



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: Grant Dunne, Management Analyst III *GD* Agenda Item No. I-5  
 Reviewed By: City Manager *GPB* City Attorney *DA* Finance *SW* Public Works - Ken Ortega  
 Other (Specify) *WR*

**DATE:** March 21, 2007

**TO:** City Council

**FROM:** Mark Norris, Assistant Director of Public Works *MN*

**SUBJECT:** **Second Amendment to Agreement For Consulting Services Between the City of Oxnard and Kennedy Jenks Consultants for Redwood Trunk Sewer Project**

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Second Amendment to Agreement For Consulting Services Between the City of Oxnard and Kennedy Jenks Consultants for the Redwood Trunk Sewer Project (Agreement No. 2099-04-PW).

**DISCUSSION**

Staff recommends continuing the City's agreement for consulting services with Kennedy Jenks Consultants to additional engineering and evaluation services that were identified during the construction of the Redwood Trunk Sewer Project. The Second Amendment will amend the scope of services to include services such as project partnering, resolution of Lift Station 29 shoring and dewatering issues and the preparation of an electrical operation and maintenance manual for Lift Station 29. The total cost of these services is \$135,040 and will increase the agreement value from \$760,104 to \$895,144.

**FINANCIAL IMPACT**

There are sufficient funds appropriated in the Wastewater Collection Enterprise Fund Account Number 613-6613-822-8201 Project No. 916102 (Wastewater Collection/Redwood Trunk Phase II/Contracts - Engineering) in Fiscal Year 2006-07 budget for the expense of consulting fees for this project

GD

Attachment #1 – Second Amendment to Agreement For Consulting Services Between The City of Oxnard and Kennedy Jenks Consultants for the Redwood Trunk Sewer Project

**SECOND AMENDMENT TO AGREEMENT  
FOR CONSULTING SERVICES**

This Second Amendment to Agreement for Consulting Services, dated December 18, 2006, is entered into by and between the City of Oxnard, a municipal corporation ("City"), and Kennedy Jenks Consultants ("Consultant"), and amends that certain Agreement for Consulting Services ("the Agreement") entered into on the 2nd day of January, 2004, as amended by the First Amendment thereto.

City and Consultant agree that the Agreement is amended as follows:

- 1. In section 14 of the Agreement, the figure "\$760,104" is deleted and replaced with figure, "\$895,144".
- 2. In Section 1 of the Agreement, "Exhibit A1", attached hereto and incorporated by reference, is substituted for "Exhibit A".

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

CITY OF OXNARD

CONSULTANT

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

\_\_\_\_\_  
Jeff Savard, Vice President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Gary L. Gillig, City Attorney

\_\_\_\_\_  
Susan Winder, Interim Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Mark S. Norris, Project Manager

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## **EXHIBIT A 1**

### **SCOPE OF SERVICES**

The Project includes, both the Redwood/Ventura Segments and Hemlock/Gonzales Segments and Pump Station 29 Improvements of City's Redwood Trunk Sewer Project.

#### **TASK A -PROJECT MANAGEMENT AND QUALITY CONTROL**

##### **Subtask A01 -Project Administration/Construction Management - \$28,459**

Consultant shall provide construction project management/administration services, which includes supervision of Consultant' in-house staff and project subconsultants, planning and monitoring contract budget and schedule, reviewing and submitting invoices, and communicating with the Contractor and coordinating with Malcolm Pirnie and City.

##### **Subtask A02 -Subconsultant Management -\$23,230**

Consultant shall provide project management of several of the project subconsultants including arranging and establishing agreements, and coordinating the necessary subconsultant efforts for the project and construction activities with the designated subconsultants. The subconsultants include the following:

- Microtunneling - Jacobs Associates
- Geotechnical - Padre Associates
- Lift Pump Station 29 - Malcolm Pirnie
- Traffic Control/Surveying - Penfield & Smith

##### **Subtask A03 - Project Documentation - \$23,378**

Consultant maintain close contact with the individuals performing the work, with the Construction Manager's Project Manager, and with City, through both formal and informal lines of communication. Formally, all matters relating to the project shall be documented. Consultant shall establish, coordinate and keep shall maintained files for all required documentation. maintain dual sets of project files for all construction correspondence. One set shall be maintained at the project site and the other at the Consultant's office.

##### **Subtask A04 - (NOT A PART)**

##### **Subtask A05 - Quality Assurance/Quality Control - \$29,056**

Consultant shall provide quality assurance/quality control for all aspects of the project, including detailed checking of work by in-house staff and review of work submitted by Consultant's subconsultants.

**Subtask A06 - (NOT APART)**

**Subtask A07 - Coordination with Headworks and Lift Pump Station 29 - \$30,720**

Consultant shall provide the overview and coordination with Malcolm Pirnie for the construction administration services for Lift Pump Station 29 and interface at Manhole AAA+001 at the new Headworks site. This task includes receipt of shop drawings, dispersal to Malcolm Pirnie for review and comment, review by Consultant, and transmittal back to the Construction Manager contractor. Also included is coordination with the contractor regarding schedule so that inspection shall be performed efficiently.

**Subtask A08 - Value Engineering/Project Enhancement Workshops - \$3,752**

Consultant shall attend and participate in three (3) Value Engineering/Project Enhancement Workshops conducted by City's consultant Harris and Associates.

**Subtask A09 - Project Plan - \$11,980**

Consultant shall prepare a Project Plan for the benefit of the entire project team. The project plan shall identify and establish the project specific responsibilities and expectations of each key project team member, shall establish the task specific schedules and budgets, and shall establish procedures and guidelines for our work efforts and products. The project plan shall serve as a project specific guide to keep the project team focused and this project on track.

**TASK B - NOTA PART**

**TASK C - NOT A PART**

**TASK D - BID PHASE SERVICES**

**Subtask D01 - Pre-Bid Construction Conference - \$8,167**

Consultant shall attend and participate in two pre-bid construction conference's prior to City receiving construction bids, and on a date's established by City. The estimated level of effort assumes one two pre-bid conference's, one for each project for the both projects.

**Subtask D02 - Bid Document Interpretation and Addendum Preparation - \$53,055**

Consultant shall provide services during the bid phase including answering questions and interpreting bid documents for prospective bidders. Consultant shall also prepare addenda, for reproduction and distribution by City, as appropriate to interpret, clarify, or expand the bid documents.

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**Subtask D03 - Bid Opening -\$1,394**

Consultant shall attend the bid opening for each of the projects with Malcolm Pirnie and City. The estimated level of effort assumes two (2) bid openings for a total of 16 hours for the Project Manager.

**Subtask D04 - Bid Review - \$14,539**

Consultant shall review and analyze the bids received by City for both projects and provide a summary of the review with recommendation for award of the construction contracts. Consultant shall tabulate all bids on a spreadsheet for evaluation, evaluation of responsiveness of the required documentation submitted with the bids, and providing a reference check for the lowest bidder. This task also includes coordination with City on the bids for the Hemlock Storm Drain Project and determination of the optional bid items within the Hemlock/Gonzales bid schedules.

**TASK E -CONSTRUCTION ADMINISTRATION SERVICES**

**Subtask E01 - (NOT A PART)**

**Subtask E02 - Preconstruction Conference - \$8167**

Consultant shall attend a pre-construction conference with Malcolm Pirnie, City, the Construction Manager and the Construction Contractor for each project.

**Subtask E03 - Consultation During Construction - \$93,391**

Consultant shall attend weekly and monthly construction meetings to review the progress of the construction project, submittals, RFI's, change orders and discuss any concerns City may have.

**Subtask E03.1 - Request for Quotes (RFQ's) and Change Orders - \$17,700**

Consultant shall prepare and review RFQ's and Change Orders prepared by the Construction Manager for potential changes in the order work, as necessary, including additional work requested by City.

**Subtask E03.2 - Requests for Information (RFI's) and Clarifications \$52,830**

Consultant shall respond to RFI's from the Contractor and Construction Manager. Response shall include elementary sketches, if required, to clarify the design intent and details or to make minor revisions. Consultant shall also prepare clarifications based on Consultant's own review of the Contract Documents and submittals. A log of all RFI's and clarifications shall be maintained.

**Subtask E03.3 - Construction Manager Assistance - \$11,550**

Consultant shall assist the Construction Manager's Resident Inspectors in the field with interpretation of the Contract Documents and preparation of field memorandums to the Contractors.

**Subtask E03.4 - (Not A Part)**

**Subtask E04 - Submittal Review - \$148,221**

Consultant shall review submittals (shop drawings, material samples, equipment data, technical manuals, O&M Manuals, warranties, certifications, substitutions and/or equals) for substantial conformity with the intent of the contract drawings and specifications. Such review shall be only for conformance with the design concepts and general compliance with the project's Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Consultant's review shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. Consultant shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Consultant be required to review partial submissions or those for which submissions for correlated items have not been received. Consultant shall also maintain a submittal review log including the date received date returned, submittal number, submittal title and review action.

Six copies of each submittal shall be provided to Consultant. Consultant shall return a written review letter and five (5) conformed copies of each submittal to the Construction Manager. Consultant shall retain one copy for its files.

This task does not include submittal review for the West Hemlock Storm Drain Phase II Project or the construction schedules, dewatering and sheeting/shoring submittals of both projects.

**Subtask E05 - NOT A PART**

**Subtask E06 - Special Design Observations**

**Subtask E06.1 - Design Observations - \$76,582**

Consultant shall participate in weekly design inspections during construction and at the request of City.

**Subtask E06.2 - Deficiency List - \$12,138**

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When construction is approaching substantial completion, Consultant shall assist the Construction Manager in the preparation of a comprehensive deficiency list (preliminary final punch list) to help ensure the project was constructed as designed. After the Contractor has completed a substantial portion of those deficiencies, Consultant shall assist the Construction Manager in the preparation of a final punch list.

**Subtask E07 - Record Drawing Preparation - \$58,525**

Consultant shall prepare Record Drawings for each project, in conjunction with Malcolm Pirnie (LPS 29), based on marked-up drawings received from the Contractors and Construction Manager at the end of construction. The mark-ups shall be in the form of a red-line set of contract drawings maintained during construction. The mark-ups are expected to contain clarifications, change order work, and other significant construction revisions. One set of the blue lines shall be prepared for each project and returned to City for review. Review comments shall be incorporated and a set of originals for both projects shall be delivered to City.

This task does not include preparation of Record Drawings for the West Hemlock Storm Drain Phase II Project. Consultant can provide this service if requested by City.

**Subtask E08 - (NOT A PART)**

**Subtask E09 - (NOT APART)**

**TASK F - O&M ASSISTANCE**

**Subtask F01 - O&M Manuals - \$31,045**

Subtask F01 shall consist of the following:

**Subtask F01.1 -Compilation of Contractor's O&M Submittal Documents-**

Consultant shall review, compile and organize the operations and maintenance (O&M) manuals submitted by the Construction Contractors relative to the design services provided by Consultant. Submittal documents include vendor cut sheets, operating instructions, trouble-shooting guidelines, and other related information. The O&M documents shall be submitted to City.

Consultant shall also review the draft and final detailed O&M Manuals prepared by Malcolm Pirnie for Lift Pump Station 29. Their scope of services is as follows:

Malcolm Pirnie shall review the operations and maintenance (O&M) manuals submitted by the Construction Contractor relative to the design services provided by Malcolm Pirnie.

The O&M Manual shall be structured as follows:

Introduction - Providing general description of the facilities and describing design and process performance objectives.

Operational Procedures - Providing purpose, description and important features, step by step start-up instructions, step by step shut down instruction, alarm and status annunciation, daily operational checks, and training record log for each major element of the facilities.

Operation and Maintenance Schedules - Describing preventive maintenance schedule for each major element of the facilities.

Detailed Equipment Schedule - Describing identification of equipment, manufacturer, number of units, model number, size, capacity, supplier and local representative for all major equipment and drives.

Emergency Response and Safety Procedures - Related system failure and response procedures.

Subtask F01.2 - (NOT A PART)

Subtask F01.23 - (NOT A PART)

**Subtask F02 - Start-up and Training - \$22,227**

Consultant shall provide assistance for the start-up of major equipment and classroom and field system training.

**Subtask F03 - (NOT A PART)**

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**TASK G - ENGINEERING EVALUATION DURING CONSTRUCTION - \$135,040**

Consultant shall provide the following engineering evaluations during project construction.

1. Develop Hobas pipe coupon testing and testing procedures
2. Witness Hobas pipe coupon tests
3. Project Partnering
4. Develop alternatives to resolve LS #29 shoring and dewatering
5. Prepare Memorandum of Understanding for subject project
6. Redesign MH - 70 connections due to Headworks Project rebid.
7. Develop alternative for project easement issues.
8. Prepare Electronic O&M Manual for LS #29.
9. Redesign Hemlock pipeline from Patterson to Victoria to accommodate for microtunneling.
10. Provide environmental monitoring services at Ventura Road & Gonzales Road.

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