



Meeting Date: 11/9/2010

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

Agenda Item No. I-5

Reviewed By: City Manager *[Signature]*

City Attorney *SMF*

Finance *[Signature]*

Other

DATE: October 20, 2010

TO: City Council

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

SUBJECT: Second Amendment to Agreement with Washington Group International Inc. to Provide Engineering Support Services for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project on Highway 101

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the second amendment to the agreement with Washington Group International, Inc. to increase the amount by \$91,555 (a total of \$971,905) 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, and the first amendment on July 13, 2010. The second amendment provides additional engineering services to redesign the relocation of city water lines affected by the ground settlement along Rice Avenue. The second amendment changes the consultant's name from Washington Group International to URS Energy & Construction Inc. (URS). Agreement No. A-7240 provides engineering support services, 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 City and the consultant 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 second amendment is \$91,555, for a contract total of \$971,905. There are sufficient funds in Fund Nos. 210, 265, 275, and 276 Project No. 873114 to fund the request.

CD

Attachment #1 - Second Amendment to Agreement No. A-7240

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR ENGINEERING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Washington Group International, Inc. ("Consultant"). This Second 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.

City and Consultant agree as follows:

- 1. In Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-2, attached hereto and incorporated herein by reference.
- 2. In Section 8 of the Agreement, Exhibit B is supplemented by Exhibit B-2, attached hereto and incorporated herein by reference.
- 3. In Section 14a of the Agreement, the figure "\$880,350" is deleted and replaced with the figure "\$971,905." In Section 14a of the Agreement, Exhibit C is supplemented by Exhibit C-2, attached hereto and incorporated herein by reference.
- 4. The Consultant name is changed from Washington Group International, Inc. to URS Energy & Construction, Inc.
- 5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

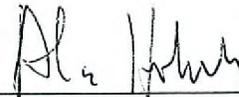


A. Wayne Pietz, Area Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Bennett G
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Cynthia Daniels
Cynthia Daniels, Project Manager

EXHIBIT A-2

US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

SCOPE OF SERVICES

ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION

AMENDMENT NO. 2

AUGUST 1, 2010

City and Consultant disagree on the responsibility for the cost of work and other damages related to the impact on utilities from ground settlement identified in previous geotechnical reports (including *Final Geotechnical Design Report, Rice Avenue/State Highway 101 Interchange Improvement Project, SR-101 KP 31.2/33.2, City of Oxnard, Ventura County, California* prepared by MCE Group, June 2003). 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. Consultant shall redesign 16-inch and 45-inch water lines to avoid adverse impacts from ground settlement and prepare one or more change orders for the construction contractor to implement the changes.

Consultant shall provide the following additional tasks:

SCOPE OF WORK

3.1- 16 inch water line design

Revise 3 existing drawings (J-17, U-18, and U-19). The purpose is to provide a new 16 inch water line on Rice Avenue south of the U.S.101 Freeway.

3.2 – 45 inch water line design

Modify one existing drawings (U-15A) and add two new drawings (U-15B and U-15C). The purpose is to provide connection details for the points of connection for the 16 inch and 45 inch water lines at Rice Avenue and Gonzales Road.

3.3- Connection of 16 inch and 45 inch waterlines

Add 1 new detail sheet (UD-11). The purpose is to provide connection details for the points of connection for the 16" and 45" water lines at Rice Ave and Gonzales Rd.

3.4- Revise waterline quantities

Revise water line quantities drawing (UQ-1). Revise and add the new quantities in the various categories to reflect the new work.

3.5– Reviewing Shop Drawings, submittal, RFIs (Requests for information).

Provide Engineering Services for reviewing shop drawings, RFIs, equipment submittals and materials submittals.

3.6– Miscellaneous engineering service

Provide engineering services for utility coordination during construction on an on-call basis, such as attending meetings/workshops with the City, construction manager and contractor, including site visits as needed.

Note: The QA/QC process for tasks 3.1 through 3.4 will be performed by an executive level engineer, Syed T. Hussain, to ensure design sheets are in conformance with URS internal QA/QC process.

EXHIBIT B-2

SCHEDULE

Tasks 3.1 thru 3.4: These tasks are expected to be completed 2 months after notice-to-proceed (NTP).

Tasks 3.5 & 3.6: These tasks are expected to be completed 6 months after NTP.

EXHIBIT C-2

These services will be performed on a Time-and-Material Basis based on not-to-exceed amount as shown in Exhibit C-2. (See following pages for breakdowns of tasks and estimated fee).

Rates for newly-added staff

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

Personnel Category	Name	Raw Rates (Raw)	Overhead Rates (OH) 150%	Loaded Rates (Raw+OH)	Fee 10%	Billing Rates
Senior Engineer	Chen, Zixuan	\$29.12	\$43.68	\$72.80	\$7.28	\$80.08
Graduate Engineer	Cheng, Flora C	\$26.96	\$40.44	\$67.40	\$6.74	\$74.14
Professional IV	Chik, Alan K	\$45.04	\$67.56	\$112.60	\$11.26	\$123.86
Admin IV	Folia Danica D	\$30.28	\$45.42	\$75.70	\$7.57	\$83.27
Professional III	Gantney, Cornelius J	\$67.32	\$100.98	\$168.30	\$16.83	\$185.13
Executive	Hussain, Syed T	\$72.84	\$109.26	\$182.10	\$18.21	\$200.31
Staff Engineer	Nguyen, Anh	\$25.00	\$37.50	\$62.50	\$6.25	\$68.75
Senior drafer	Ferry, Luke	\$35.00	\$52.50	\$87.50	\$8.75	\$96.25
Designer/Drafter	Duarte, Marylin	\$22.00	\$33.00	\$55.00	\$5.50	\$60.50
Sr Designer	Dale Snyder	\$40.00	\$60.00	\$100.00	\$10.00	\$110.00
Professional III	Miko Aivazian	\$67.32	\$100.98	\$168.30	\$16.83	\$185.13

**EXHIBIT C-2
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	Executive	Admin	Drafter/Technician	Admin / Project Control	TOTAL HOURS
		\$86.07	\$68.19	\$44.36	\$67.32	\$29.12	\$72.84	\$30.28	\$28.80	\$31.88	
3.1	16 inch water line design	6		8	24	34	2	2	24		100
3.2	45 inch water line design	6		24	24	34	2	2	40		132
3.3	Connection of 16 inch and 45 inch waterline	4		8	12	20	2	2	16		64
3.4	Revise waterline quantities	2		8	12	16	1	2	16		57
3.5	Reviewing Shop Drawings, submittal, RFIs.	12		16	40	48		2			118
3.6	Miscellaneous engineering service.	40		16	100	40		2			198
3.7											
	Sub Total	70		80	212	192	7	12	96		669
	Grand Total	70		80	212	192	7	12	96		669

ATTACHMENT
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