



Meeting Date: 10 / 27 / 2009

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. I-6

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

DATE: October 15, 2009

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director  
Public Works Department, Utilities Branch *[Signature]*

**SUBJECT: Third Amendment to Agreement with Harbor Offshore, Inc., for maintenance of seawall, slope protection, rip rap, and mud slopes of all waterways and on-call diving services and debris removal in Mandalay Bay, Westport, and Seabridge waterway communities.**

**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute the Third Amendment to the Agreement with Harbor Offshore, Inc. to increase the amount by \$400,000 for a total of \$1,200,000 for the purpose of annual in-water physical inspections, evaluations, and maintenance for seawall, slope protection, rip rap, and mud slopes of all waterways and extend the contract expiration date to September 30, 2011. Also, included is 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 (Agreement No. 3234-04-PW) and extend the contract expiration date to September 30, 2011.
2. Approve a special budget appropriation in the amount of \$400,000 from the Mandalay Bay Waterways Assessment District (Mandalay Bay) Fund for maintenance and repair of the Mandalay Bay seawalls.

**DISCUSSION**

Mandalay Bay, Westport (CFD No. 2) and Seabridge (CFD No. 4) waterway communities, as part of their on-going effort to properly maintain seawalls associated with the inland waterways system, conducts annual in-water physical inspection, evaluation, and performs necessary maintenance on seawalls. This work also includes slope protection and maintenance of rip rap and mud slopes of all waterways. Contractor (Harbor Offshore, Inc.) will execute maintenance as required by the current twenty-year waterways maintenance plan.

The Noble Report, a seawall condition assessment report, prepared by Noble Marine Consultants, has identified seawalls that require foundation protection, as well as pilaster, weep hole, and sink hole repairs. In addition, several seawall panel cracks need to be repaired and sealed. The Mandalay Bay Homeowners Association working group supports this maintenance project and the work priorities that have been established. This project addresses the highest priority needs of repair work required at this time.

Amendment No. 3 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 other related services as required.

### **FINANCIAL IMPACT**

The cost of the Third Amendment is \$400,000, bringing the total cost of the Agreement to \$1,200,000. The cost for maintenance and repair will be paid as services are rendered. Appropriation will be made from fund balance of the Mandalay Bay Waterways Assessment District (Mandalay Bay) Fund 121 in the amount of \$150,000 to Account 121-3108-803-8210 for Seawall Maintenance, and in the amount of \$250,000 to 121-9816-826-8605 Project No. 103104 for Major Seawall Repair to cover the cost of the Agreement.

Attachment #1 - Amendment No. 3 to Agreement No. 3234-04-PW

Attachment #2 – Special Budget Appropriation

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Third Amendment to Agreement for Consulting Services, dated October 27, 2009, 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 30<sup>th</sup> 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, 2010" is deleted and replaced with the date "September 30, 2011".
  - 2. In section 14a of the Agreement, the figure "\$800,000" is deleted and replaced with the figure "\$1,200,000".
  - 3. Exhibit C-2 of the Agreement is deleted and replaced by Exhibit C-3, attached hereto and incorporated herein by reference.
- B. City and Consultant further agree that as so amended, 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, City Attorney

\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

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Ken Ortega, Public Works Director

\_\_\_\_\_  
Phil Gregoire, Streets Manager

**EXHIBIT C-3**

**SCHEDULE OF FEES**

Effective November 1, 2009

<b><u>Labor Dayrate Schedule:</u></b>	<b><u>8 hour ST shift</u></b>	<b><u>Overtime Hour</u></b>	<b><u>Double time Hour</u></b>
Diver	\$1,242.00	\$206.00	\$267.00
Tender	\$ 665.00	\$107.00	\$137.00
Pilebuck	\$ 625.00	\$101.00	\$129.00
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%.

**CITY OF OXNARD**  
**REQUEST FOR SPECIAL BUDGET APPROPRIATION**

To the City Manager:

October 27, 2009

Request is hereby made for an appropriation of total . . . . .

\$ 400,000

Reason for appropriation: To Fund Inland Waterways Projects

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
121	Seawall Maint 121-3108 803-8210 - Waterway Services	150,000
121	Mandalay Bay Seawall Repair Project 121-9816 (103104) 826-8605 - Imp Not Bldg - Major Repair	250,000
 <b>Net Estimated Change to Mandalay Bay Waterways Fund Balance</b>		 <u>400,000</u>

  
 \_\_\_\_\_  
 Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER

  
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Disposition

Approved \_\_\_\_\_

Rejected \_\_\_\_\_

Transfer by Journal Voucher \_\_\_\_\_

\_\_\_\_\_  
 City Manager