



Meeting Date: 9-9-2008

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-6*

Reviewed By: City Manager *MD*

City Attorney *BA*

Finance *DC*

Other NA

DATE: September 2, 2008

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department

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

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Fourth Amendment to the agreement with Washington Group International Inc. raising the amount to \$71,000 (total agreement of \$928,337) for Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 (Agreement No. A-6738).

DISCUSSION

The City Council approved the agreement with Washington Group International (WGI) for engineering services for the Rice Avenue/Santa Clara Avenue interchange at Highway 101 on November 14, 2006. The Fourth 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 current total of the WGI contract for the interchange is \$857,337.

FINANCIAL IMPACT

The request will increase the agreement with WGI by \$71,000 for a total contract amount of \$928,337. There are sufficient funds in Account No. 301-9718-826-8201 Project No. 873114 to fund this request.

Attachment #1 - Fourth Amendment to Agreement No. A-6738

000039

Fourth Amendment to Agreement for Consulting Services

This Fourth 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, Second, and Third Amendments thereto.

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

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

2. Exhibit B is supplemented by Exhibit B-3, 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, B-2, and Exhibit B-3.

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

4. In Section 12 of the Agreement, the date "December 31, 2008" is deleted and replaced with the date "December 31, 2009."

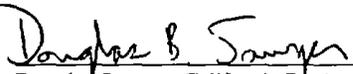
5. In subsection a of section 14 of the Agreement, the figure "\$857,337" is deleted and replaced with the figure "\$928,337."

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, California Regional Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



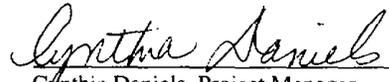
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Cynthia Daniels, Project Manager

EXHIBIT A-3

US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

SCOPE OF SERVICES

UTILITY COORDINATION, PLANS, SPECIFICATIONS & ESTIMATES (PS&E) UPDATE TO 2004 STD PLANS, RESPONSE TO CALTRANS REVIEW COMMENTS, AND UPDATE PS&E TO MEET CALTRANS JUNE 2006 METRIC HIGHWAY DESIGN MANUAL AND JUNE 2006 SEISMIC DESIGN CRITERIA

AMENDMENT NO. 4

May 13, 2008

BACKGROUND

City intends to purchase soil excavated from another project in Ventura County to use for Rice/101 project. City requests that the consultant provide Geotechnical testing on soil excavated from Ventura County to determine suitability of the said soil from Ventura County for reuse as fill material on Rice/101 project. Additionally, Caltrans requests that the consultant prepare second 100% submittal of Plan, Specification and Estimate (PS&E) package for final approval.

Consultant shall perform the additional service as follows.

SCOPE OF WORK

5.09 – Geotechnical testing on Soil samples from Ventura County (Kleinfelder West)

Consultant will provide limited geotechnical laboratory testing of soil samples, which will include sieve analysis, maximum density, corrosivity tests, direct shear test of remolded samples, and sand equivalent. A report/letter will be prepared to conclude suitability for reuse of soil on Rice/101 project.

5.10 Final PS&E Submittal and Miscellaneous(Washington Group)

-Management

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

-Prepare the second 100% submittal of PS&E package.

-Coordination with Caltrans reviewers from different disciplines to coordinate comments and reconcile difference in opinion

-Revise Storm Water Data Report (SWDR) from Caltrans comments

Page 1 of 4

EXHIBIT A

Rice Ave_US-101 IC Amend #4.doc

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ATTACHMENT 1
PAGE 3 OF 12

-Revise Fact Sheets from Caltrans comments.

-Estimate cost of alternative retaining walls required to attain standard 4:1 slope, at locations where nonstandard slope were proposed, and provide exhibits to be included in Fact Sheets to justify the current design.

-Monthly PDT meeting and coordination meeting with City and Caltrans.

-Assisting City Project manager with miscellaneous tasks.

EXHIBIT B-3

SCHEDULE

Task 5.09: This task is scheduled to be completed in one week after Notice-To-Proceed.

Task 5.10: This task is scheduled to be completed by August 29.

EXHIBIT C-3

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 5.09 (Kleinfelder West): \$ 6,000

Fee for 5.10 (Washington Group International): \$ 65,000

Based on the additional fee proposed, the revised fee for consultant and its sub-consultants will be adjusted as below,

<u>Consultants</u>	<u>Original Fee</u>	<u>Change</u>	<u>Revised</u>
Washington Group	\$690,449.77	\$65,000	\$755,449.77
Benner & Carpenter, Inc.	\$7,500	None	\$7,500
XY & Associates	\$10,266	None	\$10,266
Katz, Okitsu & Associates	\$34,180	None	\$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	\$4,120	\$6,000	\$10,120
Total	\$857,337	\$71,000	\$928,337