



Meeting Date: 02/13/07

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: Sabrina Rodriguez, Management Analyst *SR* Agenda Item No. I-4
 Reviewed By: City Manager *mmh* City Attorney *[Signature]* Finance *SW* Other (Specify) _____

DATE: January 22, 2007

TO: City Council

FROM: Matthew G. Winegar, Development Services Director
Development Services Department *[Signature]*

SUBJECT: First Amendment to Consulting Services Agreement for Construction Management Services for the Downtown Street Tree & Sidewalk Replacement Project

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement (3385-05-DS) with Douglas E. Barnhart, Inc. in the amount of \$529,633, for construction management services for the Downtown Street Tree & Sidewalk Replacement Project for a total of \$2,712,588.

DISCUSSION

Agreement No. 3385-05-DS was originally executed on June 1, 2005 between the City of Oxnard and Douglas E. Barnhart, Inc. (DEB) for construction management services for the Civic Center Renovation Project. The first amendment will add construction management services for the Downtown Street Tree & Sidewalk Replacement Project. Council approved plans and specifications for this project on October 13, 2006.

FINANCIAL IMPACT

The cost of the first amendment to agreement with Douglas E. Barnhart, Inc. is \$529,633, which brings the total cost of the agreement to \$2,712,588. There are sufficient funds in the Central Business District Streetscape Project #048204 to pay the additional cost of the amendment.

MGW/sbr

Attachment #1 - First Amendment to Agreement between the City of Oxnard and Douglas E. Barnhart, Inc.

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment to Agreement, entered into in Ventura County, California on January 1, 2007, amends that certain Agreement for Consulting Services ("Agreement"), entered into by and between the City of Oxnard, a municipal corporation ("City"), and Douglas E. Barnhart, Inc. ("Consultant"), on June 1, 2005.

A. City and Consultant agree that the Agreement shall be amended as follows:

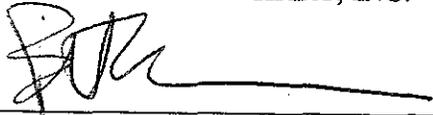
1. Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A1, attached hereto and incorporated in full herein by this reference.
2. Subsection a of section 14 of the Agreement is amended as follows:
 - a. The figure "\$2,182,955" is replaced by the figure "\$2,712,588".
 - b. Exhibit C is supplemented by Exhibit C1, attached hereto and incorporated herein by this reference.

B. City and Consultant agree that as so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

DOUGLAS E. BARNHART, INC.

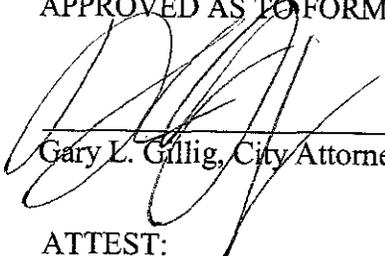
Dr. Thomas E. Holden, Mayor



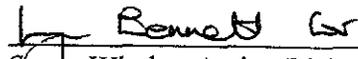
Brian Cahill, Executive Vice President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Gary L. Gillig, City Attorney

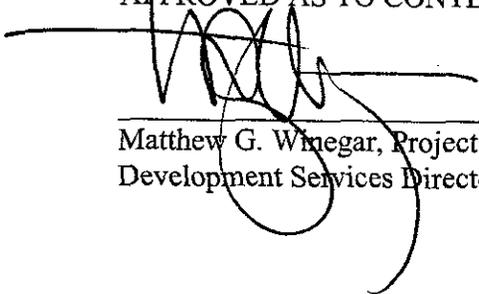


Susan Winder, Acting Risk Manager

ATTEST:

APPROVED AS TO CONTENT:

Daniel Martinez, City Clerk



Matthew G. Winegar, Project Manager
Development Services Director

EXHIBIT A1

SCOPE OF SERVICES

Consultant shall provide the following construction management services related to the Downtown Street Tree & Sidewalk Replacement Project (“the Project”):

Construction Phase

- Provide, in cooperation with the Architect, administration of the Trade Contracts as set forth below.
- Schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling. Prepare and promptly distribute minutes before the next scheduled meeting.
- Provide administrative management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the City and the Architect to complete the Project in accordance with the City's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement. Act as the City's single point of contact, responsibility and accountability throughout all phases of the Project
- Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.
- Use best efforts to achieve satisfactory performance from each of the Contractors. Recommend courses of action to the City when requirements of a Contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action.
- Provide regular monitoring of the approved estimate of construction costs, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the City and the Architect whenever projected costs exceed budgets or estimates.
- Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Recommend necessary or desirable changes to the Architect and the City, review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and the City, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the City's authorization.
- Work with City to develop and implement procedures for the review and processing of Applications by Contractors for progress and final payment to the Trade Contractors. Make recommendations to the Architect for certification to the City for payment.

- Receive and verify, in cooperation with Architect and IOR, Contractors' Applications for Payment; forward to City for check processing. Prepare a master Application for Payment for City and Architect review each month, representing amounts invoiced by each Contractor and certified by Architect (and inspector if required).
- Review the safety programs developed by each of the Trade Contractors for purposes of coordinating the safety programs with those of the other Trade Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Trade Contractors, or the subcontractors, agents or employees of the Trade Contractors or any other persons performing portions of the work and not directly employed by the Construction.
- Assist in and monitor efforts to obtain building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the City has paid applicable fees and assessments. Assist in and monitor efforts to obtain approvals from authorities having jurisdiction over the Project. Promptly inform City of the progress of permit applications and approval requests.
- Assist the City in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.
- Determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Use best efforts to guard the City against defects and deficiencies in the Work. As appropriate, require special inspection or testing or make recommendations to the Architect regarding special inspection or testing of Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Reject Work that does not conform to the requirements of the Contract Documents after review and approval of Architect.
- Consult with the Architect and the City if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questing that may arise.
- Record the progress of the Project. Submit written progress reports to the City and the Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the City may require. Make the log available to the City and the Architect.
- Arrange for delivery, storage, protection and security for City-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.
- Observe, with the Architect and the City's maintenance personnel, all Trade Contractors' check-out including, but not limited to, utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

- Prepare a list of incomplete or unsatisfactory items and a schedule for completion after each Contractor's work or a designated portion thereof is determined to be substantially complete. Assist the Architect in conducting inspections. Coordinate the correction and completion of the work after the Architect certifies the Date of Substantial Completion of the work.
- Assist the Architect in determining when the Project or a designated portion thereof is substantially complete. Prepare a summary of the status of the work of each Contractor, listing changes in any previously issued Certificates of Substantial Completion of work and recommending the times within which the Contractors shall complete uncompleted items on their Certificates of Substantial Completion of the work.
- Evaluate, following the Architect's issuance of a Certificate of Substantial Completion of the Project or a designated portion thereof, the completion of the work of the Contractors and make recommendations to the Architect when work is ready for final inspection. Assist the Architect in conducting final inspections. Secure and transmit to the City required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the City.
- Assist the Architect with information necessary to provide for issuance of the Certificate of Completion.

Labor Compliance

- Receive certified payroll reports from general and subcontractors and perform random comparison of certified payroll and prevailing wage schedules. Compare names and social security number with trade classification listed and ensure appropriate wages are used the classifications listed. Refer findings to City for clarification and resolution.
- Review certified payroll reports randomly for correct apprenticeship to journeyman ratios and verify that all apprentices are enrolled in a bona fide apprenticeship program. Ensure that all apprenticeship documentation is submitted and up-to-date. Refer findings to City for clarification and resolution.
- Conduct periodic interviews with workers at the construction site and note any observed infractions. Refer findings to City for clarification and resolution.

Post-Construction Phase

The Post-Construction Phase for the Project shall commence upon completion of the Construction Phase, and shall end at the expiration of one year from commencement.

- Provide coordination of and direction to the Trade Contractors in the performance of any warranty work properly requested by the City.
- Coordinate the warranty work of any Trade Contractor with a warranty in excess of one year.

EXHIBIT C1
COMPENSATION

Consultant shall be compensated at the following rates for services provided:

DOWNTOWN STREET TREE AND SIDEWALK REPLACEMENT PROJECT

Construction Management Services (Multi-Prime)	
Estimated Value of Construction (Trade Contractor Costs): \$2.7M	
Description	
General Conditions (Per Attached Detail)	\$385,514
Fee on General Conditions (4.7%):	\$18,119
Fee on Total of Trade Contractor Contracts (4.7%) estimated at \$2.7M:	\$126,000
Section Totals:	\$529,633

Hourly Rates-Additional Services	
Principal-in-Charge	\$135/hr
Construction Manager	\$110/hr
Superintendent	\$110/hr
Scheduler	\$95/hr
Accountant	\$65/hr
Coordinator	\$75/hr
Administrative Support	\$48/hr

NOTES:

1. Fee for Trade Contractors based on 2.7M Compensation to be recalculated and adjusted accordingly when actual construction costs are determined at completion.
2. Reimbursable Costs, Requested and Approved by the Owner, will be billed at cost plus 4.7%.
4. Does not include jobsite Security. This will be handled separately based on need.
5. Fee is based on total of Sum of low Trades at bid-time.
7. Does not include plan reproduction, plan distribution (bid documents)
8. Does not include Permits, Fees (to be paid by City)
9. Does not include SWPPP design, fees. Design by Architect, Fees by City.
12. Electrical and Water meter charges to be billed directly to, and paid by City.

**Downtown Street Tree & Sidewalk Replacement Project
General Conditions
Douglas E. Barnhart, Inc. (DEB)**

GENERAL CONDITIONS

	Qty.	Unit	L unit	Labor	M unit	Mat.	E unit	Equip.	Total
Supervision	26	WK	1950	50700		0	0	0	50700
Field Office Rental-MOB/DEMOB Clerk	6	MO		0		0	1337	8022	8022
Office Supplies	26	WK	640	16640		0	0	0	16640
Telephone Service	10	WK		0	200	2000	0	0	2000
Small Tools	6	MO		0		0	600	3600	3600
Field Toilets/wash stations-Large	26	WK		0		0	50	1300	1300
Project Gas and Diesel	6	MO		0		0	1500	9000	9000
Dumpster	0	MO		0		0	975	0	0
Safety Equip.	6	MO		0		0	600	3600	3600
Temporary Fencing	6	WK		0		0	27	162	162
Final Clean	2000	LF		0		0	3	6000	6000
Project Management	0	SF		0		0	0.45	0	0
Safety Training	26	WK	2200	57200		0	0	0	57200
Pre-Employment Fees	6	MO	42	252		0	0	0	252
Inspector Office	6	MO		0		0	48	288	288
SWPPP Program Management	0	MO		0		0	425	0	0
PM Support	1	LS		0	750	750	7500	7500	8250
Coordinating Supervisor	0	WK	240	0		0	0	0	0
Scheduling Engineer	6	MO	300	1800		0	0	0	1800
	13	WK	120	1560		0	0	0	1560

SPECIAL CONDITIONS

Temp. elect. Connection/ rental	1	LS		0		0	12000	12000	12000
Temp. Water Connection	1	LS		0		0	3000	3000	3000
COC Insurance Allowance	0	LS		0		0		0	0
Jobsite Sign	4	EA		0		0	700	2800	2800
Security Allowance	0	EA		0		0	0	0	0
Inspector Furnishing	0	LS		0		0	0	0	0
DEB Computer Systems	1	LS		0		0	3500	3500	3500
Contract Closeout	1	LS	5000	5000		0	0	0	5000
Traffic Control	1	LS		0		0		125000	125000
Job Photos-Digital Camera	6	MO	0	0		0	100	600	600

SPECIAL EQUIPMENT

DEB equipment Maint	6	MO	220	1320		0	700	4200	5520
DEB equipment Depreciate	6	MO		0		0	2000	12000	12000

MISC.

Deputy Inspector	0	WK						0	0
Special Inspections/Testings	0	LS						0	0

	134,472	2,750	202,572	339,794
Burden @34%:	45,720			
	\$180,192			
GRAND TOTAL:				\$385,514

1 Does not include actual cost of SWPPP (by Trades). Management of SWPPP program only.
 2 COC Insurance NIC.
 3 Security is optional. PM team to monitor and implement if necessary.