



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 Balderrama, City Engineer

Agenda Item No. I-13

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Public Works [Signature]

DATE: August 24, 2009

TO: City Council

FROM: Lou Balderrama, City Engineer
Public Works Department

SUBJECT: First Amendment to Agreement for Professional Services with Kennedy/Jenks Consultants for Victoria Avenue Sewer Line Project

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement with Kennedy/Jenks Consultants to increase the amount by \$55,839 for a total of \$291,621 and extend the expiration date from May 31, 2010, to July 31, 2010, for design and post-design services for the Victoria Avenue Sewer Line Project (Agreement No. 4664-08-PW).

DISCUSSION

The City has agreements with the City of Port Hueneme (Agreement No. A-6679) and with Channel Islands Beach Community Services District (Agreement No. A-6680) to design and construct a gravity sewer line along Victoria Avenue between Channel Islands Boulevard and Hemlock Street.

The purpose of the gravity sewer line is to replace existing aging infrastructure. The design and construction cost of the Victoria Avenue Sewer Line Project will be shared based on the following flow proportions as indicated in Agreement Nos. A-6679 and A-6680: City of Oxnard (47.67%), Channel Islands Beach Community Services District (41.86%), and City of Port Hueneme (10.47%). The City of Oxnard will own title to the pipeline and other ancillary equipment.

The initial design approach for the Victoria Avenue Sewer Line Project was to develop plans and specifications to construct a micro-tunneled sewer line that would minimize traffic impact and inconvenience to citizens. Design was initiated and taken to the point where a reasonable construction cost estimate could be made for the project. The cost estimate provided by Kennedy/Jenks Consultants on June 29, 2009, totaled \$5,550,000 for the micro-tunneled project. The preliminary cost estimate for open-trench construction of this project is \$1,450,000. Because the estimated cost of micro-tunneling significantly exceeds the cost of open-trench construction of the same length, staff from CPM Division, City of Port Hueneme, and Channel Islands Beach Community Services District determined the micro-tunnel approach should be abandoned.

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The First Amendment is necessary to re-work the design and alignment for this project to allow for open-trench construction versus the micro-tunneled approach. An additional two months and \$55,839 is required to perform this re-work. If approved, the First Amendment would extend the term of the Agreement from May 31, 2010, to July 31, 2010.

The Agreement was executed on February 14, 2009, following a Request for Proposal (RFP) released August 28, 2008. The RFP was posted on the City's website and distributed to 13 regional consulting firms. Six of the 13 firms responded to the RFP. CPM Division staff, along with representatives from the City of Port Hueneme and Channel Islands Beach Community Services District, reviewed the submitted proposals and interviewed three of the firms that met a minimum level of qualifications. Members of the interview panel unanimously determined Kennedy/Jenks Consultants to be the most qualified candidate for the project and recommended the firm for contract award.

FINANCIAL IMPACT

The CPM Division is requesting the subject agreement be increased an additional \$55,839 to cover the cost of the revised scope. If approved, the First Amendment would increase the total cost of the Agreement from \$235,782 to \$291,621. Both the Channel Islands Beach Community Services District and the City of Port Hueneme are in agreement with the revised scope and additional cost of the First Amendment and will share in the pro-rata cost. Therefore, the City's total share of the cost of design and post-design services for this project is 47.67%, or \$ 139,016. There are sufficient funds in appropriated in Project No. 096601 Victoria Trunk Project Account No. 611-6613-822-8604 to cover the cost of the First Amendment.

GD:mdt

Attachment #1 – First Amendment to Agreement No. 4664-08-PW

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 1st day of September, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Kennedy/Jenks Consultants ("Consultant"). This First Amendment amends the Agreement entered into on February 14, 2008, by City and Consultant.

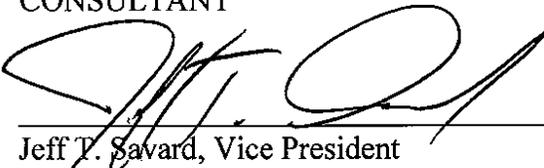
City and Consultant agree as follows:

1. In section 12 of the Agreement, the date "May 31, 2010" is deleted and replaced with the date "July 31, 2010".
2. In section 14a of the Agreement, the figure "\$235,782" is deleted and replaced with the figure "\$291,621".
3. Effective September 1, 2009, Exhibit A of the Agreement is supplemented by Exhibit A-1, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

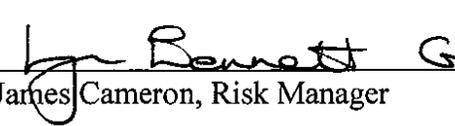


Jeff T. Savard, Vice President
Kennedy/Jenks Consultants

ATTEST:

APPROVED AS TO INSURANCE:

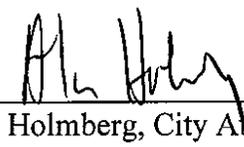
Daniel Martinez, City Clerk



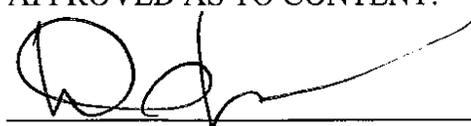
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Alan Holmberg, City Attorney



Ken Ortega, Public Works Director



Lou Balderrama, Project Manager

EXHIBIT A-1

SCOPE OF WORK

Alignment Modifications and Additional Services Provided

Alignment Modifications

Task 1 - Project Management Services

Task 1.1 Project Management (\$2,060)

Consultant shall provide overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City of Oxnard staff.

Task 1.2 –Progress Meetings (\$2,740)

Consultant shall prepare agendas and conduct progress meetings with City staff and the staffs of the City of Port Hueneme and CIBCSD at the 70%, 90% and final design stages. Consultant shall prepare and distribute meeting minutes to all attendees no later than ten (10) calendar days following the meeting. The meeting minutes will document the discussions and decisions made.

Task 2 – Quality Assurance/ Quality Control (\$7,251)

Consultant shall provide quality assurance/quality control (QA/QC) for all aspects of design and contract document preparation, including detailed checking of work by in-house staff. The QA/QC will also consist of review of the various design documents. Senior level engineers shall conduct this task.

Task 3 – Surveying, Mapping, and Utility Verification (Not a Part)

Survey and Mapping services have been completed and shall be provided through an agreement between the City Of Port Hueneme and the City of Oxnard. Supplemental survey, if required, will be provided by the City.

Consultant has initially identified one location in which additional survey information will be required. A storm drain line crosses Victoria and empties into the harbor. Consultant has survey information on the east side of Victoria, but will need the information where the line terminates.

Task 10 – Final Design

Based on the contents of the previous tasks and from previous work by the Consultant, detailed design of the project shall be prepared by Consultant. Final design shall consist of the preparation of contract documents (plans, specifications and bid documents), as well as opinions of probable construction cost and construction schedule. Final design will include the addition of the 12-inch force main connection within the intersection of Channel Islands Blvd and

Victoria Avenue as previously discussed. Consultant assumes a 30% design submittal is not required since the concept and general alignment has been provided to the City during a recent meeting.

Task 10.2 – 70 Percent Contract Documents **(\$15,464)**

Consultant shall advance the design to the seventy percent (70%) level of completion which shall consist of all drawings and specifications (complete to the 70% level) and an updated construction schedule.

Ten (10) copies of the seventy percent (70%) plans and specifications for the construction project will be submitted to the City for review. The City will distribute plans and specifications to the City of Port Hueneme and CIBCSD.

Task 10.3 – 90 Percent Contract Documents **(\$10,685)**

Consultant shall advance the design to the ninety percent (90%) level of completion at which point the design will be complete from the project team’s perspective including plans and project manual. The ninety percent (90%) submittal will also include the final opinion of probable construction cost and the construction schedule.

Ten (10) copies of the ninety percent (90%) plans and specifications will be submitted to the City for review. The City will distribute plans and specifications to the City of Port Hueneme and CIBCSD.

Task 10.4 – Final Contract Documents **(\$7,283)**

Consultant shall incorporate the comments of the City’s review staff into the final plans and specifications, and shall submit ten (10) copies and one (1) reproducible set of the final Contract Documents for the project. The final Contract Documents shall also include ten (10) copies of the final opinion of probable construction cost with all supporting documentation. The reproducible plan documents will be signed and stamped on Mylar.

Additional Services Provided

Consultant has provided additional services to our original authorization at the request of the City. These services include additional meetings and additional pothole of utilities. These services are outlined below.

Task 1.2 –Progress Meetings **(\$3,533)**

Consultant has attended two (2) additional meetings with the City to discuss construction methods, costs and potential design and construction modifications to reduce the cost. Preparation for these meetings included additional development of costs and analysis of other potential construction methods.

Task 4.3 – Pothole Utilities**(\$6,823)**

During design and Consultant progress meetings, the City, through discussions with CIBCSD, determined the need to pothole and locate the two force mains in the project. Supplementary traffic control was also required for these potholes. In addition, Consultant's previous proposal assumed that the permits for this pothole work would be provided by the City's at no cost. Permit fees were assessed by both the City of Oxnard and the City of Port Hueneme.