



Meeting Date: 02 12 2008

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
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Mark Norris *[Signature]* Agenda Item No. I-6
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Planning *[Signature]* Public Works *[Signature]*

DATE: February 6, 2008

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director
Public Works Department, Utilities Services Branch

SUBJECT: Fifth Amendment to Agreement with Harris & Associates

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the fifth amendment to the agreement with Harris & Associates (Harris) to increase the amount by \$300,000 for a total not to exceed \$5,303,208. and extend the expiration date to June 30, 2008 for construction management services on the Wastewater Treatment Plant Headworks Project.
2. Approve the special budget appropriation of funds in the amount of \$300,000 from the Wastewater Treatment Fund Balance to the Headworks Project for construction management services on the Wastewater Treatment Plant Headworks Project.

DISCUSSION

Harris has provided construction management services for the City for both the Redwood Trunk Sewer Project and the Wastewater treatment Plant Headworks Project. The Redwood Trunk Project is complete. The Headworks Project is nearing completion.

The total value of the construction managed by Harris will, when the Headworks is complete, be approximately \$104,000,000.

The Headworks Project consists of the construction of a new headworks facility and influent pump station at the existing Wastewater Treatment Plant. The Project is replacing existing aging plant infrastructure, will increase operational efficiency and reliability, and enable the facility to meet expected future flows. The Project has been under construction for the past two years. Staff expects the Headworks and Influent Pump Station to be completed and in service in mid-2008.

The original agreement engaged Harris to provide construction management services on the Redwood

Trunk Sewer Project. Amendment 1 increased the funds from \$3,085,623 to \$4,688,248 to accommodate the addition of the Headworks Project construction. Amendment 2 again expanded the scope of work and increased funding by \$180,000, bringing the total contract to \$4,868,248. Amendment 3 added Collection Systems Supervisory Control and Data Acquisition (SCADA) Projects, and further funding of \$134,960, bringing the total value to \$5,003,208. Amendment 4 extended the time to complete the contract to December 31, 2007. Amendment 5 will increase the amount by \$300,000 for a total not to exceed \$5,303,208, and extend the expiration date to June 30, 2008. The total amount of the contract will then be \$5.3 million, about 5% of total construction costs.

Due to a claim by the City's Headworks Project contractor, ARB, and a subsequent negotiation and settlement, the project funding will be exceeded. The City is funding the Project with proceeds from the Wastewater Revenue Bonds 2004 Series A and B, and the Wastewater Revenue Bonds 2006. These funds have been expended. Staff recommends a special budget appropriation of fund balance from the Wastewater Treatment Fund 621, to the Project fund to cover the overage.

As part of the ARB settlement agreement, the project schedule was extended. The project schedule extension has caused Harris to exceed the level of effort estimated in its original agreement with the City. Staff has been able to fund a portion of Harris' additional effort from the existing project budget, however Harris will require an additional \$300,000 to complete the work.

FINANCIAL IMPACT

The cost of Amendment No. 5 is \$300,000, bringing the total cost of the agreement to not to exceed \$5,303,208.

The Headworks Project 046201 has expended its budget. Funding for Amendment 5 will be paid from the Wastewater Treatment Fund Balance. The Special Budget Appropriation will appropriate funds from the Wastewater Treatment Fund Balance to the Headworks Project No. 046201, Account No. 621-6733-822-8201.

AAE:aae
mkj

Attachment #1 - Amendment No. 5 to Agreement No. 2044-03-PW
Attachment #2 Special Budget Appropriation

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FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fifth Amendment to Agreement for Consulting Services, dated February 12, 2008, is entered into by and between the City of Oxnard, a municipal corporation ("City"), and Harris & Associates ("Consultant"), and amends that certain Agreement for Consulting Services ("the Agreement") entered into on the 8th day of January, 2004, as amended by the First, Second, Third, and Fourth Amendments thereto.

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

- 1. In Section 1 of the Agreement, "Exhibit A4" attached hereto and incorporated by reference is substituted for "Exhibit A3".
2. In Section 11 of the Agreement, the expiration date of "December 31, 2007" is deleted and replaced with the date "June 30, 2008".
3. In subsection a of Section 13 of the Agreement the figure "\$5,003,208" is deleted and replaced with "\$5,303,208".

B. 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

David Seevers, Vice President

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

Susan Winder, Acting Risk Manager

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney (with handwritten date 02-05-08)

APPROVED AS TO CONTENT:

Ken Ortega, Public Works Director

EXHIBIT A4

SCOPE OF SERVICES

The Scope of Services is being revised to include remaining construction management services for the Wastewater Treatment Plant Headworks Project.

These construction management services shall consist of the following tasks:

- Task-1 - Project Management
- Task 2 – Construction Administration Activities
- Task 3 – Construction Inspection Activities
- Task 4 – Construction Closeout Activities
- Task 5 – Optional Services

TASK 1 – PROJECT MANAGEMENT

Consultant shall be responsible for managing its construction management team, developing the processes and procedures for construction management, and providing the resources to complete the project. In addition, Consultant shall be responsible for monitoring the project budget and schedule, conducting project team meetings, implementing the quality assurance/quality control program, and communicating with the City.

1.1 Monthly Project Progress Meetings and Reports

Consultant shall provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period.

The monthly progress meetings shall be conducted at City's discretion to provide for discussion of progress reports and issues related to this agreement and each of the construction agreements.

1.2 Document Management System

Consultant shall set up a document tracking system using Primavera Expedition to maintain project files for the job site and the project office.

1.3 Sub-Consultant Management

Consultant shall review City/sub-consultant agreements and schedule services as needed.

TASK 2 – CONSTRUCTION MANAGEMENT SERVICES

Consultant shall provide construction management services for one construction contract. The contracts involve construction of the headworks at the Wastewater Treatment Plant.

Construction Management services shall include the enforcement of all construction contract requirements included in the contract.

2.1 Communications and Correspondence

Consultant shall collect pertinent information from the pre-construction conference attendees to develop a project directory of all key personnel working on the projects. Develop flow charts showing how correspondence is to be routed and handled once it is received. Log all information received from construction contractors, in Expedition for action and distribution. All original correspondence remains with the project files. Only copies shall be distributed, except for shop drawing submittals.

2.2 Schedule Monitoring

Consultant shall develop procedures, using available software, to review the construction contractors' schedule for logic, duration, and resource changes in the construction contractors' monthly updates. Notify the construction contractors of changes and document its response for the record. Keep CITY apprised of construction schedule and changes found in the updates.

2.3 Cost Monitoring

Consultant shall utilize a combination of Expedition and Excel software to provide reports, spreadsheets and graphs to monitor expected cost outlays and actual cost outlays and provide necessary reports to City.

2.4 Progress / Coordination Meetings

Consultant shall conduct weekly meetings with the construction contractors and CITY to discuss project schedule, current, and past issues that require action by someone other than the party raising the issue. Consultant shall request that the construction contractors and the CITY to submit agenda items for the weekly coordination meetings. Using the proposed agenda items and agenda items developed in house, Consultant shall prepare an agenda for the meeting and distributes the agenda to the parties that shall attend the meeting. Consultant shall distribute the previous meeting notes and asks for concurrence of those the attending the meeting or suggested corrections to the meeting notes. Meeting notes are filed as approved or amended.

2.5 Payment Recommendations

Consultant and construction contractors shall develop a procedure that is acceptable to CITY for monthly progress payments and the final payment. Consultant shall review construction contractors' payment requests and verifies construction contractors pay quantities. After approval of the payment request by Consultant and the construction contractor(s), Consultant shall prepare payment documentation using Expedition software, for approval and execution by CITY.

000027

2.6 Safety

Consultant shall observe all construction contractors' work area(s). Construction contractors are to be informed if unsafe work conditions and/or areas are observed. Failure to rectify unsafe conditions shall be cause to contact Cal/OSHA. Immediate shutdown of construction contractors' work may be required, if conditions endanger property and/or life.

2.7 Environmental Coordination

Consultant shall review and enforce requirements stipulated in permits issued by regulatory agencies.

2.8 Submittal Management and Review

Using Expedition, Consultant shall develop a submittal list for distribution to the construction contractors and the design engineers. Consultant shall track and submit suspense submittal logs at each coordination meeting. Consultant shall follow up on all submittals that are nearing the end of the review period. Consultant shall question construction contractors that have not provided re-submittals of shop drawings that either have been rejected or require additional information before the submittal may be approved for inclusion in the work. The following steps shall be followed in reviewing the construction contractors' shop-drawings:

1. Log into Expedition all submittals by Specification number, i.e., 12.01, 12.04.01, etc.
2. Ensure the construction contractors has submitted a complete submittal, has been coordinated with other trades and all deviations have been noted. Submittal is returned to the construction contractors if it is not complete.
3. Submittal is forwarded to design engineer for formal review and acceptance.
4. Submittals are returned to Consultant and the submittal status is logged into Expedition.
5. Submittals are returned to the construction contractors for use in work.
6. Consultant to inform construction contractors if a resubmittal is required.

2.9 Request for Information (RFI) Management

Consultant shall log and review all RFI's for completeness and verify the question is reasonable. Consultant shall provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. Consultant shall return the RFI if the question is unclear or, in the opinion of Consultant, after consulting with the design engineer, the answer is contained in the contract documents. Consultant shall note where the requested information can be found in the contract Documents. Consultant shall track RFI's by creating weekly logs using the Expedition software to monitor timely response from the design engineers. RFI's held longer than five days by the design engineer shall be followed up with a telephone call to the appropriate person in that group.

2.10 Document Management

Using Primavera Expedition and Consultant File Index, all documents shall be logged in the project field office. Documents shall be scanned into the document control system and attached

to Expedition file index categories. All documents shall be filed as an electronic file and hardcopy.

2.11 Construction Change Order Assistance

There are two steps involved with this task. First, there is extra work requested by the CITY. Second, there are costs and time claimed by the construction contractors as alleged extra work. The steps used in assisting CITY are similar in some respects and different in others. The approach Consultant shall use in assisting CITY shall be as follows:

Requests for Changes by CITY

1. Forward Request for Quote (RFQ) to construction contractors for pricing and time extension if necessary. Letter to have a brief scope of the extra work and any other information the Consultant believes the construction contractors should be aware of.
2. Consultant prepares an independent cost estimate of the extra work.
3. Consultant reviews the cost quote from the construction contractors for completeness.
4. If cost quote and Consultant's estimate is within 5%, accept the construction contractors' cost quote. If the difference is greater than 5%, negotiate with the construction contractors for a reasonable number.
5. Should the Consultant and the construction contractors be unable to negotiate a reasonable price, do the work by force account, or involve the Consultant of the CITY.

Requests for Changes by Construction contractors

1. Review requests of alleged cost increases and/or time impacts for merit. If the Consultant determines the request fails on merit, the construction contractors shall be informed of the reasons why the request is denied. Should the Consultant determine the request has merit, proceed as follows.
2. Prepare independent cost estimate and schedule analysis of work.
3. Negotiate extra work cost and time extensions with the construction contractors.
4. Keep CITY apprised of the impact of cumulative change orders.
5. Prepare change orders for execution by CITY.

2.12 Review Certified Payrolls

Consultant shall receive and review certified payrolls from the construction contractors and each of its subconstruction contractors. Consultant shall check for the "Statement of Compliance" from each construction contractors or subconstruction contractors. Consultant shall spot check wages of each classification of laborer or craftsperson. Consultant shall notify construction contractors of all discrepancies and/or errors and request a corrected Certified Payroll.

Task 3 – CONSTRUCTION INSPECTION SERVICES

3.1 Inspection and Documentation

Consultant shall provide CITY with knowledgeable people, familiar with construction activities to be performed on the project. Using Expedition, Consultant shall document the construction

contractors' daily activities, manpower, equipment and items considered pertinent to the projects. Consultant shall review daily reports and provide instruction to inspectors on ways to improve their daily reports. Consultant shall provide documentation of labor, materials, and equipment each day in various sections of the project.

3.2 Materials Testing

Consultant shall provide all required compaction control sampling and testing for both the microtunneling and open trench portions of the Redwood Trunk Sewer Project.

3.3 Storm Water Pollution Prevention Plan (SWPPP) Monitoring

Consultant shall observe construction contractors' work area(s) for general compliance with the SWPPP Best Management Practices (BMP's) and notify construction contractors if the pollution prevention controls are not in accordance with the SWPPP. Consultant shall immediate shutdown of construction contractors', if conditions warrant.

3.4 Review and maintain "As Constructed Schedule"

Consultant shall track and document the construction contractors' actual progress utilizing daily inspection reports, the construction contractors' schedule, site observations, and other sources of information, The construction contractors' baseline critical path schedule shall be used as a basis for comparing planned versus actual progress. The CPM software described in Task 3 shall be used to track the construction contractors' progress and build a schedule based on the construction contractors' activities.

3.5 Maintain Photographic and Video Records of Construction Progress

Consultant shall utilize still, digital and video cameras to record the conditions of the project before the construction contractors starts work and after the work is complete. Using the same cameras, record the construction contractors' progress during construction. During construction, care shall be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs shall have captions on the back giving the date taken, direction, initials of the inspector taking the photograph and a brief description on the photograph.

3.6 Review and Maintain Record Drawings

Consultant shall monitor construction contractors' required record drawings on a monthly basis. In addition to monitoring the construction contractors' drawings, Consultant shall maintain a copy of the contract plans for the project. Consultant shall attempt to include items that are not normally shown on the construction contractors' set of record drawings such as the depth, size and material types of existing underground utilities and conduits encountered. Consultant record drawings shall include annotations of all RFI's, Clarification letters and Change Orders.

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3.7 Final Acceptance – Punch List Assistance

Coordinate a walk through with the CITY, project design engineer, construction contractors, the CITY maintenance staff and other interested parties. Prepare a punchlist with all errors, deficiencies and/or omissions noted in the walk through for the construction contractors to correct within a certain timetable. Consultant staff shall inspect items on the punchlist after the construction contractors has notified Consultant the work is complete. Completed items on the punch list shall be initialed and dated as to whom did the inspection and the date of the inspection. Upon completion of the punchlist work Consultant shall notify the CITY the work is complete and forward a copy of the completed punchlist.

Task 4 – CONSTRUCTION CLOSEOUT ACTIVITIES

4.1 Contract Closeout

Consultant shall maintain a complete and accurate record of all project source documents developed or received during the course of the contract. Consultant shall maintain a single project file that is inclusive of pre-construction and construction documents. Use a systematic approach of reviewing the documents and providing the following:

1. Summary of all project costs;
2. Copy of construction contractors' performance bond, good for the warranty period;
3. Recommendation for CITY acceptance of the work.

4.2 Final Project Report

Consultant shall review the project documents and prepare a written report for CITY. At a minimum, the report shall include the following:

1. Names of all organizations involved with the Project, i.e., City of Oxnard, City's managers, designers, Consultant, construction contractors and any other parties that may have a significant part in the construction of the project.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Consultant and CITY.
5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. "Lessons learned"

000031

CITY OF OXNARD
REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

February 12, 2008

Request is hereby made for an appropriation of total \$ 300,000

Reason for appropriation: Appropriation of Wastewater Treatment Operating Fund Balance for the Fifth Amendment Agreement with Harris & Associates Consultants.

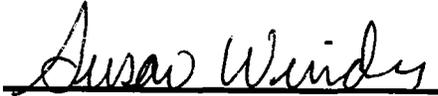
<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
Wastewater Treatment (621)	Headworks Project 621-6733 (046201) 822-8201 - Services-Architect/Engineer	<u>300,000</u>
	Net Estimated Change to Wastewater Treatment Fund Balance	<u>(300,000)</u>



 Manager

REQUIRES CITY COUNCIL APPROVAL

DIRECTOR OF FINANCE



Disposition

Transfer by Journal Voucher _____

Approved _____

Rejected _____

 City Manager

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