

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 EngineerAgenda Item No. I-10Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]**DATE:** May 31, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works Department *ed.R.***SUBJECT:** **Second Amendment to Agreement with AECOM for Construction Management Services for the GREAT Program Phase I Advanced Water Purification Facility and Phase I Recycled Water Backbone System (Agreement A-7230)****RECOMMENDATION**

That City Council approve, and authorize the Mayor to execute the second amendment to the agreement with AECOM (Agreement No. A-7230) to increase the amount by \$181,604 for a total of \$6,800,021 for construction management services of the GREAT Program Phase I Advanced Water Purification Facility (AWPF) and the Phase I Recycled Water Backbone System (RWBS).

DISCUSSION

The Second Amendment to AECOM's agreement is necessary to allow their specialty staff to continue assisting City staff through the start up phase and monitoring of the AWPF. AECOM will be providing construction management services through December 2012, and continue with the Title 16 Grant reporting to the Bureau of Reclamation through April 2013. In addition, AECOM's staff will continue to assist the City staff on an as-needed basis for contract administration, evaluation of construction change orders and provide cost estimates, and construction schedule updates.

On April 22, 2009, the City's Purchasing Division and Capital Projects Management (CPM) Division sent 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 a formal interview. The interview Panel, comprised of City staff and a consultant, determined AECOM to be the most qualified firm for the work and awarded AECOM the contract to perform the services.

The initial negotiated proposal from AECOM to perform Phase 1 AWPF and RWBS construction management services was \$7,650,000. The fee was based on an estimate of the total resource hours of the various consultant staff positions required to perform the requested services for the duration of the construction schedule. It also included contingency hours for anticipated time required to address

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change orders, their impacts and the corresponding support to the City staff. City staff reopened the negotiations and reduced the resource hours, bringing the negotiated amount from \$7,650,000 to \$6,618,417, essentially deleting the contingency, inclusive of any rain or other delays. The concept was that we would know the actual rain delays and change order impact delays at the latter part of the 30 month construction contract, and would be better able to determine the costs to amend the construction management contract. The construction schedule of both the AWPf and RWBS has been extended beyond the original contract period. Staff has analyzed the revised construction schedule and determined that the amendment amount will be sufficient to complete Phase I of both the AWPf and RWBS.

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 - Second Amendment to Agreement No. A-7230

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of June, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM ("Consultant"). This Second Amendment amends the Agreement entered into on November 3, 2009, by City and Consultant. The Agreement previously has been amended on December 13, 2011, by a First Amendment.

City and Consultant agree as follows:

1. In Section 13a of the Agreement, the figure "\$6,618,417" is deleted and replaced with the figure "\$6,800,021."
2. In Section 11 of the Agreement, the expiration date of "June 30, 2012" is deleted and replaced with the date "April 30, 2013."
3. Exhibit A and A-1 of the Agreement are supplemented by Exhibit A-2, 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

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

Karen R. Burnham, Interim City Manager

APPROVED AS TO FORM:

Rob Roshanian, Interim Public Works Director

Lou Balderrama, City Engineer

EXHIBIT A2

SCOPE OF SERVICES

Consultant shall provide continuing construction management services for the Phase I Advanced Water Purification Facility (AWPF) and grant services for the United States Bureau of Reclamation (USBR) grant for the Phase I Groundwater Recovery Enhancement and Treatment (GREAT) Program recycled water pipeline construction from June 12, 2012 to April 30, 2013. The Scope of Services shall be as follows:

Task 1 – Centralized Document and Change Management System – (\$18,000)

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 2 – Scheduling – (\$46,147)

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 milestone 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 3 – Change Orders – (\$62,400)

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 4 - Grant Reporting for the USBR Grant – (\$55,057)

Consultant shall attend coordination meetings with City and USBR related to grant management. Consultant shall be responsible for all aspects of grant reporting for the duration of the project including American Recovery and Reinvestment Act (ARRA) jobs/progress reports, quarterly financial reports, request for USBR reimbursement, assistance with grant amendments, buy American compliance, and maintain audit-ready grant file. Consultant shall review grant matching fund proportionality and make suggestions to the City. Consultant shall complete a final review and closeout of grant finances. Consultant shall provide support services during grant audit.