



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 Baldeirama, City Engineer

Agenda Item No. **I-16**

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: December 1, 2011

TO: City Council

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

SUBJECT: Agreement with KEH & Associates for Design and Post Design Services for the Effluent Sampling Facility Project (Agreement No. A-5639-11-PW)

RECOMMENDATION

That City Council:

1. Approve, and authorize the Mayor to execute the agreement with KEH & Associates in the amount of \$218,527 for the design and post design services for the Effluent Sampling Facility Project (Agreement No. A-5639-11-PW).
2. Approve a special budget appropriation to transfer funds in the amount of \$218,527 from the GREAT – Advanced Water Purification Facility Project (No. 066010) to the Advanced Water Purification Facility Sampling Station Project.

DISCUSSION

On March 4, 2010, the Los Angeles Regional Water Quality Control Board (Regional Board) issued an amendment to the existing wastewater treatment plant National Pollutant Discharge Elimination System (NPDES) permit to allow and include the Reverse Osmosis (RO) concentrate discharge from the Advanced Water Purification Facility (AWPF) currently in its final stages of construction. The Regional Board imposed new requirements on the City to address the combined effluents of the existing wastewater treatment plant and the Reverse Osmosis Concentrate (ROC) from the new AWPF for sampling and monitoring of the discharge to the ocean. The new NPDES permit requires the City to design and construct a sampling station that physically combines and properly mixes the two distinct flows, and allows for direct sampling and monitoring for permit compliance. The Regional Board issued the City a temporary permit for operation of the treatment plant and testing of the new AWPF through December 31, 2012. Therefore, the effluent sampling facility must be in operation by December 31, 2012.

Agreement with KEH & Associates for Design and Post Design Services for the Effluent Sampling Facility Project (Agreement No. A-5639-11-PW)

December 1, 2011

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Staff conferred with the City Attorney to see if this work could be done through a change order to the AWP contract. It was determined that the proper procedure for this project would include procurement of a consultant for design services through issuance of a Request for Proposal (RFP), and subsequent solicitation of public bids for the construction. On September 14, 2011, the City's Purchasing Division and Capital Projects Management (CPM) Division sent out a competitive RFP for design and post design services for the Effluent Sampling Facility Project.

Four firms responded with proposals within the timeline stipulated in the solicitation. Based on the qualifications stated in the proposals, all four firms were invited to participate in an interview. The un-weighted selection criteria for the interviews included: 1) design technical approach, 2) team, 3) related experience, and 4) project schedule. City staff interviewed the four consultants and determined KEH & Associates to be the most qualified firm for this project.

City staff and KEH subsequently met to refine the scope of services and schedule, and to negotiate the fees for the services. The scope of work includes design services for civil, mechanical, structural, electrical, and instrumentation, as well as post design services for each of the disciplines.

FINANCIAL IMPACT

Funds are available in existing GREAT projects to fund the recommended Special Budget Appropriation to transfer \$218,527 as identified in the attachment No. 2.

Attachment #1 - Agreement No. A-5639-11-PW
#2 - Special Budget Appropriation

Note: Attachment No. 1 has been provided to the City Council. Copies are available for review at the Help Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting, and at the City Clerk's Office after 8:00 a.m. on Monday.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting 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 KEH & Associates, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager, subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Kenneth E. Hume as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on December 13, 2011, and expire on February 11, 2013.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$218,527 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion,

general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to KEH & Associates, Inc., 2434 Auto Park Way, Suite 100, Escondido, CA 92029, Attention: Kenneth E. Hume.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, Oxnard, California 93030, Attention: Thien Ng, Project Manager.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

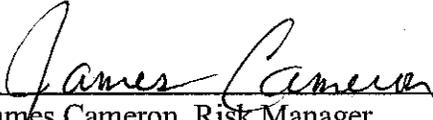


Kenneth E. Hume
KEH & Associates, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

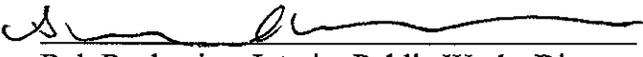


Alan Holmberg, City Attorney



Edmund F. Sotelo, City Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director



Lou Balderrama, City Engineer

Exhibit A - Scope of Services

Background:

On February 16, 2010, the City awarded the Advanced Water Purification Facility (AWPF) construction to McCarthy Construction Company. On March 4, 2010, the Los Angeles Regional Board (Regional Board) issued an amendment to the existing wastewater treatment plant National Pollutant Discharge Elimination System (NPDES) permit to include the membrane concentrate discharge from the AWPF. One of the new requirements is for the City to design and construct a combined effluent (AWPF brine concentrate and OWTP secondary effluent) monitoring and sampling facility. The combined effluent sampling facility must be located downstream of any in-plant return, well-commingled flows of secondary-treated wastewater generated from the OWTP and brine waste produced from the AWPF but before entering the discharge pipe to the outfall, where representative samples of the effluent can be obtained.

On April 11, 2011, the City requested the Regional Board approve an interim sampling system in order to accommodate the AWPF start up and testing. On April 25, 2011, the Regional Board approved an interim sampling system provided that the permanent combined effluent sampling facility will be on-line by November 1, 2011.

On July 13, 2011, the City requested Regional Board extend the interim sampling from November 1, 2011 to December 31, 2012. On August 10, 2011, the Regional Board extended the interim sampling system provided that the Permanent Combined Effluent Sampling Facility will be on-line by December 31, 2012.

The scope of services for this project includes, but is not limited to, providing the necessary professional engineering design and post design services for the Effluent Sampling Facility Project. Consultant shall provide the following design, bid phase, and post design services.

Task 1 - Project Management Services & Project Meetings: \$23,741

Deliverables: a) Monthly invoices with report on schedule and budget b) Monthly meeting minutes.

Task 1.1 – Project Management, Scheduling & Budget Control – Consultant shall conduct monthly Project status reviews, issue monthly project billing and schedule reports for submittal to the City. The project schedule will be updated to reflect changes in scope and/or in schedule. Consultant shall prepare monthly invoices based on Project tracking and reporting requirements, consistent with City policies.

Task 1.2 - Internal Project Meetings – Consultant shall prepare and conduct internal Project meetings to coordinate Project efforts, to obtain status reports from Task Leaders, to inform the Project Team of changes in scope and/or schedule, and to identify project issues and action items to resolve issues. Consultant shall prepare minutes of all meetings.

Task 1.3 - City Project Meetings – Consultant shall conduct a Project "kick-off" meeting, weekly teleconference meetings, monthly Project update meetings, and specific project milestone meetings with the City to report on Project budget and schedule status, to report on changes in scope and/or schedule, to identify Project progress and action items to resolve issues. Consultant shall prepare minutes of all meetings.

Task 1.4 - Quality Assurance/Quality Control – Consultant shall prepare and conduct internal Quality Assurance Reviews in order to ensure proper discipline cross-check, constructability and cost estimate reviews.

Task 2 – Conceptual Design Report: \$39,544

Deliverables: a) Draft Conceptual Design Report. B) Final Conceptual Design Report.

Task 2.1 - Develop Project Data Needs – Consultant shall determine and develop project data needs required for development of the various Project components, to identify information gaps, and to determine additional information needs and action items to obtain the needed information.

Task 2.2 - Verification of Existing Conditions – Consultant shall investigate existing "as-built" conditions affected by or affecting design, construction and/or operation of the Project. Consultant shall review available "record" documents and inspect accessible above-grade facilities.

Task 2.3 - Confirm Regional Water Quality Control Board (RWQCB) and City Building Department Requirements – Consultant shall identify Regional Water Quality Control Board permits and/or approvals needed and prepare the necessary documentation to satisfy agency requirements. Consultant shall coordinate with the City's Building and Engineering Services Department during the development of the design in order to address typical issues that the City may have regarding the documents and inspection/approval efforts during construction.

Task 2.4 – Provide Potholing Recommendations – Consultant will identify potential exploratory excavation requirements for pot-holing efforts to be undertaken by the City.

Task 2.5 - Identify and Conduct Survey – Consultant shall develop and conduct surveys needed to support the design efforts. This may include field surveys, tie out of existing monumentation, and determination of project horizontal and vertical controls.

Task 2.6 - Draft Conceptual Design Report – Consultant shall prepare a Draft Conceptual Design Report summarizing the results, conclusions and recommendations resulting from the pre-design investigations and design investigations, and identifying Project issues that need to be mitigated as part of the design efforts. The design shall be based on the sampling facility approach previously accepted by the RWQCB. The Report shall provide estimated construction costs, issues that could impact the design, construction and operation of the project; and present strategies to mitigate these issues.

Task 2.7 – Pre-Design Workshop – Consultant shall conduct a workshop with the City presenting the Draft Conceptual Design Report and design approach in order to obtain City input and to document and address project changes that may impact design and/or construction schedules or costs.

Task 2.8 – Final Conceptual Design Report – Consultant shall prepare a Final Conceptual Design Report for submittal to the City.

Task 3 – Design & Submittals: \$125,450

Deliverables: a) 75% Design Documents. b) 100% Design Documents. c) Estimates of construction at 75% and 100% design deliverables. Final plans in mylar and digital format using AutoCAD 2008.

Task 3.1 - 75% Contract Documents – Consultant shall prepare plans, specifications and Contract Documents in a format that is acceptable to the City that are completed to a stage of 75% complete. The documents will include revised estimates of probable construction costs. The design submittals shall include four (4) sets of plans (half size) and specifications.

Task 3.2 – 75% Contract Document Workshop – Consultant shall conduct a workshop with the City presenting the 75% Contract Documents to obtain City input and to document and address project changes that could impact design and/or construction schedules and costs.

Task 3.3 - Final (100%) Contract Documents – Consultant shall prepare final plans, specifications and Contract Documents in a format that is acceptable to the City in order for the City to solicit construction bids. Consultant shall conduct a final review of the documents with the City and incorporate any final input into the documents.

Task 3.4 - Estimates of Probable Construction Costs and Schedule @ 75% and Final (100%) Contract Documents – Consultant shall prepare documentation of estimates of probable construction costs and schedule based upon the 75% and 100% design documents. Probable construction cost shall include a detailed breakdown to show the estimated costs for the major components of the design.

Task 4 – Pre-Construction/Bid Phase: \$5,178

Deliverables: a) Pre-bid conference information handouts. b) Addenda (if necessary). c) Conforming construction documents with addenda added (if necessary).

Task 4.1 - Pre-bid Construction Conference – Consultant shall conduct a pre-bid construction conference and site walk-thru prior to the City receiving construction bids. All required coordination efforts necessary to conduct the pre-bid conference will be undertaken with the City's operations staff.

Task 4.2 - Addendum Preparation – Consultant shall prepare addenda as required during the bidding period for distribution by the City.

Task 4.3 - Bid Opening – Consultant shall participate in and assist the City during the opening of construction bids.

Task 4.4 - Bid Review – Consultant shall support the City in the review and evaluation of Contractor bids to help determine the most responsible and responsive Construction Contractor.

Task 4.5 - Conformed Construction Documents – Consultant shall prepare conformed Contract Documents showing changes issued via addendums made during the bidding period.

Task 5 – Post Design Services: \$24,614

Deliverables: a) Pre-construction information handout. b) Meeting minutes. c) RFI responses. d) Engineer's clarifications. e) Submittal reviews. f) Final punch list. g) Record drawings.

Task 5.1 - Pre-construction Conference – Consultant shall conduct and assist the City in a pre-construction conference with the Construction Contractor prior to the start of construction. Coordination will be provided with the City operations staff during the development of the meeting agenda and facility walk-through.

Task 5.2 - Construction Progress Bi-weekly Meetings – The Consultant shall attend and participate in bi-weekly progress meetings with the City, the Construction Contractor, and the City's inspection staff to help facilitate the Contractor's progress and to address questions and/or conflicts with the Contract Documents. The City shall oversee the construction with City inspection staff in lieu of third party construction management. The Consultant shall not provide inspection and construction management services as a part of the scope of work under the agreement with the City.

Task 5.3 - Requests for Information & Engineer's Clarifications – The Consultant shall receive, log, and distribute Requests for Information (RFIs) submitted by the Contractor. The consultant shall coordinate with the City's inspection staff as necessary in order to provide interpretation of the Contract Documents by providing responses to received RFIs. The Consultant shall issue Engineer's Clarification (ECs) for items/issues identified during the construction period and needing clarification or change.

Task 5.4 - Change Order Assistance – Following review and logging in by the City, Consultant shall review technical/design related Change Orders and quotes from the Construction Contractor and assist the City in processing of Change Orders.

Task 5.5 - Submittal Reviews – The Consultant shall review and provide comment on shop drawings and submittals (including O&M manuals) made by the Construction Contractor.

Task 5.6 - Final Punch List/Final Acceptance Assistance – Consultant shall participate in the preparation and tracking of "punch lists" and assist the City's inspection staff in making recommendations for final Project acceptance by the City.

Task 5.7 – Record Drawings – The Consultant shall prepare mylar "record" drawings to reflect changes during construction documented by the City inspection staff. Record drawings shall also include applicable information related to RFIs, addenda, change orders, and City directed and recorded field changes.

Exhibit B - Project Schedule

Task Name	Start	Finish
Task 1. Project Management (includes contract negotiations and setup)	Wed 12/14/11	Mon 2/11/13
Engineering & Design Schedules		
Engineering & Design Budgets		
Quality Control		
Compliance with Laws, Codes and Standards		
Record Keeping		
Project Coordination		
Meetings		
Oversight		
Task II. Engineering Services - Preliminary Engineering, Studies, and Draft Engineer's Report	Wed 12/14/11	Mon 1/30/12
Verify Existing Conditions & Site Investigations	Wed 12/14/11	Mon 12/26/11
Draft Conceptual Design Report	Wed 12/14/11	Mon 1/9/12
Cost Estimates	Tue 1/10/12	Mon 1/16/12
City Review	Tue 1/17/12	Mon 1/23/12
Final Conceptual Design Report	Tue 1/24/12	Mon 1/30/12
Notice to Proceed with Final Design	Mon 1/30/12	Mon 1/30/12
Task III. Engineering Services – Design	Tue 1/31/12	Mon 5/28/12
Project Setup & Design Coordination	Tue 1/31/12	Mon 2/13/12
Design	Tue 2/14/12	Mon 5/28/12
75% Design Development	Tue 2/14/12	Thu 4/26/12
Design Services	Tue 2/14/12	Mon 4/16/12
Submittal	Mon 4/23/12	Mon 4/23/12
City Review	Tue 4/24/12	Wed 4/25/12
Design Review Workshop	Thu 4/26/12	Thu 4/26/12
Final Submittal	Fri 4/27/12	Mon 5/28/12
Design Services	Fri 4/27/12	Thu 5/17/12
Submittal	Thu 5/24/12	Thu 5/24/12
City Review	Fri 5/25/12	Mon 5/28/12
Task IV. Bidding Services	Tue 5/29/12	Wed 8/15/12
Prepare and Issue Bid Documents	Tue 5/29/12	Mon 6/4/12
Bidding	Tue 6/19/12	Wed 7/18/12
Apparent Low Bidder Selected	Thu 7/19/12	Thu 7/19/12
Contract Negotiation	Fri 7/20/12	Thu 7/26/12
Staff Report Development	Fri 7/27/12	Tue 7/31/12
City Council Meeting	Wed 8/1/12	Wed 8/1/12
Contract Award	Wed 8/8/12	Wed 8/8/12
Meetings	Thu 8/9/12	Thu 8/9/12
Schedule & Budget	Thu 8/9/12	Wed 8/15/12
Task V. Post Design Services	Thu 8/9/12	Mon 2/11/13
Construction Activities (scheduled to meet 12/31/12 regulatory milestone)	Thu 8/9/12	Mon 2/11/13
Sampling Facilities Operational (scheduled to meet 12/31/12 regulatory milestone)	Thu 8/9/12	Wed 12/26/12
Weekly Progress Meetings	Thu 8/9/12	Mon 2/11/13
RFIs	Thu 8/9/12	Wed 12/26/12
Submittals	Thu 8/9/12	Wed 10/31/12
Field Review & Record Drawings	Thu 8/9/12	Mon 2/11/13
Change Orders	Thu 8/9/12	Mon 2/11/13
Review Punch List Items for Facility Operation & Complete Related Work	Thu 12/13/12	Wed 12/26/12
Administration	Thu 8/9/12	Mon 2/11/13
Record Keeping	Thu 8/9/12	Mon 2/11/13
Final Completion & Project Closeout	Wed 12/26/12	Mon 2/11/13

Exhibit C – Rate Schedule

The following is an abbreviated rate schedule based on anticipated Project staffing. Should additional classifications of staffing be required during the execution of the Project, Consultant shall submit such categories and associated hourly billing rates to the City for review.

Billing Title	Senior Principal	Sr. Engineer / Associate	Project Engineer	CAD Designer	Clerical	Project Admin.
Hourly Billing Rates	\$185	\$165	\$108	\$85	\$55	\$68

Project Costs

Reimbursement for project costs incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, air/train fare, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for employee-owned vehicles used in connection with the work will be at the rate per mile equal to the Privately Owned Vehicle (POV) Mileage Reimbursement Rate as established by the United States General Services Administration for the dates the POV is in use.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. 5639-11-PW
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE **COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
COMPANY LETTER B

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. 5639-11-PW 300 W. Third Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____
 Policy No.: _____
 Policy Period: (from) _____ (to) _____
 LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Telephone: _____

Deductible Self-Insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____ applies to _____
 coverage. Per Occurrence Per Claim (which)

NAMED INSURED _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

- COMMERCIAL GENERAL LIABILITY Claims Made
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
 OWNERS & CONTRACTORS PROTECTIVE Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE
_____	_____

- GENERAL
 PRODUCTS/COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
 Address: _____
 Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 5639-11-PW

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
 (original signature required)

Telephone: () _____ Date Signed: _____

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

December 13, 2011

Request is hereby made for an appropriation of total \$ 0

Reason for appropriation: Establish funding for agreement with KEH & Associates for the design of the Effluent Sampling Facility under the Advanced Water Purification Facility Project via reappropriate of the GREAT Advanced Water Purification Project funded by Water Bonds 2010 Series A and B

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
WATER BONDS 609	GREAT - AWPf PROJECT (Project 066010) 609-6553-821.86-10 CONSTRUCTION OTHER	-218,527
	Advanced Water Purification Facility Sampling Station (Project No. 12XXXX) 609-6551-821.86-10 CONSTRUCTION OTHER	218,527
	Net Estimated Change to Water Bonds Fund Balance	0



Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER



Disposition

Approved _____

Rejected _____

Transfer by Journal Voucher _____

City Manager