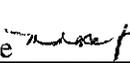




Meeting Date: 06/5/12

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: Jason M. Samonte  Agenda Item No. I-5

Reviewed By: City Manager  City Attorney  Finance  Development Services Director 

**DATE:** April 25, 2012

**TO:** City Council

**FROM:** Jason M. Samonte, Traffic Engineer   
Development Services Department

**SUBJECT:** **Third Amendment to Agreement with Iteris, Inc. for Engineering Services for the Intelligent Transportation System (ITS) Construction Integration.**

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the third amendment to the agreement with Iteris, Inc to increase the amount by \$364,702 (a total of \$2,490,644) for engineering services for the ITS construction integration (Agreement No. 5217-10-DS).

**DISCUSSION**

The City Council approved Agreement No. 5217-10-DS on November 1, 2010, the first amendment on May 31, 2011 and the second amendment on April 17, 2012. The scope of work in the original agreement included both the preparation of engineering plans and construction integration for the ITS. Construction integration includes procurement of equipment, oversight of construction, and integration of equipment. The initial cost included the preparation of engineering plans only because construction integration estimates relied on the final and approved engineering plans. The first amendment extended the term of the agreement to June 30, 2012. The second amendment extended the term to December 1, 2013 and increased the amount to \$2,125,942.

The third amendment will increase the cost to include the construction integration for the City's Information System Division (IS) and the Police Department's Information Technology Division (PD). The second amendment only covered the construction integration for the ITS. The third amendment will cover other facilities including Public Safety. The Traffic Engineering portion of the ITS construction will place the fiber optic cable in the ground and set up the gigabit Ethernet network. The City's IS and PD could then access the network by installing the connections to the fiber optic backbone.

Discussions revealed it would be more cost effective to utilize the same contractor and consultant because both firms are already mobilized.

Third Amendment to Agreement with Iteris Inc. for the Construction Integration of the ITS  
June 5, 2012  
Page 2

## **FINANCIAL IMPACT**

The cost of the agreement is increased by \$364,702 for a total of \$2, 490,644. The additional work will be funded by a combination of Measure O and COPS Technology Grant. There are sufficient funds in "ITS Construct Traffic Management Center (TMC) & Sections 1 & 2", Project No. 093108 and \$226,000 is available from FY09 COPS Technology Grant No. 772193 to fund this request.

JMS/jms

Attachment #1 - Third Amendment to Agreement for Consulting Services, No. 5217-10-DS

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of April, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Iteris, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on November 1, 2010, by City and Consultant. The Agreement previously has been amended on May 31, 2011, by a First Amendment, and on March 12, 2012, by a Second Amendment.

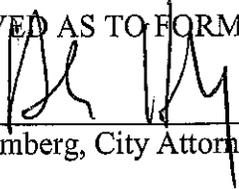
City and Consultant agree as follows:

1. Subsection a of section 14 of the Agreement is amended as follows:
  - a. The figure "2,125,942" is replaced by the figure "2,490,644".
  - b. Exhibit C is supplemented by Exhibit C2, attached hereto and incorporated herein by this reference.
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

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

APPROVED AS TO FORM:

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

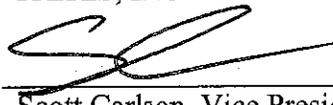
ATTEST:

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

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Karen R. Burnham  
Interim City Manager

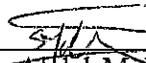
ITERIS, INC.

  
\_\_\_\_\_  
Scott Carlson, Vice President  
Western Region

APPROVED AS TO INSURANCE:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Soher Abdel-Malik, Project Manager  
Associate Traffic Design Engineer

City of OXNARD  
 OXNARD Phase 3 - Integration Scope of Work  
 Proposed Cost Estimate - Integration  
 Date: April 6, 2012

EXHIBIT C2  
 COMPENSATION

TASK		STAGE 2 - CONSTRUCTION INTEGRATION											HOURS	COST		
		Scott Carlson, P.E. Project Manager	Paul Frislie Design Lead	George Gener Integration Lead	Gabe Murrillo Project Engineer	Liency Aquino Project Engineer	Alicia Yang Project Engineer	Braulio Ramirez Project Engineer	Naree Kim Project Engineer	Sai Chundi Project Engineer	Stuart Hunter Project Engineer	Admin Staff				
FY11 Rate		\$180.00	\$145.00	\$180.00	\$180.00	\$110.00	\$140.00	\$110.00	\$125.00	\$125.00	\$110.00	\$110.00	\$90.00			
<b>Task 8</b>	<b>IT Hardware</b>	<b>NO ITERIS LABOR IN THIS TASK</b>											0	\$ 249,549		
Task 8.1	Public Services IT Hardware													0	\$ 199,503	
Task 8.2	City IT Hardware													0	\$ 19,881	
	Shipping and Handling													0	\$10,969	
	Sales Tax													0	\$19,196	
<b>Task 8</b>	<b>IT Integration</b>	30	0	344	0	337	0	0	0	0	0	0	0	711	\$104,361	
Task 8.0	PM Services	30		50										80	\$14,400	
Task 8.1	Public Services Labor			160		180								340	\$48,600	
Task 8.2	City IT Labor			40		65								105	\$14,350	
Task 8.3	Test Plan			10		10								20	\$2,900	
Task 8.4	Acceptance Testing			40		40								80	\$11,600	
Task 8.4	Training			20		20								40	\$5,800	
Task 8.5	Construction Maanagment			24		22								46	\$6,711	
	<b>Total Hours Labor</b>	<b>30</b>	<b>0</b>	<b>344</b>	<b>0</b>	<b>337</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>711</b>		
															<b>Total Labor</b>	<b>\$104,361</b>
															<b>Total Hardware and Systems</b>	<b>\$249,549</b>
															<b>ODCs (Travel, expenpenses, etc.)</b>	<b>\$10,792</b>
															<b>Total Project Cost</b>	<b>\$364,702</b>

2012

EXHIBIT C2