Meeting Date: 3/22/2011

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

Prepared By: Cynthia Daniels _____ Agenda Item No. I-6

Reviewed By: City Manager _____ City Attorney _____ Finance _____ Other: Public Works _____

DATE: March 15, 2011

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department

SUBJECT: **Third Amendment to Agreement with URS Energy & Construction Inc. (URS) for Engineering Services for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the third amendment to the agreement with URS to increase the amount by $501,003 (a total of $1,473,908) to provide engineering services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101 (Agreement No. A-7240).

DISCUSSION

The City Council approved Agreement No. A-7240 on March 9, 2010, the first amendment on July 13, 2010, and the second amendment on November 9, 2010. Agreement No. A-7240 provides engineering support services during construction, including but not limited to, responses to requests for information, review of shop drawings, preparation of change orders and other miscellaneous engineering design services. The third amendment adds scope and fees to continue the work responding to requests for information, review of submittals, preparation of change orders, and other miscellaneous engineering design services. The City and URS disagree on the responsibility for the cost of the work and other damages related to the impact on utilities from ground settlement identified in previous geotechnical reports. The City has reserved its rights to pursue reimbursement from URS for all claims, expenses, or damages related to the affected utilities.

FINANCIAL IMPACT

The total cost of the third amendment is $501,003, for a contract total of $1,473,908. There are sufficient funds in the state transportation grant (210) and federal grants (265 and 275) Project No. 873114 to fund the request.

CD
Attachment #1 - Third Amendment to Agreement No. A-7240

Agreement No. A-7240

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR ENGINEERING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Professional Services For Architectural, Landscape Architectural, Engineering, or Land Surveying Services ("Agreement") is made and entered into in the County of Ventura, State of California, this day of , 2011, by and between the City of Oxnard, a municipal corporation ("City"), and URS Energy & Construction, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on March 9, 2010, by City and Consultant. The Agreement was amended on July 13, 2010 by a first amendment, and on November 9, 2010 by a second amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-3, attached hereto and incorporated herein by reference.

2. In Section 8 of the Agreement, Exhibit B is supplemented by Exhibit B-3, attached hereto and incorporated herein by reference.

3. In Section 14a of the Agreement, the figure "$971,905" is deleted and replaced with the figure "$1,473,908." In Section 14a of the Agreement, Exhibit C is supplemented by Exhibit C-3, attached hereto and incorporated herein by reference.

4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

CONSULTANT

A. Wayne Pietz, Area Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT 1
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APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Matthew G. Winegar, Development Services Director

APPROVED AS TO AMOUNT:

Edmund F. Sotelo, City Manager

EXHIBIT A-3

US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

SCOPE OF SERVICES

ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION

AMENDMENT NO. 3

January 3, 2011

This amendment is to re-estimate the engineering support effort based on the average staff-hours that have been expended to render the service for the first nine months of the project. This amendment recalculates the additional staff-hours projected to support the project for the twelve months in year 2011.

Additionally, City directed the Consultant to perform the feasibility study of constructing the bridge in one single stage, as opposed to two-stages in the contract plans. One stage construction of the bridge will greatly shorten the construction time and potentially achieve construction cost-saving.

Consultant shall provide the following tasks:

SCOPE OF WORK

Consultant shall track staff-hours and expenses separately related to fill-induced settlement impacts to utilities under Task 4.9.

4.1– Project Management (Extension of Task 1.1)

The Consultant will provide day-to-day contact with the City Project Manager and Resident Engineer, direct design staff on assigned tasks, provide internal review of deliverables and correspondence, and prepare monthly progress reports and invoices. The Consultant will attend coordination meetings with the City, County, Caltrans and utility companies. The Consultant will coordinate project activities with sub-consultants and utility companies.

Assumptions:
The average time/hours for project manager and administration have been 24 hours/month and 4 hours/month respectively. Remaining budget as of December still provides 6 months work of this effort. Extended scope is estimated at 168 hours. (28 hours/month x 6 months = 168 hours)

4.2 – Attending Construction meeting (Extension of Task 1.2)

The Consultant will attend the weekly construction meeting, as directed by City or Resident Engineer, and provide coordination with the Irvine based design team. Attendance may be via teleconference or in person, as determined appropriate by City or Resident Engineer.

Assumptions:
The average time/hours for project manager and project engineer have been 24 hours/month and 12 hours/month respectively. Remaining budget as of December still provides 6 months work of this effort. Extended scope is estimated at 216 hours. (36 hours/month x 6 months = 216 hours)

4.3– Review and Response to RFI (Extension of Task 1.3)
The Consultant will review and respond to Requests for information (RFIs) from the contractor. Every RFI will be logged and the response will be checked before it is sent out to the contractor. The Consultant will also make site visits/field observation to assist and ensure the work in progress conforms to the site conditions.

Assumptions:
550 hours of effort has been spent on this task for the first nine months, resulting in an average of 61 hours per month on this task. Remaining budget of 120 hours still provides about 2 months worth effort of this task. Extended scope is estimated at 610 hours. (61 hours x 10 months =610 hours) The consultant will provide an estimated response schedule within 24 hours when each RFI is received.

Task 4.4– Assist in Preparation of Change Orders (Extension of Task 1.4)

The Consultant will assist the City in reviewing Request for Change Order/Notice of Potential Claims from the contractor, and provide support in preparation of Change Orders, if directed by the City. The consultant will also provide necessary coordination/interaction with the contractor and Caltrans, as directed by the City.

Assumptions:
132 hours have been expended to date toward this task, resulting in an average of 15 hours/month. Remaining 108 hours should support another 7 months of this task. Extended scope is estimated at another 75 hours. (15 hours x 5 months = 75 hours)

Task 4.5 – Review of Contractor's submittals (Extension of Task 1.5)

The Consultant will review contractor's submittals and shop drawings. The review of shop drawings will include working drawing submittals, contractor's submittals, construction contractor's proposed substitutions, and other submittals that are requested by the Resident Engineer.

Assumptions:
330 hours have been expended to date toward this task, resulting in an average of 35 hours/months. Remaining 110 hours should support another 3 months of this task. Extended scope is estimated at another 315 hours. (35 hours x 9 month = 315 hours)

Task 4.6 – Miscellaneous designs and studies directed by the City (Extension of Task 2.2)

The Consultant will provide design/study services directed by the City.
This task will include, but not limited to, the following services:

1. Attend work shops with CM team and Contractor.
2. Provide support to the CM team as directed.
3. Assist preparation of easement/legal descriptions
4. Modify address map for the City.

5. Performing other future engineering tasks directed by the City.

Assumptions:
700 hours have been expended to date toward this task, resulting in an average of 75 hours/month. It is expected the monthly staff-hours should be reduced to 50 hours/month for the remainder of the project. Remaining 300 hours should support another 5 months of this task. Extended scope is estimated at another 420 hours. (50 hours x 7 month = 350 hours)

Task 4.7 – Additional Geotechnical Tasks (URS/Kleinfelder)

Additional geotechnical service, outside of original scope, has been requested by the City and construction manager, including attending bi-weekly meetings, field trips and miscellaneous engineering analyses. See attached fee estimate prepared by Kleinfelder.
Kleinfelder is directed to track their staff-hours separately for work related to fill-induced settlements on utilities.

Task 4.8– Feasibility Study of one-stage bridge construction

The feasibility study of constructing the bridge in one-stage includes the following:

1. Perform feasibility study on estimating settlements of existing bridge resulting from one-stage embankment fill.
2. Perform structure analyses to assess the existing bridge structural integrity under the loading of differential settlements.
3. Coordinate with Caltrans function units (structure and geotechnical engineers), construction manager and City staff.

Assumptions:
The task includes feasibility study only. The scope of final engineering effort in order to go through Caltrans review/approval is dependent on Caltrans specific requirements and is not included in this task. Final engineering effort can be determined after receiving Caltrans consent on the feasibility study and City's instruction to proceed.

Task 4.9 – Engineeing service related to fill-induced settlements on utilities

City and Consultant disagree on the responsibility for the cost of work and other damages related to the impact on utilities from ground settlement. City reserves all rights to pursue reimbursement from Consultant for all expenses, claims, or damages related to the utilities affected by the ground settlement and the design and relocation of such utilities.
City takes the position that this task should include, but not limited to, design service for 45 inch and 16 inch waterline relocation and related engineering effort.
This task is to track all the engineering/design service rendered for issues which City determines are related to fill-induced settlement on such utilities.

EXHIBIT B-2

SCHEDULE

Tasks 4.1 thru 4.6: These tasks are expected to be continuous till the end of the project.

Tasks 4.7: This task is expected to be completed 6 months after NTP (Notice to Proceed).

Tasks 4.8: This task is expected to be completed 6 weeks after NTP.

Tasks 4.9: This task is expected to be continuous till the end of the project.

EXHIBIT C-3

COST PROPOSAL
US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION
ENGINEERING SERVICES DURING CONSTRUCTION

URS Energy & Construction
January 3, 2011

I. DIRECT SALARY COSTS

Personnel Category	Rates	Hours	Subtotal
Project Manager	$86.07	583	$50,179
Senior Engineer	$68.19	530	$36,141
Engineer/Designer	$44.36	617	$27,370
Professional III	$67.32	265	$17,840
Senior Engineer	$29.12	40	$1,165
Senior Project Engineer	$53.20	80	$4,256
Admin	$30.28	15	$454
Drafter/Technician	$28.80	215	$6,192
Project Control	$31.88	89	$2,837
	Subtotal	2,434	$146,434 (1)

II. INDIRECT RATE

INDIRECT RATE 150.00% x $ 146,434 (Subtotal) =Subtotal $ 219,651

Subtotal $ $219,651 (2)

III. FIXED FEE

10% x $ 366,084 (Total (1)+(2)) =Subtotal $ $36,608 (3)

IV. OTHER DIRECT COSTS

Item	Amount
Travel (Mileage)	$2,500
Reproduction	
Mail	$100

Subtotal $ $2,600 (4)

V. SUBCONTRACTOR'S COSTS

Kleinfelder West $96,710.00
Katz, Okitsu & Associates, Inc. (Traffic & Electrical)
Lynn Capouya, Inc. (Landscaping)
IDC, Inc

Subtotal $ $96,710 (5)

VI. TOTAL AMOUNT

Previous Budget(Original + Amend. 1+Amend. 2) = $971,905

Amendment 3 = **$502,003** (Total 1-5)

Total Contract Budget= $1,473,908

EXHIBIT C-3
COST PROPOSAL
ENGINEERING DESIGN SERVICES DURING CONSTRUCTION
US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

TASK	DESCRIPTION	Project Manager	Senior Engineer	Engineer/Designer	Professional III	Senior Engineer	Senior Project Engineer	Admin	Drafter/Technician	Project Control	TOTAL HOURS	TOTAL FEE
		$86.07	$68.19	$44.36	$67.32	$29.12	$53.20	$30.28	$28.80	$31.88		
4.1	Project Management	144								24	168	$36,187.80
4.2	Attending Construction Meeting	144		72							216	$42,867.00
4.3	Review and Respond to RFIs	90	150	180	75	30			45	40	610	$94,746.85
4.4	Assist in preparation of Change Orders	25	20	20						10	75	$12,984.26
4.5	Review of Contractor's submittals	30	145	140							315	$51,370.14
4.6	Miscellaneous designs and studies directed by the City	55	55	85	60			15	65	15	350	$52,520.88
4.7	Additional Geotechnical Tasks	40	20	20	20		80		40		220	$34,232.55
4.8	Feasibility Study of one-stage bridge construction	40	100	40					20		200	$34,683.55
4.9	Engineeering Service related to fill-imposed settlement on utilities	15	40	60	110	10			45		280	$43,099.79
	Sub Total	583	530	617	265	40	80	15	215	89	2,434	$402,692.81
	Grand Total	583	530	617	265	40	80	15	215	89	2,434	$402,692.81

ATTACHMENT 1
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EXHIBIT C-3

These services will be performed on a Time-and-Material Basis based on not-to-exceed amount as shown is Exhibit C-3. (See following pages for breakdowns of tasks and estimated fee).

Sub-Consultants.	**Accumulated Fee to Amendment 2**	**Change**	**Revised**
Kleinfelder	$127,697	$96,710	$224,407
Katz, Okitsu & Associates	$16,000	None	$16,000
Lynn Capouya, Inc.	$12,502	None	$12,502
IDC, Inc.	$44,956	None	$44,956
Total	**$201,155**	**$96,710**	**$297,865**

Rates for newly-added URS staff

Due to addition/replacement of personnel to support the project's specific needs, following is a list of newly-added URS staff and their rates:

Personnel Category	Name	Raw Rates (Raw)	Overhead Rates (OH) 150%	Loaded Rates (Raw+OH)	Fee 10%	Billing Rates
Professional III	Bui, Rafael	$62.52	$93.78	$156.30	$15.63	$171.93
Project Control	Tan, Sherona	$37.84	$56.76	$94.60	$9.46	$104.06
Principal Engineer	Gary Lay	$90.00	$135.00	$225.00	$22.50	$247.50
Senior Project Engineer	Neville Su	$53.20	$79.80	$133.00	$13.30	$146.30
Project Engineer	Tharma Ratnam	$37.04	$55.56	$92.60	$9.26	$101.86
Project Engineer	Jaime Reyes	$36.06	$54.09	$90.15	$9.02	$99.17
Engineer	Mark Ching	$26.44	$39.66	$66.10	$6.61	$72.71

Hourly raw rates for Kleinfelder

Attached is the **Classification Listing By Employee** for Kleinfelder, effective September 1, 2010 :

KLEINFELDER
Bright People. Right Solutions.

FEE PROPOSAL WORKSHEET

COMPANY:	SCOPE OF WORK	DATE:	REV:
KLEINFELDER	Geotechnical Support Services	12/16/2010	Amendment #2
PROJECT:		MILESTONE/PHASE/PROJ SUMMARY:	
SR-101/RICE AVENUE INTERCHANGE IMPROVEMENTS		Construction	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		Ave. RATE	AMOUNT
Endi Zhai	Sr. Principal Engineer/Project Manager	100	@	$72.12	$7,212.00
Jacques Roy	Principal Engineer/Reviewer	200	@	$54.33	$10,866.00
Hua Liu	Staff Professional	224	@	$33.83	$7,577.92
Adam Williams	Staff Engineer	80	@	$29.32	$2,345.60
Technician	Sr. Technician	40	@	$30.74	$1,229.60
Dean Fahrney	Draftsperson	40	@	$25.36	$1,014.40
Deshay Larsen	Admin support	32	@	$28.84	$922.88
	TOTAL HOURS	716		TOTAL DIRECT LABOR	$31,168.40

MULTIPLIERS

ESCALATION @		(Rate)		
OVERHEAD @	178.57%	(of Total Direct Labor + Escalation)	$55,658.53	
PAYROLL ADDITIVES @		(of Total Direct Labor + Escalation)		
			TOTAL MULTIPLIERS	$55,658.53

OTHER DIRECT EXPENSES

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage (to/from site)	200 miles	12 days	$0.5 per mile	$1,200.00
Per Diem (one meal per day)				
			TOTAL OTHER DIRECT EXPENSES	$1,200.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
			TOTAL OUTSIDE SERVICES	

FEES

OUTSIDE SERVICES ADMIN FEE		(of Total Outside Services & Outside Services Fees)		
KLEINFELDER @	10.00%	(of Total Direct Labor + Total Multipliers)	$8,682.69	
OUTSIDE SERVICES		(of Total Labor + Total Multiplier for Outside Services)		
			TOTAL FEES	$8,682.69

PREVIOUSLY AUTHORIZED FEE

Previously authorized geotechnical support	$127,697.00	$127,697.00
	TOTAL AUTHORIZED FEE	$224,406.63

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December 16, 2010

ATTACHMENT 1
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KLEINFELDER

STAFF-HOUR WORKSHEET FOR ADDITIONAL SCOPE OF SERVICES

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
KLEINFELDER 2 Ada, Suite 250, Irvine, CA 92614	Geotechnical Support Services	12/16/2010	Amendment #2
		MILESTONE/PHASE/PROJECT SUMMARY:	
		Construction	

TASK	Endi Zhai	Jacques Roy	Hua Liu	Adam Williams	Sr. Technician	Dean Fahrney	Deshay Larsen							TOTAL
Total Staff-hours	100	200	224	80	40	40	32							716
Task 1 – Preparation of Additional Written Reponses to RFI	20	80	40			16	8							164
Task 2 – Attending 8 More Coordination Meetings at the City of Oxnard & preparation of meeting info	32	32	24											88
Task 3 – Preparation of Specifications for Settlement Monitoring Testing Program														
Task 4 – Perform Additional 3 Borings and 5 CPTs														
Task 5 – Limited Field Observation and Testing	8	8		40	40									96
Task 6 – Settlement Data Analysis and Recommendation/Approval Memos	20	40	80	40		24	16							220
Task 7 – Engineering Evaluation	20	40	80				8							148

ATTACHMENT 2
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CLASSIFICATION LISTING BY EMPLOYEE

KLEINFELDER WEST, INC.

101/RICE AVENUE INTERCHANGE DSDC RECONSTRUCTION PROJECT, AGREEMENT 003

PERSONNEL	FUNCTION	RATE
Amber Nelson	Administrative I	$16.01
Jessica Robles	Administrative I	$17.68
Marcella Gonzalez	Administrative I	$18.50
Aleana Machado	Administrative I	$18.81
Trina Cardoza	Administrative I	$19.00
Connie Baker	Administrative I	$19.33
Marie L Knight	Administrative I	$21.42
Lydia Medina	Administrative I	$22.24
Tara Barrera	Administrative I	$22.80
Lupe Martinez	Administrative I	$25.36
Michele Goldman	Administrative I	$25.40
Patty Wisell	Administrative I	$31.60
Deshay Larsen	Assistant Project Manager	$28.84
Dean Fahmey	CADD Operator	$25.36
Jacques Roy	Principal Professional	$54.33
Mariusz Sieradzki	**Principal Professional**	**$58.41**
Jeff Dunn	Senior Principal	$80.37
Houman Makarechi	Senior Principal	$93.75
Arlan Rippe	Senior Principal Professional	$62.02
Endi Zhai	Senior Principal Professional	$72.11
Paul Guptill	Senior Principal Professional	$72.12
Scott Lawson	Senior Professional	$46.39
Ken Sorensen	Senior Professional	$50.48
Amanda Duran	**Staff Professional I**	**$29.81**
Karin Sarwold	Staff Professional I	$25.24
Richard Sassaman	Staff Professional II	$26.68
Adam Williams	Staff Professional II	$29.32
Hua Liu	Staff Professional II	$33.83
Madan Chirumalla	Staff Professional II	$34.10