Meeting Date: 10/17/06

ACTION	TYPE OF ITEM
☐ Approved Recommendation	x Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Cynthia Daniels, AICP Agenda Item No. I-5

Reviewed By: City Manager City Attorney Gillig Finance Other NA

DATE: September 28, 2006

TO: City Council

FROM: Lou Balderrama, City Engineer
Public Works Department

SUBJECT: **Eighth Amendment to Agreement with Overland, Pacific, and Cutler Inc. for Rice Avenue/Santa Clara Avenue Interchange Improvements on Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Eighth Amendment to the agreement with Overland, Pacific, and Cutler Inc. to increase the amount by $94,689.42 for a total of $1,292,987.42 for right of way acquisition and relocation services for the Rice Avenue/Santa Clara Avenue interchange improvements on U.S. Highway 101 (Agreement No. 1438-02-PW).

DISCUSSION

The City hired Cutler and Associates, now called Overland, Pacific, and Cutler, Inc., in September 2002 to perform right of way acquisition and relocation consulting services for the Rice Avenue/Santa Clara Avenue interchange improvements on U.S. Highway 101. The latest amendment increases the scope of work and fees for additional time to complete the right of way acquisition and tenant relocations required by federal law.

FINANCIAL IMPACT

The request would increase the contract cost by $94,689.42 for a total of $1,292,987.42. There are sufficient funds in Account Nos. 265-9718-826-8207 Project No. 873114 and 308-9718-871-8605 Project No. 873114 to fund this request.

LB:CD

Attachment #1 - Eighth Amendment to Agreement No. 1438-02-PW

Agreement No. 1438-02-PW

EIGHTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
(For Projects Involving Federal Highway Aid Grant Funds)

This Eighth Amendment, dated _____, 2006, amends that certain Agreement for Consulting Services ("the Agreement"), dated September 16, 2002, entered into by and between the City of Oxnard ("City") and Overland, Pacific & Cutler, Inc. ("Consultant"), as amended by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments thereto.

City and Consultant agree that Agreement is amended as follows:

1. Exhibit C is supplemented by Exhibit C-5, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit C shall be deemed to be references to Exhibits C, C-1, C-2, C-3, C-4, and C-5.

2. In subsection a of section 14, the figure "$1,198,298" is deleted and replaced by the figure "$1,292,987.42."

City and Consultant agree that as so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

_____
Dr. Thomas E. Holden, Mayor

CONSULTANT

_____
John Cutler, Principal

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

10-02-04
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

Maricela Medina, Risk Manager

APPROVED AS TO CONTENT:

Lou Balderrama, City Engineer

EXHIBIT C-5

(Amended 06/30/06)

PROFESSIONAL SERVICES FEE

In addition to all items listed in Exhibit C, C-1, C-2, C-3 and C-4 of Agreement No. 1438-02-PW, Consultant and its sub consultants shall provide the following additional services at the following fees:

1. **Project Management and Planning**

   Overland, Pacific & Cutler, Inc. Note: These fees are for coordinating the appraisal work, and for creating settlement strategies among attorney, acquisition, relocation, and appraisal team beyond the scope of work.

   $6,288.75

2. **Title Support Services**

   Overland, Pacific & Cutler, Inc. Reduction in fee to reflect task completed.

   ($16,230)

3. **Real Estate Appraisal Services**

   Integra Realty Resources. These fees reflect authorized work previously completed and billed.

   $9,890.75

4. **Dual Appraisal Services**

   Reduction in fee to reflect task completed.

   ($5,000)

5. **Appraisal Review**

   Ventura County. These fees reflect authorized work previously completed and billed.

   $4,046.52

6. **Furniture, Fixtures and Equipment Appraisals**

   Desmond, Marcello & Amster. The figure presented reflects actual costs for producing updates and revisions for settlement purposes.

   $62.50

7. **Right of Way Acquisition**

Overland, Pacific & Cutler, Inc. Additional settlement negotiations beyond scope of work.

$7,148.80

8. **Relocation Assistance Services**

Overland, Pacific & Cutler, Inc. Represents fees for authorized services completed plus fees needed to support additional and/or requested site searching services to process goodwill claims and aid in transaction settlements. Also includes anticipated future work to be completed.

$31,373.51

9. **Relocation Plan Preparation**

Overland, Pacific & Cutler, Inc. Reduction in fee to reflect task completed.

($10,000)

10. **Relocation Project Management**

Overland, Pacific & Cutler, Inc. Represents fees for authorized work previously completed.

$917.50

11. **Transaction Closing Services**

Overland, Pacific & Cutler, Inc. Represents fees for authorized work previously completed.

$115.65

12. **Property Management/Demolition Coordination**

Overland, Pacific & Cutler, Inc. Represents fees for authorized work previously completed plus anticipated future work.

$36,045.85

13. **Translation Works**

Overland, Pacific & Cutler, Inc. Reduction in fee to reflect task completed.

($46.06)

Exhibit C-5

14. Goodwill Appraisals

Desmond, Marcello & Amster. Represents fees for authorized work previously completed.

$15,075.65

15. Litigation Support

Overland, Pacific & Cutler, Inc. Anticipated fees for transactional support to City Attorney to help pursue eminent domain cases or defend claims for loss of business goodwill.

$15,000.00

TOTAL ADDITIONAL CHARGES	$94,689.42

Exhibit C-5