



Meeting Date: 3/25/2008

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Cynthia Daniels, AICP *Cd* Agenda Item No. I-4
 Reviewed By: City Manager _____ City Attorney *Gillig* Finance *W* Other NA

DATE: March 13, 2008

TO: City Council

FROM: Cynthia Daniels, Project Manager *Cynthia Daniels*
Development Services Department

SUBJECT: **Third Amendment to Agreement with Washington Group International, Inc. for Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Third Amendment to the agreement with Washington Group International Inc. in the amount of \$857,337 (an increase of \$13,880) for Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 (Agreement No. A-6738).
2. Approve a special budget appropriation to recognize revenue and appropriate \$1,800 from Gasprom Inc. for payment for consultant services by Washington Group International, Inc. for the line of sight study for the gas station at 2540 Auto Center Drive.

DISCUSSION

The City selected Washington Group International (WGI) for engineering services for the Rice Avenue/Santa Clara Avenue interchange at Highway 101 in November 2006. The Third Amendment adds additional scope and fees to allow the consultant to complete the engineering support and design services for the interchange. The work is primarily for responding to additional comments from Caltrans. WGI is completing the construction drawings, specifications, and estimate for the Rice Avenue/Santa Clara Avenue interchange improvements. The total amount of the WGI contract for the Rice Avenue interchange is \$843,457. The amount spent to date is \$740,872.94 and the remaining balance is \$102,584.06. The line of sight study was agreed between Gasprom and the City as part of settlement negotiations for the condemnation of the temporary construction easement at the Shell Gas Station owned by Gasprom. The City and Gasprom agreed to share equally the cost of the study. Gasprom has paid \$1,800 to the City.

Amendments to Agreements for Washington Group Int'l
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FINANCIAL IMPACT

The special budget will recognize revenue and appropriate \$1,800 in Account No. 301-9718-826-8201 Project No. 873114. The request will increase the agreement with WGI by \$13,880 for a total contract amount of \$857,337. There are sufficient funds in Account No. 301-9718-826-8201 Project No. 873114 to fund this request.

Attachment #1 - Third Amendment to Agreement No. A-6738
#2 – Special Budget Appropriation

Third Amendment to Agreement for Consulting Services

This Third Amendment, executed on _____, 2008, in the County of Ventura, State of California, amends that certain Agreement for Consulting Services dated November 14, 2006 ("the Agreement"), entered into by and between the City of Oxnard ("City") and Washington Group International, Inc. ("Consultant"), as amended by the First and Second Amendments thereto.

City and Consultant agree that the Agreement is amended as follows:

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

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

3. Exhibit C-1 is supplemented by Exhibit C-2, 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, and C-2.

4. In subsection a of section 14 of the Agreement, the figure "\$843,457" is deleted and replaced with the figure "\$857,337."

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

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

Douglas Sawyer
Douglas Sawyer, California Regional
Manager

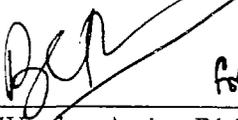
ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary L. Gillig 03-17-08
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:



Susan Winder, Acting Risk Manager

APPROVED AS TO CONTENT:



Cynthia Daniels, Project Manager

EXHIBIT A-2

US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

SCOPE OF SERVICES

UTILITY COORDINATION, PLANS, SPECIFICATIONS & ESTIMATES (PS&E) UPDATE TO 2004 STANDARD PLANS , RESPONSE TO CALTRANS REVIEW COMMENTS, LINE OF SIGHT STUDY FOR GAS STATION SIGN

March 13, 2008

BACKGROUND

Caltrans reviewed the 100% PS&E submittal in October 2007 and supplied a set of comments for Consultant to respond and address. Although most of the comments can be routinely addressed, some of the comments require additional plan sheets and additional effort on the specialty items that are beyond the original scope of work.

Additionally, City acquired the temporary construction easement for the southwest corner of Auto Center Drive and Santa Clara Avenue, where the Shell Station (Gasprom) is located. As part of the settlement negotiations, Gasprom is asking for City's agreement on a new sign for the gas station. Since Gasprom cannot establish a line of sight for the proposed sign with the new improvements, City is asking Consultant to establish a line of sight from vehicles traveling northbound (NB) on Highway 101 to where the Shell Station is.

Consultant shall perform the additional service as follows.

SCOPE OF WORK

Task 5.06 – Provide sign details for all non-standard signs. (KOA)

Consultant will revise plan sheets SQ-1 through SQ-7 to meet the current Caltrans 2006 standards for signs furnished by the contractors. Four additional plan sheets will be prepared to accommodate the sign detail information required for all non standard signs.

Task 5.07 – Review Wick Drain Standard Special Provisions (SSP) and Respond to Caltrans Comments (Kleinfelder West)

Consultant will review Wick Drain SSP and respond to Caltrans comments on the SSP.

Task 6 – Establishing Line of Sight for Shell Station (Consultant)

-Management

Provide contact with the City Project Manager, direct design staff on tasks specified, provide internal review of deliverables, and prepare invoice.

-Cut Cross Sections and Establishment of Line of Sight

Prepare plan as cut up to 5 sections from NB 101, at station 220+00 thru 224+00, based upon the Digital Terrain Model (DTM) of the improvements. A governing line of sight will be determined from the sections cut.

Deliverables:

5 cut sections, including elevations of interest along line of sight, will be provided.

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EXHIBIT B-2

SCHEDULE

Task 5.06: This task is scheduled to be completed one week after Notice-To-Proceed.

Task 5.07: This task is scheduled to be completed three weeks after Notice-To-Proceed.

Task 6: This task is scheduled to be completed two weeks after Notice-To-Proceed.

EXHIBIT C-2

FEE SCHEDULE

These services will be performed on a Time-and-Materials Basis based on the not-to-exceed amounts as shown below,

Fee for Task 5.06 (Katz, Okitsu & Associates): \$ 6,380

Fee for Task 5.07 (Kleinfelder West): \$ 4,120

Fee for Task 6 (Consultant): \$3,380

The fee for Consultant and its subconsultants is revised as shown below,

<u>Consultant</u>	<u>Original Fee</u>	<u>Change</u>	<u>Revised Not-to-Exceed</u>
Washington Group	\$687,069.77	\$3,380	\$690,449.77
<u>Subconsultants</u>			
Benner & Carpenter, Inc.	\$7,500	None	\$7,500
XY & Associates	\$10,266	None	\$10,266
Katz, Okitsu & Associates	\$27,800	\$6,380	\$34,180
Lynn Capouya, Inc.	\$13,557	None	\$13,557
Leighton Consulting, Inc.	\$11,680.23	None	\$11,680.23
AEI-CASC, Inc.	\$18,584	None	\$18,584
Peak Technical Services	\$15,000	None	\$15,000
RNF & Associates	\$52,000	None	\$52,000
Kleinfelder West	\$0.00	\$4,120	\$4,120
Total	\$843,457	\$13,880	\$857,337

2008 New Rates for Washington Group International

Due to the change of personnel of the project and subsequent change in staff labor cost, new rates are effective starting January 26, 2008 for Consultant's staff. The new rates are defined in following table :

Personnel Category	Rates beginning 1-26-2008
Project Manager	\$83.16
Project Engineer	\$62.34
Engineer/Designer	\$43.07
Engineer/Designer	\$40.17
Drafter/Technician	\$27.83
Admin / Clerical	\$22.55

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

March 25, 2008

Request is hereby made for an appropriation of total

\$ 1,800

Reason for appropriation:

Recognize revenue and appropriate funds to the Highway 101-Rice Interchange Project.

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
Capital Outlay (301)	Hwy 101-Rice Interchange 301-9718 (873114)	
	581-7519 - Miscellaneous Revenue	(1,800)
	826-8201 - Services-Arch/Engineering	<u>1,800</u>
	Net Estimated Change to Capital Outlay Fund Balance	<u><u>-0-</u></u>

Cynthia Sanchez

Manager

REQUIRES CITY COUNCIL APPROVAL

DIRECTOR OF FINANCE

Disposition

Transfer by Journal Voucher _____

Approved _____

Rejected _____

City Manager

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