



Meeting Date: 6/16/2009

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 *Ed* Agenda Item No. I-3

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other NA

DATE: June 4, 2009

TO: City Council

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

SUBJECT: **Sixth 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 Sixth Amendment to the agreement with Washington Group International, Inc. in the amount of \$224,159 (total agreement \$1,341,240) for Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 (Agreement No. A-6738).

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 Sixth Amendment adds additional scope and fees to allow the consultant to complete the engineering support and design services for the interchange, particularly for the utility relocations.

FINANCIAL IMPACT

The request will increase the agreement with WGI by \$244,159 for a total contract amount of \$1,341,240. There are sufficient funds in the various contractual services budgets of Project No. 873114 to fund this request.

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

Sixth Amendment to Agreement for Consulting Services

This Sixth Amendment, executed on _____, 2009, 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, Third, Fourth, and Fifth Amendments thereto.

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

1. Exhibit A is supplemented by Exhibit A-5, 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, A-3, A-4, and A-5.

2. Exhibit B is supplemented by Exhibit B-4, 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, B-3, B-4, and B-5.

3. Exhibit C is supplemented by Exhibit C-4, 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.

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

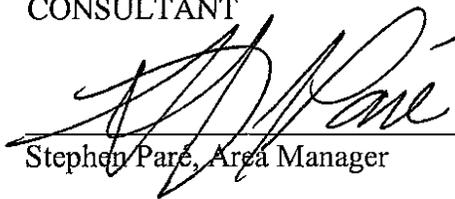
5. In subsection a of section 14 of the Agreement, the figure "\$1,117,081" is deleted and replaced with the figure "\$1,341,240."

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

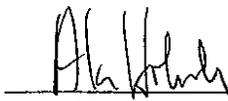


Stephen Pare, Area Manager

ATTEST:

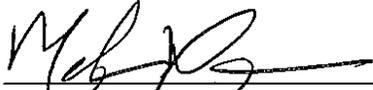
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Cynthia Daniels, Project Manager

EXHIBIT A-5

US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

SCOPE OF SERVICES

ADDITIONAL DESIGN/COORDINATION

MAY 4, 2009

BACKGROUND

City requested the Consultant to perform the following out-of-scope additional design tasks:

- Preliminary engineering designs of temporary NB on-ramp and NB off-ramp to mitigate impact to existing Verizon manholes and cabinets.
- Assist and coordinate design of SCE 66KV temporary shoofly.
- Assist and coordinate design of SCE 66KV permanent pole modification.
- Alternative design of Verizon manhole locations to facilitate installation ahead of project construction.
- Determine construction sequence of various utilities and incorporate into Special Provisions (SSP).
- Miscellaneous design and support to project team.

It is also anticipated that the Consultant will attend utility coordination meetings at City's request and produce needed exhibits to facilitate proceeding of the meetings.

Consultant shall perform the additional service as follows.

SCOPE OF WORK

Task 5.15 – Additional Design/Coordination (WGI)

The Consultant will review relocation plan sheets from utility companies, including SCE, SCG, Verizon and Time Warner Cable company, and check for conflict with proposed interchange improvements, provide redlines and comments for their revisions, attend coordination meetings with utility companies and their designers, provide exhibits and miscellaneous designs requested by the City. This task includes the following services:

5.15.1 Attending coordination meetings

The Consultant will attend all coordination meetings (estimated twice a month) at City of Oxnard.

5.15.2 Preliminary engineering designs of temporary NB on-ramp and NB off-ramp

The Consultant will perform preliminary designs of temporary NB on-ramp and NB off-ramp to mitigate construction impact to existing Verizon manholes and cabinets, which need to be kept functional during the construction of the interchange. Rough construction cost escalation will be estimated.

5.15.3 Assist SCE 66 KV temporary shoofly design

The Consultant will assist in temporary shoofly design to relocate 66 KV line to shoofly location without interfering with all interchange construction stages.

5.15.4 Assist SCE 66 KV permanent pole modification

The Consultant will assist in modifying permanent pole locations of SCE 66 KV line to clear the interchange improvements.

5.15.5 Alternative design of Verizon manhole locations

The Consultant will review Verizon design alignment and assist in rearranging proposed manhole location to facilitate installation of Verizon's proposed new line prior to interchange improvement. This will reduce the unnecessary delay in construction time due to Verizon's long lead time in connecting cables.

5.15.6 Determine construction sequence of various utilities

The Consultant will review the final designs of SCE, SCG, Verizon and Time Warner and help determine construction sequence of above said utility in relation to the proposed interchange construction stages.

5.15.7 Incorporation of utility construction stages in SSP

The Consultant will incorporate the final construction sequence into the SSP, preferably into the City specification section and get Caltrans/City's approval as applicable.

5.15.8 Miscellaneous design and support to project team.

The Consultant will provide miscellaneous design and support service as directed by the City project manager.

EXHIBIT B-5

SCHEDULE

- Task 5.15.1: This task is scheduled to be completed 24 weeks after Notice-To-Proceed.
- Task 5.15.2: This task is scheduled to be completed two weeks after Notice-To-Proceed.
- Task 5.15.3: This task is scheduled to be completed two weeks after Notice-To-Proceed.
- Task 5.15.4: This task is scheduled to be completed two weeks after Notice-To-Proceed.
- Task 5.15.5: This task is scheduled to be completed four weeks after Notice-To-Proceed.
- Task 5.15.6: This task is scheduled to be completed six weeks after Task 5.15.5.
- Task 5.15.7: This task is scheduled to be completed two weeks after Task 5.15.6.
- Task 5.15.8: This task is scheduled to be completed 24 weeks after Notice-To-Proceed.

EXHIBIT C-5

FEE SCHEDULE

These services will be performed on a Time-and-Materials Basis based on the not-to-exceed amounts as shown below (See detailed cost proposal/man-hours for each task in following sheets.),

<u>Consultant</u>	<u>Original Fee</u>	<u>Change</u>	<u>Revised Not-to-Exceed</u>
Washington Group	\$937,193.77	\$224,159	\$1,161,352.77
<u>Subconsultants</u>			
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	\$17,120.00	None	\$17,120
Total	\$1,117,081	\$224,159	\$1,341,240

EXHIBIT C-5

COST PROPOSAL

US-101/RICE AVENUE INTERCHANGE

UTILITY COORDINATION AND PS&E UPDATE TO CALTRANS 2004 STANDARD PLANS

AMENDMENT NO. 6

WASHINGTON GROUP INTERNATIONAL, INC.

May 4, 2009

I. DIRECT SALARY COSTS

Personnel Category	Rates	Hours	Subtotal
Project Manager	\$83.16	288	\$23,950
Project Engineer	\$62.34	236	\$14,712
Engineer/Designer	\$43.07	796	\$34,284
Engineer/Designer	\$40.17		
Drafter/Technician	\$27.83		
Admin / Clerical	\$22.55	30	\$677

Subtotal 1,350 \$73,623 (1)

II. INDIRECT RATE

INDIRECT RATE 170.00% x \$ 73,623 =Subtotal \$ 125,158
Subtotal
Subtotal \$ \$125,158 (2)

III. FIXED FEE

10% x \$ 198,781 =Subtotal \$ \$19,878
Total (1)+(2) (3)

IV. OTHER DIRECT COSTS

Item	Amount
Travel	
Reproduction	\$5,000
Mail	\$500

Subtotal \$ \$5,500 (4)

V. SUBCONTRACTOR'S COSTS

Benner & Carpenter, Inc. (Surveyor)
 Kleinfelder West
 Katz, Okitsu & Associates, Inc. (Traffic & Electrical)
 Lynn Capouya, Inc. (Landscaping)
 Leighton Consulting, Inc. (Geotechnical & Materials)
 AEI-CASC, Inc. (Drainage Portion)
 Peak Technical Services (SSPs)
 RNF & ASSOCIATES - Consulting Engineers (Coordination & Review)

Subtotal \$ _____ (5)

VI. TOTAL AMOUNT

Original Budget = \$1,117,081 (6)
Amendment 6 = \$224,159 (Total 1-5) (7)
 Total Contract Budget= \$1,341,240 ((6)+(7))

**EXHIBIT C-5
 COST PROPOSAL
 PROFESSIONAL ENGINEERING DESIGN SERVICES
 US-101/RICE AVENUE INTERCHANGE
 Amendment 6**

TASK	DESCRIPTION	Project Manager	Project Engineer	Engineer/Designer	Engineer/Designer	Drafter/Technician	Admin / Clerical	TOTAL HOURS
		\$83.16	\$62.34	\$43.07	\$40.17	\$27.83	\$22.55	
TASK 5.15 - Additional Design/Coordination								
5.15.1	Attending coordination meetings	96		96				200
5.15.2	Preliminary design of temporary NB loopramp and NB offramp	24	24	120				170
5.15.3	Assist SCE 66KV temporary shoofly design	24	24	80				129
5.15.4	Assist SCE 66KV permanent pole modification design	12	24	40			1	77
5.15.5	Alternative design of Verizon manhole locations	40	20	160			2	222
5.15.6	Determination of construction sequence of utilities	40	24	100				164
5.15.7	Incorporation of utility construction stage in SSP	12	80	80			8	180
5.15.8	Miscellaneous design and support to project team	40	40	120			8	208
	Sub Total	288	236	796			30	1,350
	Grand Total	288	236	796			30	1,350