



Meeting Date: 12/13/11

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: Lou Baldecerra, City Engineer

Agenda Item No. **J-14**

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works

DATE: December 1, 2011

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: First Amendment to Agreement with AECOM for Construction Management Services for the GREAT Program Phase I AWPf and Phase I RWBS (Agreement A-7230)

RECOMMENDATION

That City Council approve, and authorize the Mayor to execute the first amendment to the agreement with AECOM (Agreement No. A-7230) to increase the amount by \$102,732 for the total of \$6,618,417 for the construction management services of the GREAT Program Phase I Advanced Water Purification Facility (AWPF) and the Phase I Recycled Water Backbone System (RWBS).

DISCUSSION

On April 22, 2009, the City's Purchasing Division and Capital Projects Management (CPM) Division sent out a competitive Request for Proposal (RFP) for construction management services for the GREAT Program Phase I AWPf and Phase I RWBS. Eight firms responded with proposals.

Based on the qualifications stated in the proposals, four firms were invited to interview. Selection criteria for the interviews included schedule, team & related experience, technical approach, partnering philosophy, documentation control, and top 3 project challenges. Based on these criteria, City staff determined AECOM to be the most qualified firm for the services to be performed.

The Phase I AWPf will employ a multiple barrier treatment train consisting of microfiltration, reverse osmosis and ultraviolet-light-based advanced oxidation processes to treat approximately 7 to 8 million gallons per day (mgd) of secondary effluent from the Wastewater Treatment Plant and produce 6.25 mgd of recycled water. Following treatment at the AWPf, the Phase I RWBS will distribute the recycled water north approximately 10 miles, from the AWPf on Perkins Road to Riverpark.

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Currently, the Phase I AWPf construction is about 90 % complete. The Phase I AWPf will be ready to produce recycled water by the end of December 2011, three months beyond the original schedule. The construction contract imposed milestone deadlines and the contractor had to plan and develop an aggressive schedule. One significant milestone was that the plant would be substantially complete and ready to produce recycled water by September 30, 2011. This date was based on a deadline established by the Bureau of Reclamation (BOR) as a requirement for the City to obtain the \$20 million Title 16 Grant. The original schedule had no allowance for rain delays, extensions of time due to change orders, or delays due to slower than anticipated productivity. The City of Oxnard requested the BOR to review the progress of the AWPf and to extend the September 30, 2011 deadline. The BOR approved the City's request and extended the milestone to December 31, 2011. The remaining components of the AWPf construction project, such as the landscaping, wetlands demonstration, fencing and drainage improvements, will be completed before June 2012.

The proposed amendment to the agreement is necessary for AECOM's staff to continue assisting the City through a critical start up phase of the plant. AECOM will be providing construction management services until February 2012. City staff will transition and take over the construction management services from AECOM to complete the last components of the Phase I AWPf by July 2012.

FINANCIAL IMPACT

Funds are available in the AWPf Project No. 066010 Account Number 609-6553-821-8209 to cover the cost of construction management services by AECOM.

Attachment #1 - First Amendment to Agreement No. A-7230

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of December, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM ("Consultant"). This First Amendment amends the Agreement entered into on 3rd day of November, 2009, by City and Consultant.

City and Consultant agree as follows:

1. In Section 13a of the Agreement, the figure "\$6,515,685" is deleted and replaced with figure "\$6,618,417."
2. Exhibit A of the Agreement Scope of Services is supplemented by Exhibit A1, attached hereto and incorporated herein by reference.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor



Glen Hille, PE, Vice President
AECOM

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



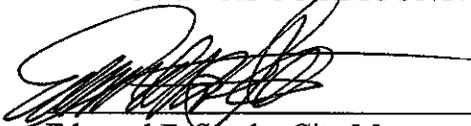
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

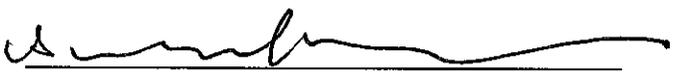


Alan Holmberg, City Attorney



Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:



Rob Roshanian, Interim Public Works Director



Lou Balderrama, City Engineer

EXHIBIT A1

SCOPE OF SERVICES

Consultant shall provide continuing construction management services for the Phase I Advanced Water Purification Facility (AWPF) from December 26, 2011 to February 29, 2012. The Scope of Services shall be as follows:

Task 1 – Weekly Progress Meetings - \$1,300

Conduct weekly progress meetings at the City's wastewater treatment plant with the Contractors, permit agencies (if applicable), and the City's design representatives.

The principal purpose of the project coordination meetings will be to:

- Review progress and quality and work planned for the next week.
- Progress of critical path schedule items and tasks critical to project success (e.g., status of long lead time items).
- Review submittal and Requests for Information (RFI) logs.
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.
- Review maintenance of "as-built" drawings throughout construction.

Consultant shall plan for these meetings, chair these meetings, and conduct each meeting according to a published agenda and have meeting summaries prepared and promptly distributed. Meeting summaries will detail action items, the discussions that ensued, and announce the time and date of the next meeting.

Task 2 – Centralized Document and Change Management System - \$1,732

Consultant shall provide administrative support and management of the Centralized Document and Change Management System to include regular updates of:

- Correspondence (letters and e-mail)
- Submittals/Shop Drawings
- Requests for Information (RFI)
- Change Orders and Change Order Requests
- Meeting Agendas and Minutes
- Daily Reports
- Inspection Reports
- Project Schedules

Task 3 – Requests for Information (RFI) - \$1,500

Review, coordinate (with City and Design Engineer), and respond to Contractor’s RFIs. When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor, and/or the City.

Task 4 – Scheduling - \$10,000

Review the Contractor’s schedule on a monthly basis to verify that the project is being executed in general accordance with the requirements of the contract documents. Monitor the Contractor’s compliance with the agreed-upon scheduling requirements.

Consultant’s major tasks associated with the overall schedule requirements shall be to:

- Review the Contractor’s schedule to determine that it is properly prepared, that the milestones dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the Contractor’s plan for implementation of remedial measures when appropriate, to recover or maintain progress.
- If changes are made to the critical path items, review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments.

Task 5 – Monthly Progress Payment - \$2,400

Review Contractor’s monthly progress payment requests, and construction contract records and reports specified to be submitted for compliance with contract documents. Compile recommendations and forward to the City.

Task 6 – Change Orders - \$3,000

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. Consultant’s investigation will include the impacts on the project schedule and budget, and will include a recommendation for approval or disapproval.

Consultant shall:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Review change order estimates compiled by the City’s Design Consultants consisting of a cost estimate conforming to the City’s procedures and forms; assess the impacts of the proposed change on the Contractor’s schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor’s obligations.
- Evaluate the Contractor’s price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant shall establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

Task 7 – Submittals - \$1,500

Receive from Contractor specified submittals, O&M Manuals, and training plans. Transmit these to the Design Engineer for review. Maintain a log and manage shop drawings and sample/ submittal review process to determine the following:

- All short-term look-ahead schedules contain critical submittal dates, and the logs reflect the same.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

Subsequent to the review, return submittal to the Contractor and forward a copy to the City.

Task 8 – Field Observation - \$12,000

Implement observation guidelines for monitoring the quality of the Contractor's work. Conduct field observation and prepare documentation (daily reports) of construction tasks, including but not limited to construction staging, utility coordination, process, mechanical, electrical, instrumentation, traffic access, pedestrian access, drainage, National Pollutant Discharge Elimination System (NPDES) requirements, concrete, grading, pipeline, building construction, base and surfacing, lighting, landscaping, and erosion control.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies shall be forwarded to the City.

The Contractor has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff shall monitor the Contractor's general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

Task 9 – Material testing Services and Specialty Inspections - \$16,500

Consultant shall periodically provide a field technician for observations during earthwork construction and shall provide technical support staff to review and provide recommendations relative to the special inspections identified in the AWPf drawings.

Compaction testing of subgrade and aggregate base in the AWPf structure locations and concrete cylinder testing are anticipated. Laboratory material quality control testing will be conducted in accordance with project specifications.

The following inspection and testing tasks are anticipated for both the Recycled Water Backbone System (RWBS) and AWPf sites:

- Subgrade Compaction Testing
- Aggregate Base Compaction Testing
- Asphalt Concrete Inspection and Testing
- Concrete Sampling (including testing and cylinder breaks)
- Pick Up Concrete Samples
- Concrete Cylinders Breaks
- Aggregate Base Maximum Density
- Asphalt Concrete Maximum Density

Daily field reports of activities related to compaction, concrete placement, and paving shall be prepared on site and will be presented before geotechnical personnel leave the site.

Consultant shall review the results of all testing materials quality inspections and shall then make recommendations for acceptance of work in general compliance with the contract documents or remedial actions required to correct unacceptable portions of the Contractor's work.

Task 10 – Start-up and Commissioning Coordination - \$52,800

Consultant shall serve as the start-up and commissioning liaison coordinating the services of the design consultant and Contractor (and the Contractor's subconsultants and suppliers) to develop and implement a start-up and commissioning plan.

Consultant shall provide coordination of the start-up and training services (provided by the design engineer) to assist the City with the proper operation and control of various components of AWPf.

It is assumed the contract documents will require the Contractor to provide start-up services, such as demonstrations of proper system operation, adjustments to the equipment as needed to meet requirements in the contract documents, warranty support and service, vendor training, Operation & Materials (O&M) Manual(s), and required guarantees per the plans and specifications. These requirements will be evaluated during constructability and "fatal flaw" review of the contract documents for each project component. It is further assumed that the Design Engineer will provide technical assistance and overall system review.

It is assumed the contract documents will also require the Contractor to submit an acceptance test plan and protocol that defines the following:

- Specific measurements that will be made, including identification of permanent and temporary measurement devices.
- Calibration procedures for measuring devices.
- Redundancy of any measuring device to demonstrate accuracy.
- Organization of the testing team, including responsibilities.
- Testing schedule.
- Operations and maintenance schedule during the testing period (if not in the Operations Plan discussed below).
- Specific detailed sampling protocols to be used in conducting the acceptance test.

It is also assumed the Design Engineer will provide an Operations Plan for the AWWPF, and that the plan will identify the schedule and steps for start-up and commissioning of each system component.

Consultant shall perform the following tasks:

- Coordinate Contractors' start-up and commissioning activities and compare to contract document requirements, Operations Plan and Acceptance Plan. Advise City of nonconformance issues. Consultant shall coordinate with City staff, Contractor(s), design team(s), systems integrator, and Construction Management team start-up specialists.
- Review Operations Plan and Acceptance Plan and advise the City as to status of the scheduled tasks.