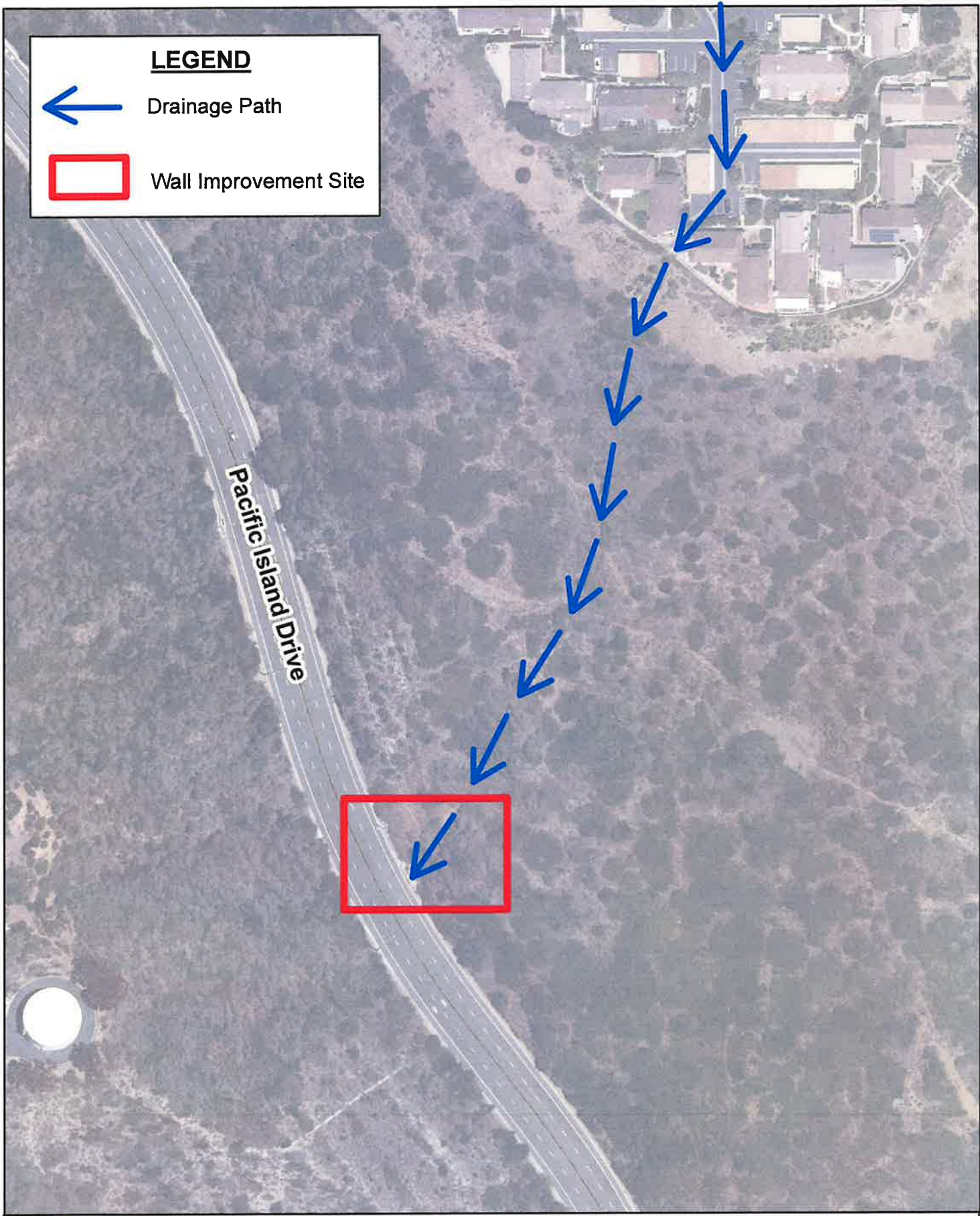
VICINITY MAP

Pacific Island Drive Drainage and Wall Improvements

LEGEND

 Drainage Path

 Wall Improvement Site



VICINITY MAP

Pacific Island Drive Drainage and Wall Improvements



ATTACHMENT B

**RFP for Pacific Island Drive Drainage and Wall
Improvements Project**



REQUEST FOR PROPOSAL for PACIFIC ISLAND DRIVE DRAINAGE AND WALL IMPROVEMENTS PROJECT

The City of Laguna Niguel, Public Works Department is requesting proposals from On-Call Consultants to provide professional services and assist with the completion of the Pacific Island Drive Drainage and Wall Improvements Project.

PROJECT BACKGROUND

The project will address the drainage and runoff issues along Pacific Island Drive by installing new drainage and a permanent reinforced concrete wall. The consultant will assist the City of Laguna Niguel in preparing a plan of action to mitigate the discharge of runoff onto Pacific Island Drive. The project will include preliminary engineering services, surveying and mapping services, final engineering services, project management services, and construction administrative services. The project has a total budget of \$100,000 and is funded by the Gas Tax Fund (SB1).

SCOPE OF SERVICES

Typical duties the consultant shall perform include, but not limited to, the following:

- A. Preliminary Engineering Services
 - 1. Research – Consultant will perform research to determine the owners of the land contributory to the discharge of runoff onto Pacific Island Drive.
 - 2. Field Investigation – Consultant will perform a field investigation of the upstream terrain along with reviewing record plans of the upstream HOA private and City public streets that are on file at the City of Laguna Niguel.

- B. Surveying & Mapping Services
 - 1. Field Topographic Survey – Consultant will perform a Field Topographic Survey of the project area.

2. Utility Research – Consultant will perform Utility Research in the area of the off-site discharge onto Pacific Island Drive.
3. Topographic Base Map – Consultant will prepare a Topographic Base Map based on the above work effort.
4. Summary of Engineer's Findings – Based on the results of the above, the consultant will provide an Engineer's Findings for addressing the drainage concerns and to assist the City of Laguna Niguel in preparing a plan of action to mitigate the discharge of runoff onto Pacific Island Drive.
5. Provide drainage easement for recordation and a temporary construction easement.

C. Final Engineering Services (PS & E's)

1. Conceptual Plan & Estimate of Probable Cost
2. Project Plans (hard and electronic copies)
3. Technical Specifications
4. Hydrology & Hydraulic Calculations
5. Structural Calculations
6. Engineer's Estimate of Probable Cost
7. Processing – Consultant will provide the above plans to the Public Works Department. Consultant will address comments generated in these reviews. This assumes two (2) submittals to the City.
8. Deliverables – This will consist of plans, specifications, and cost estimates along with the above reports at the 90% and 100% levels along with a final bid ready package
9. Meetings – Consultant will attend at least three (3) project meetings and provide regular project schedule updates.

D. Project Management Services

1. Scoping Meeting – Consultant will attend and prepare a meeting summary.
2. Coordination of Submittals – Consultant will coordinate City plan submittals, resubmittals, and responses.
3. Bid Package Preparation
4. Project Advertisement
5. Pre-Bid Meeting Coordination
6. Questions/Responses to Bidders
7. Bids – Consultant will review bids and prepare a bid tabulation summary for City review.

E. Construction Administrative Services

1. Contract Documents – Consultant will review contract documents and submit to City for execution.
2. Pre-Construction Meeting – Consultant will coordinate meeting and issue meeting summary.
3. Project Schedule & Construction Activity – Consultant will review Project Schedule and Construction activity on an as-needed basis. This will be provided on a time and materials basis.
4. RFI's (Review and Comments)
5. Change Orders/Coordination - Consultant will prepare contract change orders (if necessary) and coordinate for City approval.

6. As-built Plans – Consultant will prepare as-built plans based on contractor’s redlines.
7. Project Summary/Close-out Report

THE PROPOSAL

The consultant shall submit a letter proposal including proposed fees and resumes of proposed personnel. The proposal shall briefly describe your understanding of the City’s proposed scope of work and the objectives to be accomplished for this project/service. It should explain your understanding of the project and its complexity and provide potential solutions to identified issues and constraints. The proposal shall briefly describe the project team members to be utilized on this project.

The Proposal shall include a Fee Schedule in accordance with the Scope of Work, including the cost for reproductions, computer plotting, and messenger services. If you have any questions, please email Kathy at KAnguyen@cityoflagunaniguel.org or call (949) 362-4341. Please submit questions by 5:00 p.m. on Friday, June 11, 2021.

Consultant’s proposal must be submitted by 5:00 p.m. on Monday, June 21 2021, via email to Kathy Nguyen, Engineering Services Manager, at KAnguyen@cityoflagunaniguel.org.

ATTACHMENT C
RFP Evaluation Sheets



City of Laguna Niguel
Public Works Department

30111 Crown Valley Parkway, Laguna Niguel, CA 92677
(949) 362-4337 - www.cityoflagunaniguel.org/pw

RFP Name: Pacific Island Drive Drainage and Wall Improvements Project
RFP Issue Date: June 1, 2021
RFP Due Date: June 21, 2021
No. of Bidders: 2

| Evaluation Summary | | |
|-------------------------------|--------------------|--------------------|
| Consultant Name | Evaluation Average | Evaluation Ranking |
| DMc Engineering (Recommended) | 90 | 1 |
| Civil Works Engineering | 78 | 2 |

ATTACHMENT D

**Amendment No. 13 to the Professional Services
Agreement with Derek J. Gregory, Inc.
dba DMc Engineering**

**AMENDMENT NO. 13 TO AGREEMENT FOR PROFESSIONAL SERVICES
(PUBLIC WORKS DEPARTMENT)**

ON-CALL PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT NO. 13 TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 13") is made and entered into on _____, by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and Derek J. McGregor, Inc., a California corporation, dba DMc Engineering, hereinafter the "Consultant".

RECITALS:

- A. The City contracted with the Consultant to provide on-call professional engineering services to support the Public Works Department in the following category numbers: 1) Design Engineering, 2) Private Development Plan Checking, 3) Project and Program Management, and 4) Construction Management and Inspection Services.
- B. The City entered into a Professional Services Agreement for City of Laguna Niguel Public Works Department with the Consultant on February 5, 2019, ("Agreement") to provide professional services as requested by the City's Public Works Department. The Term of the Agreement was to commence on February 6, 2019 and continue in effect until June 30, 2021.
- C. On July 1, 2021, the City entered into an Amendment to the Agreement with the Consultant ("Amendment No. 10") to extend the Term of the Agreement for one (1) year, from July 1, 2021 through June 30, 2022.
- D. The City has requested the following additional services from the Consultant: To provide drainage analysis in support of the completion of the Pacific Island Drive Drainage and Wall Improvements Project ("Additional Services and Cost Proposal"), as described in Exhibit "A-13," attached hereto and incorporated herein.
- E. The Consultant submitted a cost proposal for the above requested Additional Services, which is included in Exhibit "A-13."
- F. Consultant has the qualifications and experience to render the requested Additional Services.
- G. City now desires to enter into this Amendment No. 13 to the Agreement with the Consultant for the requested Additional Services.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Services to be Performed by Consultant. Consultant agrees to perform the Additional Services for the City, in a manner satisfactory to the City, as detailed in Exhibit "A-13."

2. Term. This Amendment No. 13 shall become effective as of the date stated above, and will continue in effect until the Additional Services required by this Amendment No. 13 are completed, subject to termination as provided in the Agreement, except the indemnification provisions contained in the Agreement shall remain in full force and effect after Amendment No. 13 is terminated.

3. Payment for Services. City agrees to pay the Consultant for providing the Additional Services an amount not to exceed \$76,380.00. Consultant shall invoice the City monthly on a time and materials basis as set forth in Exhibit "A-13".

This Agreement No. 13 will also include a not-to-exceed 10% contingency of the total contract amount in the value of \$7,638.00 for unforeseen conditions or additional work. Prior to the use of the contingency allowance and commencement of the work, the Consultant shall obtain written approval from the City representative.

4. Continuation of Terms and Conditions of the Agreement. Except as otherwise expressly provided in this Amendment No. 13, all the terms and conditions of the Agreement, as amended by Amendment Nos. 1 through 12, shall remain in full force and effect and shall apply to the performance of services pursuant to this Amendment No. 13.

5. Authority to Sign. The person(s) executing this Amendment No. 13 on behalf of the Consultant warrants and represents that they have the authority to execute this Amendment No. 13 on behalf of the Consultant and have the authority to bind the Consultant to the performance of the obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 13 to the Agreement as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

By: _____
Tamara S. Letourneau
City Manager

ATTEST:

Eileen C. Gomez,
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

Kevin G. Ennis, Esq.
City Attorney

"CONSULTANT"

DEREK J. MCGREGOR, INC., DBA DMC
ENGINEERING

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT "A-13"

ADDITIONAL SERVICES AND COST PROPOSAL



June 21, 2021

P5525

Ms. Kathy Nguyen, PE, TE
Engineering Servicing Manager
CITY OF LAGUNA NIGUEL
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

RE: RFP – PACIFIC ISLAND DRIVE DRAINAGE AND WALL IMPROVEMENTS

Dear Ms. Nguyen:

In response to the Request for Proposals from the City of Laguna Niguel regarding the subject project, DMc Engineering is pleased to submit our qualifications for your consideration.

We propose using a team comprised of highly qualified professionals experienced in providing drainage analysis to public agencies. By selecting DMc, the City will gain the following:

- *A company with 34 years of experience in the services you are seeking*
- *A responsive team of registered professionals*
- *A team with a proven record of success in on-time, on-budget performance with numerous Cities, Counties and Special Districts, including the City of Laguna Niguel*
- *A local and highly responsive firm that places strong emphasis on regular and proactive client communications as the key to project success*
- *An active and ongoing Quality Control/Quality Assurance Program that emphasizes technical accuracy and reducing overall design and construction costs*
- *Personal involvement of the firm's principal in all project assignments*
- *A team that has a history and knowledge of the City's Standards and provisions*

We are hopeful that this opportunity will afford us the chance, once again to put into action our competence, efficiency, thoroughness, effective task management and on-time deliverables! We would also like to use this opportunity to reintroduce to the City the character of our firm, the caliber of our personnel and why the thoroughness of our work has earned us high recognition from other agencies.

DMc Engineering is experienced in providing drainage analysis, as it is one of our primary areas of expertise. DMc has overseen drainage projects from conception to creation of CIP budgets and authoring reports; to P S & E design review, processing and approval, to bid and award, to construction oversight and management, to closeout and acceptance. DMc's referenced project experience in providing Project Management services includes all the above types of services. We are experienced in program development and management. We have helped in developing programs, identified projects, established budgets, retained consultants, provided design oversight, facilitated bidding / award and managed construction.

DMc exceeds the specific qualifications for this project:

- ✓ **Experience with outside agencies:** *DMc has experience with EPA, Fish and Game, Army Corp of Engineers and Regional Water Quality Control Board. In addition, DMc has overseen paleontologists' work*



relative to artifacts and bone certification. In addition, DMc has overseen hazardous material inspections and compliance.

- ✓ **Handle large and small projects:** DMc is a small/mid-sized company, which allows us to facilitate the needs of larger projects but does not prohibit us from taking on smaller projects.
- ✓ **Deploy staff on short notice:** Our referenced projects often require expedited response and reaction to issues that may arise. DMc has always been able to meet those demands and at the same time provide a quality product.
- ✓ **Depth of team:** DMc consists of individuals that have direct (past employment) public works experience. We employ individuals that are licensed engineers experienced in design, drainage, water quality, storm water management and document control.

DMc Engineering is particularly knowledgeable about the subject project. While assessing and compiling the City's wall inventory, we discovered the Pacific Island Drive drainage structure in its present compromised condition. Besides identifying the drainage condition, DMc conducted preliminary research on the source of the drainage runoff related to the site. For these additional reasons, we feel our firm is the most qualified to resolve this runoff issue.

We look forward to your review of this information and the opportunity to discuss our qualifications with you in greater detail. Should you require additional information, please do not hesitate to contact us. The signee below has the authority to bind the company with respect to the contents included in this proposal. This proposal will remain valid for a period of 180 days from the date noted in this letter of transmittal.

Sincerely,

DMc ENGINEERING

Derek J. McGregor, PE, PLS
Principal



P5525
FEE SCHEDULE
PACIFIC ISLAND DRIVE
LAGUNA NIGUEL

Client agrees to compensate consultant for the services as noted below:

Consultant shall perform the services outlined in the above Scope of Work in accordance with the Fee Schedule noted below, including **the cost for reproductions, computer plotting, and messenger services**. Consultant shall invoice client on a monthly basis. Additional services not identified herein will be billed on a client authorized Fixed Fee or on a Time and Materials not to exceed basis in accordance with the Hourly Rate Schedule per the On-Call Professional Engineering Services Agreement with the City of Laguna Niguel.

| ENGINEERING/SURVEYING/PROJECT MANAGEMENT/CONSTRUCTION ADMINISTRATION | PM (\$180) | PE/PS (\$160) | FS (\$220) | FEE |
|---|-----------------------|--------------------------|-----------------------|--------------------|
| A. PRELIMINARY ENGINEERING SERVICES | | | | |
| 1. Field Investigation | 4 | 8 | | \$2,000.00 |
| 2. Research | 1 | 2 | | \$500.00 |
| | | | | \$2,500.00 |
| B. SURVEYING & MAPPING SERVICES | | | | |
| 1. Field Topographic Survey | 1 | | 16 | \$3,700.00 |
| 2. Utility Research | 1 | 4 | | \$820.00 |
| 3. Topographic Base Map | 1 | 20 | | \$3,380.00 |
| 4. Summary of Engineer's Findings | 8 | 4 | | \$2,080.00 |
| 5. Drainage Easement | 24 | 16 | | \$6,880.00 |
| | | | | \$16,860.00 |
| C. FINAL ENGINEERING SERVICES (PS & E's) | | | | |
| 1. Conceptual Plan & Estimate of Probable Cost | 8 | 20 | | \$4,640.00 |
| 2. Project Plans | 8 | 80 | | \$14,240.00 |
| 3. Technical Specifications | 16 | 4 | | \$3,520.00 |
| 4. Hydrology & Hydraulic Calculations | 4 | 30 | | \$5,520.00 |
| 5. Structural Calculations | 4 | 32 | | \$5,840.00 |
| 6. Engineer's Estimate of Probable Cost | 4 | 4 | | \$1,360.00 |
| 7. Processing | 4 | | | \$720.00 |
| 8. Deliverables | <i>Included Above</i> | | | \$0 |
| 9. Meetings | 6 | | | \$1,080.00 |
| | | | | \$36,920.00 |



P5525
FEE SCHEDULE (cont'd)
PACIFIC ISLAND DRIVE
LAGUNA NIGUEL

| ENGINEERING/SURVEYING/PROJECT MANAGEMENT/CONSTRUCTION ADMINISTRATION | PM (\$180) | PE/PS (\$160) | FS (\$220) | FEE |
|---|-----------------------|--------------------------|-----------------------|--------------------|
| D. PROJECT MANAGEMENT SERVICES | | | | |
| a. Scoping Meeting | 4 | | | \$720.00 |
| b. Coordination of Submittals | 4 | 4 | | \$1,360.00 |
| c. Bid Package Preparation | 16 | 4 | | \$3,520.00 |
| d. Project Advertisement | 4 | | | \$720.00 |
| e. Pre-Bid Meeting Attendance | 4 | | | \$720.00 |
| f. Questions/Responses to Bidders | 6 | 2 | | \$1,400.00 |
| g. Bid Analysis | 6 | 4 | | \$1,720.00 |
| | | | | \$10,160.00 |
| E. CONSTRUCTION ADMINISTRATIVE SERVICES | | | | |
| a. Contract Documents | 4 | | | \$ 720.00 |
| b. Pre-Construction Meeting | 6 | | | \$1,080.00 |
| c. Project Schedule & Construction Activity | 6 | | | \$1,080.00 |
| d. RFI's (review and comments) | 8 | | | \$1,440.00 |
| e. Change Orders/Coordination | 6 | | | \$1,080.00 |
| f. As-built Plans | 2 | 8 | | \$1,640.00 |
| g. Project Summary/Close-out Report | 6 | 2 | | \$1,400.00 |
| | | | | \$8,440.00 |
| TOTAL | | | | \$74,880.00 |
| TOTAL REIMBURSABLES (time & materials basis) | | | | \$1,500.00 |
| TOTAL PROFESSIONAL FEES | | | | \$76,380.00 |