

**STAFF REPORT**

**SUBJECT:** Route 101/Stowell Road and Route 101/Donovan Road Interchange  
Projects

**MEETING DATE:** May 15, 2003

**AGENDA ITEM:** 7C

**RECOMMENDATION:**

Authorize the Chair to execute Amendment No. 8 to the agreement with RBF Consulting (RBF) for design services in the amount of \$29,800.

**DISCUSSION:**

In May 1998, the SBCAG board approved the execution of a contract with RBF Consulting (RBF) to complete preliminary engineering and environmental studies for both the Route 101/Stowell Road Interchange and the Route 101/Donovan Road Interchange projects. RBF's contract has been amended since that time to address the inclusion of design engineering, right-of-way support and acquisition services and design support during construction. To close out their efforts on this project, Amendment No. 8 in the amount of \$29,800 is being recommended to the board for approval. This amendment is to address the following items:

1. *Record Drawings.* This effort includes the drafting of field corrections and construction changes to the design plans to reflect the "as-built" condition of the project(s). The plans shall be stamped "Record Drawings" sent to the Resident Engineer for signature. *Total fee – \$9,731.*
2. *Retained Fee:* SBCAG has invariably structured its design contracts on cost plus fixed fee, with a provision to retain 10% of the fixed fee. To date the unpaid portion of retained fee has totaled \$9,621 on nearly \$1.7 million in services. There is currently not sufficient room in the contract budget to pay this retention. *Total fee – \$9,621.*
3. *Design Support Costs:* Amendment No. 6 was approved to provide a preliminary budget for design support services that were required during construction. The amount of that amendment was \$90,000, or 1% of the construction value. Additional services were required of RBF that have exceeded the budget. The additional scope included additional utility (waterline) redesign, and development of grid grades for all cross section road areas. *Total fee – \$11,192.*

Staff is requesting that Amendment No. 8 be approved in the amount of \$29,800. There are sufficient funds in the FY 2002-03 LTA Capital Projects budget for this amendment and no appropriation increase is required.

A detailed breakdown of the extra work scope and costs is shown below in Table 1.

**Table 1  
Summary of Extra Work by Project Location**

Extra Work Description and Contract Task	Rt 101/Stowell	Rt 101/Donovan	Total
Record Drawings	\$4,865	\$4,866	\$9,731
Retained Fee	\$4,623	\$4,998	\$9,621
Design Support	\$4,479	\$6,714	\$11,193
<b>Subtotal</b>	<b>\$13,967</b>	<b>\$16,578</b>	<b>\$30,545</b>
<b>Paid from Existing Budget</b>	<b>\$278</b>	<b>\$467</b>	<b>\$745</b>
<b>Total Amendment No. 8</b>	<b>\$13,689</b>	<b>\$16,111</b>	<b>\$29,800</b>

**COMMITTEE REVIEW:** None

**STAFF CONTACT:** Fred Luna

**Amendment No. 8  
May 15, 2003**

It is mutually agreed the Standard Agreement for Technical Services for the Route 101/Donovan Road and Route 101/Stowell Road Interchange Projects between the Santa Barbara County Association of Governments (SBCAG) and CONSULTANT (RBF Consulting) is amended as stated below.

» Amend Article 3.2 to read:

	Route 101/Donovan Road Interchange Project (\$)	Route 101/Stowell Road Interchange Project (\$)	TOTAL	SCOPE
ORIGINAL	141,548	143,018	284,566	Phase I – Preliminary engineering.
Amendment No. 1	14,445	13,061	27,506	<u>Extra Work No. 1 and 2</u> Advance the following portions of Phase II – Final Engineering Work to Phase I – Preliminary Engineering to facilitate design and resolve critical issues earlier: <ul style="list-style-type: none"> <li>▪ Task 6.1, Project Management and Administration (portion),</li> <li>▪ Task 7.2, Right of Way Surveys (100%),</li> <li>▪ Task 9.1, Right of Way and Appraisal Maps (portion), and</li> <li>▪ Task 9.2, Title Reports (100%). See Attachments A-1 and A-2.</li> </ul>
Amendment No. 2	637,444	567,949	1,205,393	Phase II – Final engineering and right-of-way services.
Amendment No. 3	5,554	6,940	12,494	<u>Extra Work No. 3 and 4 – Additional Phase I Expenses</u> <ul style="list-style-type: none"> <li>▪ California Fish and Game review fees (paid by SBCAG but drawn against this agreement).</li> <li>▪ Additional reproduction expenses for Project Report and Initial Studies, etc.</li> </ul>
Amendment No. 4	0	13,145	13,145	<u>Extra Work No. 5 – Additional Phase II Design Services</u> Final engineering associated with lengthening the existing over crossing to accommodate northbound/ southbound off-ramp improvements, and 35% design of the northbound on- and off-ramps and the southbound off-ramp.

	Route 101/Donovan Road Interchange Project (\$)	Route 101/Stowell Road Interchange Project (\$)	TOTAL	SCOPE
Amendment No. 5	0	2,345	2,345	<u>Extra Work No. 6 – Additional Phase II Design Services</u> Design evaluation, analysis, and recommendations regarding conveyance of flows at Stowell Road and Bradley Channel and sizing and detailing of the box culvert at Bradley Channel
Amendment No. 6	45,000	45,000	90,000	Design support services during construction.
Amendment No. 6A	10,000	-10,000	0	Internal transfer of funds
Amendment No. 7	15,419	24,926	40,345	<u>Extra Work</u> Additional staging plans, drainage analysis, right-of-way acquisition, utility coordination and retaining wall design.
Amendment No. 8	16,111	13,689	29,800	Design support services during construction, as-built plans, development of survey grid grades.
Total Contract	\$885,521	\$820,073	\$1,705,594	

These modifications to the agreement are in compliance with Article 33, Amendments of the above referenced agreement. This amendment is hereby made a part of the Standard Agreement for Technical Services for the Route 101/Donovan Road and Route 101/Stowell Road Interchange Projects.

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IN WITNESS WHEREOF, the parties hereto have executed this amendment to the Standard Agreement for Technical Services for the Route 101/Stowell Road and Route 101/Donovan Road interchange projects on the day and year below written, but effective as of the day and year first set forth above.

**RBF CONSULTING**

By: \_\_\_\_\_  
Name: Garrett Gritz  
Title: Vice President  
Date: \_\_\_\_\_

**SBCAG**

By: \_\_\_\_\_  
Name: Laurence Lavagnino  
Title: Chair, SBCAG  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: James M. Kemp  
Title: Executive Director  
Date: \_\_\_\_\_

Approved as to Form and Procedure:

Stephen Shane Stark  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel,  
Counsel for SBCAG