



Meeting Date: 09 / 23 / 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: Phil Gregoire *PG* Agenda Item No. 01T-13
 Reviewed By: City Manager *YBP* City Attorney *H4* Finance *Jac* Public Works *PG*

DATE: September 15, 2008

TO: City Council

FROM: Phil Gregoire, Streets Manager
Public Works Department

SUBJECT: **Second Amendment to Agreement with Harbor Offshore, Inc., for on-call diving services and debris removal in Mandalay Bay, Westport, and Seabridge waterway communities**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement with Harbor Offshore, Inc. to increase the amount by \$300,000 for a total of \$800,000 for the purpose of "on call" diving services and debris removal services for the Mandalay Bay Waterways Assessment District (Mandalay Bay), Westport Community Facilities District (CFD No. 2) and Seabridge (CFD No. 4) waterway communities located between Wooley Road on the north, Victoria Avenue on the east, Channel Islands Boulevard on the south, and Harbor Boulevard on the west (Agreement No. 3234-04-PW) and extend the contract expiration date to September 30, 2010.

DISCUSSION

Mandalay Bay, Westport (CFD No. 2) and Seabridge (CFD No. 4) waterway communities require annual in-water physical inspections, evaluations, and maintenance for seawall, slope protection, rip rap, and mud slopes of all waterways. Contractor will execute maintenance as required by the twenty-year waterways maintenance plan.

Amendment No. 2 to the Agreement with Harbor Offshore, Inc., will also ensure continued debris removal services for Mandalay Bay, Westport (CFD No. 2) and Seabridge (CFD No. 4), to include removal of trash and debris from the waterways and riprap lining the waterway communities, and public outreach services associated with seasonal conditions of algae and seaweed.

FINANCIAL IMPACT

The cost of the Second Amendment is \$300,000, bringing the total cost of the Agreement to \$800,000. The cost for maintenance will be paid as services are rendered. There are sufficient funds in the following accounts to cover the cost of the Agreement: Mandalay Bay, Account No. 121-3108-803-8209; Westport, Account No. 175-3108-803-8209; and Seabridge, Account No. 173-3108-803-8209.

PG.mdt

Attachment #1 - Amendment No. 2 to Agreement No. 3234-04-PW

000103

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

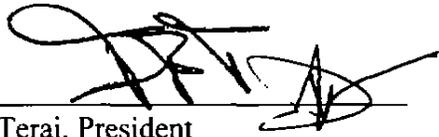
This Second Amendment to Agreement for Consulting Services, dated September 23, 2008, is entered into by and between the City of Oxnard, a municipal corporation ("City"), and Harbor Offshore, Inc. ("Consultant"), and amends that certain Agreement for Consulting Services ("the Agreement") entered into on the 30th day of September 2004.

- A. City and Consultant agree that the Agreement is amended as follows:
 - 1. In section 12a of the Agreement, the expiration date of "September 30, 2008" is deleted and replaced with the date "September 30, 2010".
 - 2. In section 14a of the Agreement, the figure "\$500,000" is deleted and replaced with the figure "\$800,000".
 - 3. Exhibit C-1 of the Agreement is deleted and replaced by Exhibit C-2, attached hereto and incorporated herein by reference.
- B. City and Consultant further agree that as so amended by the First and Second Amendments, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor



Jeff Terai, President
Harbor Offshore, Inc.

ATTEST:

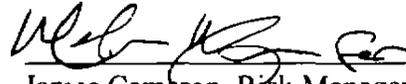
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Alan Holmberg, Acting City Attorney

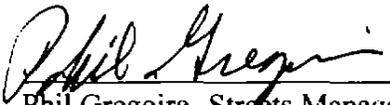


James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Ken Ortega, Public Works Director



Phil Gregoire, Streets Manager

EXHIBIT C-2

SCHEDULE OF FEES

Effective October 1, 2008

<u>Labor Dayrate Schedule:</u>	<u>8 hour ST shift</u>	<u>Overtime Hour</u>	<u>Double time Hour</u>
Diver	\$1,217.00	\$202.00	\$262.00
Tender	\$ 652.00	\$105.00	\$134.00
Pilebuck	\$ 613.00	\$ 99.00	\$126.00
Shop Labor	\$ 35.00 per hour		
Administrative Services	\$ 75.00 per hour		

Equipment Dayrate Schedule:

Dive Construction Support Vessel	\$450.00
Dive Equipment Package	\$175.00
Jet Pump or High Pressure Washer	\$ 50.00
Eductor/Handjet	\$ 25.00
Fire Hose (50' section)	\$ 10.00
Hydraulic Power Pack	\$ 50.00
Hydraulic Jack Hammer	\$ 90.00
Hydraulic Chain Saw	\$ 90.00
Rock Drill	\$ 45.00
CP Air Hoses (50' section)	\$ 7.00
U/W Video System	\$350.00
U/W Digital Camera	\$ 75.00

Debris Removal Services: \$7,062.00 per month

Additional equipment rates will be provided upon request.

Materials, Consumables, and Third Party charges @ cost plus 15%.