Meeting Date: 04 / 08 / 2008

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). _	☐ Report
☐ Res. No(s). _____	☐ Public Hearing
☐ Other _____	☐ Other _____

Prepared By: Anthony Emmert Agenda Item No. I-5

Reviewed By: City Manager City Attorney Finance Planning Public Works

DATE: April 8, 2008

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director
Public Works Department, Utilities Services Branch

SUBJECT: **Third Amendment to Agreement with Kennedy/Jenks Consultants for Blending Station No. 1 Desalter Project, at 251 South Hayes Avenue.**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the third amendment to the agreement with Kennedy/Jenks Consultants to increase the amount by $265,000 for a total of $3,292,542 for the design and construction administration of the Blending Station No. 1 Desalter Project (Agreement No. 3079-04-PW) and extend the contract expiration date to December 31, 2008.

DISCUSSION

The Blending Station No. 1 Desalter Project of the City-approved Groundwater Recovery Enhancement and Treatment (GREAT) Program will produce 8.5 million gallons per day of reverse osmosis treated groundwater from the new Blending Station No. 1 Wellfield No. 2, which will be blended with groundwater from the existing Wellfield No. 1. The Blending Station No. 1 Desalter Project, along with the recently completed Wellfield No. 2 and Power Building No. 2 Projects, and the Blending Station No. 1 Access Improvements Project, to be designed and constructed in the near future, will increase the reliability of the City's water supplies, improve the mineral water quality of the City's potable water product, increase operational efficiency, tighten security around the water production and treatment equipment on the site, and improve the safety of access to the City facility. Staff expects the Desalter, Wellfield No. 2, and Power Building No. 2 to be commissioned this summer.

The Amendment No. 3 to the Agreement with Kennedy/Jenks includes additional design and construction administration work to complete the Blending Station No. 1 Desalter Project, and to prepare the required California Department of Public Health Operational Plan for regulatory and permitting purposes. Completion of the Desalter has taken several months longer to complete than originally anticipated. Most of the additional time required to complete the project has been due to site constraints, materials and equipment supplies and availability, and inclement weather.

FINANCIAL IMPACT

The cost of the Third Amendment is $265,000, bringing the total cost of the agreement to $3,292,542. There are sufficient funds in Account No. 601-6552-821-8604, Project 066009 GREAT Desalter. The Blending Station No. 1 Project is included in the City's Capital Improvement Program budget and is funded through the 2004 and 2006 series revenue bonds.

AAE:aae

Attachment #1 - Amendment No. 3 to Agreement No. 3079-04-PW

Agreement No. 3079-04-PW

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment to Agreement for Consulting Services, dated April 8, 2008, is entered into by and between the City of Oxnard, a municipal corporation ("City"), and Kennedy/Jenks Consultants ("Consultant"), and amends that certain Agreement for Consulting Services ("the Agreement") entered into on the 26th day of April 2004, as amended previously by the First Amendment and Second Amendment.

A. City and Consultant agree that the Agreement is amended as follows:

1. In section 13a of the Agreement, the figure "$3,027,542" is deleted and replaced with figure "$3,292,542".
2. In section 11 of the Agreement, the expiration date of "June 30, 2008" is deleted and replaced with the date "December 31, 2008".
3. Exhibit A of the Agreement Scope of Services is supplemented by Exhibit A2, attached hereto and incorporated herein by reference.

B. City and Consultant further agree that as amended by the First, Second, and Third amendments, the Agreement remains in full force and effect.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

CONSULTANT

Jeff T. Savard, Vice President
Kennedy/Jenks Consultants

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

Susan Winder, Interim Risk Manager

APPROVED AS TO CONTENT:

for

Ken Ortega, Public Works Director

Anthony Emmert, Project Manager

EXHIBIT A2

SCOPE OF SERVICES

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

1. Consultant shall provide additional construction management services, necessary to complete the project, which includes communicating with the Contractor, attending construction meetings, and coordinating with the City.

2. Consultant shall prepare and review any additional Request For Qualifications (RFQ) for potential change order work, including work requested by the City.

3. Consultant shall negotiate and prepare any additional change order scopes, costs and schedules for submittal to the City for approval. Consultant shall also maintain logs of the RFQ's and change orders.

4. Consultant shall respond to any additional Requests For Information (RFI) from the Contractor. Response shall include elementary sketches, if required, to clarify the design intent and details or to make minor revisions. Consultant shall also prepare clarifications based on Consultant's own review of the Contract Documents and submittals. A log of all RFI's and clarifications shall be maintained.

5. Consultant shall perform the remaining full-time construction observation throughout the duration of the project for the purposes of determining compliance with the technical provisions of the project's Contract Documents.

6. The Consultant shall provide additional design services as necessary to prepare required California Department of Public Health Operational Plan for regulatory compliance and operational permit review and approval purposes.