



Meeting Date: 03/25/2008

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: Juan Moreno *[Signature]* Agenda Item No. I-8  
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Planning *[Signature]* Public Works *[Signature]*

**DATE:** March 17, 2008

**TO:** City Council

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

**SUBJECT:** Amendment No. 1 to Agreement with Black & Veatch for Blending Station No. 1 Site Improvements Phase I Project, at 251 South Hayes Avenue.

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute Amendment No. 1 to the agreement (Agreement No. A-6867) with Black & Veatch for \$65,746 for a total amount of \$316,746 for the design and construction administration of the Blending Station No. 1 Site Improvements Phase I Project.

**DISCUSSION**

The City is currently constructing the Blending Station No. 1 Desalter, Power Building No. 2, and Wellfield No. 2 Projects, at the 251 South Hayes Avenue site. These projects are part of the City-approved Groundwater Recovery Enhancement and Treatment (GREAT) Program, and are included in the City-approved Blending Station No. 1 Master Space Plan. The construction of the water production and treatment facilities and associated buried utilities has necessitated the demolition of much of the short section of roadway that connects South Hayes Avenue with 3<sup>rd</sup> Street. This section of roadway is primarily used by South Coast Area Transit (SCAT) and the City to access the SCAT and City facilities on South Hayes Avenue. The Blending Station No. 1 Site Improvements Phase I Project will provide improved access to these facilities from 3<sup>rd</sup> Street, make better use of available space, improve site drainage, and improve security around the water production and treatment facilities.

Black & Veatch was one of several multi-disciplinary engineering design firms that responded to the City's request for qualifications for consultation and design work for the GREAT Program and the Blending Station No. 1 Projects. Black & Veatch has successfully completed design and construction administration for the Permeate Tank Project, has completed design of the reverse osmosis system for the Desalter Project and the Power Building No. 2 Project, and is currently assisting the City with engineering support and construction administration on both of these projects.

This Amendment No. 1 to the Agreement calls for additional services to:

1. Prepare a hydrology calculation of drainage in the South yard and preparation of documents for securing a National Pollutant Discharge Elimination (NPDES) Permit.
2. Prepare additional technical specifications and bid documents to allow for competitive bidding of improvements.
3. Provide miscellaneous bidding and additional construction support services to the City.
4. Extend the expiration date from May 31, 2008 to December 30, 2008

### **FINANCIAL IMPACT**

The cost of Amendment No. 1 to the Agreement is \$65,746 for a total cost of \$316,746. There are sufficient funds in Account No. 601-6539-821-8605, Project 066001 Blending Station Improvement. The Blending Station Improvement Project is funded through the 2006 Series Water Revenue Project bonds.

AAE:JM:js

Attachment #1 - Amendment No. 1 to Agreement No. A-6867

**FIRST AMENDMENT TO AGREEMENT  
FOR CONSULTING SERVICES**

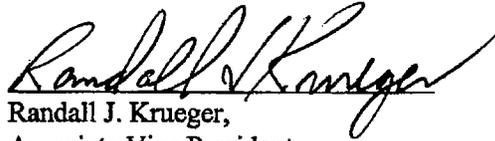
This First Amendment to Agreement for Consulting Services, dated March 25, 2008, is entered into by and between the City of Oxnard, a municipal corporation ("City"), and Black and Veatch Corporation ("Consultant"), and amends that certain Agreement for Consulting Services ("the Agreement") entered into on the 15<sup>th</sup> day of May 2007, as amended by this First Amendment thereto.

- A. City and Consultant agree that the Agreement is amended as follows:
  - 1. In section 13 of the Agreement, the figure "\$251,000" is deleted and replaced with figure "\$316,746".
  - 2. In section 11 of the Agreement, the expiration date of "May 31, 2008" is deleted and replaced with the date "December 30, 2008".
  - 3. In Section 1 of the Agreement, "Exhibit A1", attached hereto and incorporated by reference, is substituted for "Exhibit A".
  - 4. In Section 13 of the Agreement, "Exhibit B1", attached hereto and incorporated by reference, is substituted for "Exhibit B".
- B. City and Consultant further agree that as amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

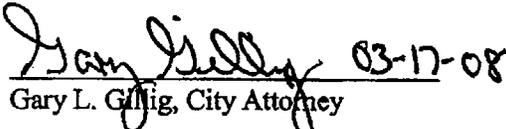
  
\_\_\_\_\_  
Randall J. Krueger,  
Associate Vice President

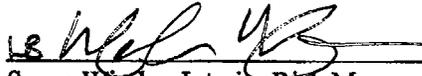
ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

 03-17-08  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

  
\_\_\_\_\_  
Susan Winder, Interim Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ken Ortega, Public Works Director

## EXHIBIT A1

### SCOPE OF SERVICES

Following is a listing of work to be performed by Consultant:

1. Perform hydrology calculations and supporting NPDES Permitting information:
  - a. Hydrology calculations of site runoff within the project area. Hydrology calculations will be based on the Ventura County Hydrology Manual.
  - b. Determine the flow at each existing inlet and storm drain pipe based on site conditions of proposed improvements. In addition, determine the number of new inlets and storm drain pipes to accommodate additional flow at improved conditions. Size and locations of new inlets and storm drain pipes will also be determined.
  - c. Prepare a hydrology map showing all the information above.
  - d. Submit the hydrology map to the City for review and comments. Revise the map to incorporate all City's comments.
  - e. Prepare documents for NPDES permitting
2. Prepare front end bidding documents and additional technical specifications to allow competitive bidding of the improvements for the Blending Station No. 1 Site Improvements Phase I Project.
3. Provide additional bidding and construction support services including:
  - a. Respond to questions from prospective bidders
  - b. Review bids and respond to questions from City
  - c. Respond to Contractor requests for information (RFI's)
  - d. Review Contractor submittals (shop drawings) for conformance with contract documents
  - e. Provide 1 month of continuous onsite construction management and observation services
  - f. Assist City in preparation of Change Orders with Construction Contractor

#### **Estimated Level of Effort and Cost**

Exhibit B1 indicates Consultant's estimated level of effort for Amendment No. 1 (staff hours), labor cost, and expenses by task and overall total for proposed services. As indicated, there is a not to exceed limit of \$65,746.

