

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 *cd*Agenda Item No. I-3Reviewed By: City Manager *ZPB*City Attorney *PAH*Finance *pc*Other *Winegar* *WJG***DATE:** April 2, 2012**TO:** City Council**FROM:** Cynthia Daniels, Project Manager  
Development Services Department *Cynthia Daniels***SUBJECT:** Fourth Amendment to Agreement with AECOM Technical Services, Inc.  
(AECOM) 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 a fourth amendment to the agreement with AECOM to increase the amount by \$80,781.76 (a total of \$3,767,574.99) to provide construction management services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101 (Agreement No. A-7235).

**DISCUSSION**

The City Council approved the agreement with AECOM (formerly LAN) on December 8, 2009. AECOM's services include construction management, project coordination, schedule management, construction inspection, and material testing during the construction of the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. The first amendment to the agreement added fees and staff to implement the mitigation measures and environmental monitoring, inspection staff for the large water line, and other changes related to the inspection and materials testing laboratory. LAN assigned the agreement to AECOM in the second amendment to the agreement on September 22, 2010. The third amendment added fees and staff for land surveying, Native American monitors required by the mitigated negative declaration, and inspectors for the water line installation. The fourth amendment adds fees for additional Native American monitoring required by the mitigated negative declaration, adds fees for materials testing and laboratory costs for additional work due to the project delay, and extends the termination date. The majority of expenses are extra work related to the delay in the construction due to the errors or omissions of the designer, URS Energy and Construction (URS), about the impact of ground settlement on the underground utilities. Staff anticipates the city will file a claim against URS to recover all costs related to design errors resulting in unexpected changes due to the ground settlement. The fourth amendment extends the termination date from December 30, 2012 to June 30, 2013.

AECOM Amendment 4  
April 2, 2012  
Page 2

## **FINANCIAL IMPACT**

The cost of the agreement is increased by \$80,781.76 for a total of \$3,767,574.99. There are sufficient funds in "Highway 101 – Rice Interchange" Project No. 873114 to fund this request. The project is funded by federal and state grants, and several city sources.

CD

Attachment #1 - Fourth Amendment to Agreement A-7235

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on December 8, 2009, by City and Consultant. The Agreement was amended on July 27, 2010 by a First Amendment, on September 22, 2010 by a Second Amendment, and on July 26, 2011 by a Third Amendment.

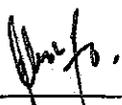
City and Consultant agree as follows:

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-2, attached hereto and incorporated herein by reference.
3. In Section 12 of the Agreement, the date "December 31, 2012" is deleted and replaced with the date "June 30, 2013."
4. In Section 14a of the Agreement, the figure "\$3,686,793.23" is deleted and replaced with the figure "\$3,767,574.99." In Section 14a of the Agreement, Exhibit C is supplemented by Exhibit C-3, attached hereto and incorporated herein by reference.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

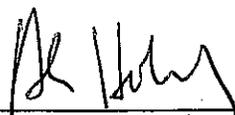
  
\_\_\_\_\_  
Peter Ho, Vice-President  
AECOM Technical Services, Inc.

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

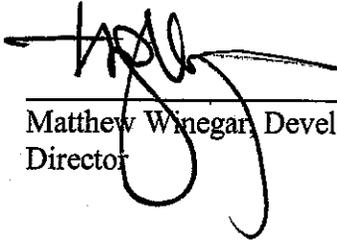
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

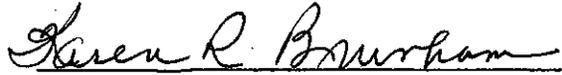
  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Matthew Winegar, Development Services  
Director

APPROVED AS TO AMOUNT:



Karen R. Burnham, Interim City Manager

**EXHIBIT A-3**  
**Scope of Services**  
**Construction Management for Rice / Santa Clara Interchange**  
**Over Highway 101**  
**Amendment No. 4**

March 7<sup>th</sup>, 2012

**Scope of Work**

Consultant shall conduct the following:

**1. Material Testing required to complete the project**

Out of sequence work, utility issues, and settlement impacts have caused material testing operations to increase in scope. Piecemeal work at Santa Clara and at Auto Center Dr, piecemeal Portland Cement Concrete (PCC) / Asphalt Concrete (AC) paving at various locations, additional waterline work, and re-compaction of fill removals, have created additional need for material testing on the project and laboratory hours.

Description of remaining work to be done:

- a) MSE wall 226 - embankment.
- b) Rice Ave (west side) embankment.
- c) R5 (loop on-ramp) construction
- d) Paving west side of Rice/Santa Clara Ave, R2 (N/B) on ramp, R5 (Loop onramp), cap V1, and Rice/Santa Clara Ave. and Ventura Blvd east. including plant inspection (2 people)
- e) Bridge work (Concrete pours) including plant inspection (2 people)
- f) Sewer work on Ventura Blvd (West)

**2. Native American Monitoring**

Settlement issues and re-staging of the project in order to mitigate some of the delays (utility relocation, redesign, settlement, etc) have caused the contractor to take longer than planned on excavations. Excavation and grading operations require a Native American Monitor to be present. Consultant considers these impacts as extra work that could not be budgeted at the beginning of this project.

Description of remaining work to be done:

- a) Monitor excavation for abutments, only if it is new excavation below fill

- b) Monitor excavation for MSE wall 226 , only if it is new excavation below fill
- c) Monitor excavation for sewer on Ventura Blvd west, only if it is new excavation
- d) Monitor excavation for loop onramp, only if it is new excavation below fill
- e) Monitor excavation for bioswales, only if it is new excavation below fill

**EXHIBIT B-2**  
**Schedule of Work**  
**Construction Management for Rice / Santa Clara Interchange  
Over Highway 101**

**Amendment No. 4**

**March 7<sup>th</sup>, 2011**

**Schedule of Work**

**1. Material Testing Services**

Seven months (7) of additional work, February 2012 to August 2012. Material Testing work will be used as-needed when required by the contractor's operations.

**2. Native American Monitoring**

Twelve weeks (12) of additional of work needed. Native American Monitors will be used as-needed during new excavations.

Exhibit C-3

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

3/7/2012

Prime Consultant: AECOM

DIRECT LABOR (SPECIFY)

Classification	Name	Range	Hours	Hourly Rate Year Ending 2012	Total
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
				\$ -	\$ 0.00
				\$ -	\$ 0.00
				\$ -	\$ 0.00
				\$ -	\$ 0.00
				\$ -	\$ 0.00
				\$ -	\$ 0.00
<b>Subtotal Direct Labor Costs</b>					<b>\$ 0.00</b>
<b>Anticipated Salary Raise : (N/A)</b>					<b>\$ 0.00</b>
<b>Total Direct Labor Costs</b>					<b>\$ 0.00</b>
<b>Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate</b>				<b>121.8%</b>	<b>\$ 0.00</b>
<b>Fee (Profit)</b>				<b>10%</b>	<b>\$ 0.00</b>
<b>Other Direct Costs</b>					
<b>Travel Costs (Form 60-2)</b>					<b>\$ 0</b>
<b>Equipment and Supplies (Form 60-2)</b>					<b>\$ 0.00</b>
<b>All Other Direct Costs (See Form 60-2)</b>					<b>\$ 0.00</b>
<b>Total Other Direct Costs</b>					<b>\$ 0.00</b>
<b>Total SubContractor Costs (attach detailed cost estimate for each subcontractor)</b>					<b>\$ 80,781.76</b>
<b>Subcontractor Administration</b>					<b>\$</b>
<b>TOTAL COST (Not to Exceed)</b>					<b>\$ 80,781.76</b>

AECOM does not add mark-up on subs

Exhibit C-3

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

3/7/2012

Sub Contractor: R. Indigineous Consultants

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
Native American Monitor	Randy Guzman Folkes	1/1/2012	6/30/2012	120	\$25.00	\$ 3,000.00
Native American Monitor	Joe Calderon	1/1/2012	6/30/2012	120	\$25.00	\$ 3,000.00
Native American Monitor	Steve Villa	1/1/2012	6/30/2012	120	\$25.00	\$ 3,000.00
Native American Monitor	Thomas Hammer	1/1/2012	6/30/2012	120	\$25.00	\$ 3,000.00
						\$ 0.00
<b>Subtotal Direct Labor Costs</b>						<b>\$ 12,000.00</b>
<b>Anticipated Salary Raise</b>						<b>\$ 0.00</b>
<b>Total Direct Labor Costs</b>						<b>\$ 12,000.00</b>
<b>Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate</b>					<b>103.1%</b>	<b>\$ 12,372.00</b>
<b>Fee (Profit)</b>					<b>8.0%</b>	<b>\$ 1,949.76</b>
<b>Other Direct Costs</b>						
<b>Travel Costs (Form 60-2)</b>						<b>\$ 0</b>
<b>Equipment and Supplies (Form 60-2)</b>						<b>\$ 0.00</b>
<b>All Other Direct Costs (See Form 60-2)</b>						<b>\$ 0.00</b>
<b>Total Other Direct Costs</b>						<b>\$ 0.00</b>
<b>TOTAL COST (Not to Exceed)</b>						<b>\$ 26,321.76</b>

AECOM does not add mark-ups on subs

Native American Monitoring scope increased due to utility relocation and settlement issues out of sequence work

Exhibit C-3

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

3/7/2012

DIRECT LABOR (SPECIFY)						
Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
Materials Tester	Steve Perez	2/1/2012	8/31/2012	220	\$99.00	\$ 21,780.00
Materials Tester	Alvin Perlas	2/1/2012	8/31/2012	220	\$99.00	\$ 21,780.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
<b>Subtotal Direct Labor Costs</b>						<b>\$ 43,560.00</b>
<b>Anticipated Salary Raise</b>						<b>\$ 0.00</b>
<b>Total Direct Labor Costs</b>						<b>\$ 43,560.00</b>
<b>Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate</b>					<b>0.0%</b>	<b>\$ 0.00</b>
<b>Fee (Profit)</b>					<b>0.0%</b>	<b>\$ 0.00</b>
Other Direct Costs						
<b>Travel Costs (Form 60-2)</b>						<b>\$ 0</b>
<b>Equipment and Supplies (Form 60-2)</b>						<b>\$ 0.00</b>
<b>All Other Direct Costs (See Form 60-2)</b>						<b>\$ 10,900.00</b>
<b>Total Other Direct Costs</b>						<b>\$ 10,900.00</b>
<b>TOTAL COST (Not to Exceed)</b>						<b>\$ 54,460.00</b>

Material testers are paid prevailing wage

Material Testers are part of Group 1 under the prevailing wage determinations made by the Director of Industrial Relations

All additional contributions to meet the prevailing wage requirements are made directly to the union (see certified payrolls)

Material Testing scope increased due to utility relocation and settlement issues out of sequence work

