



Meeting Date: 10/14/08

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: Ken Ortega *[Signature]* Agenda Item No. I-5  
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Public Works *[Signature]*

**DATE:** September 15, 2008

**TO:** City Council

**FROM:** Ken Ortega, Public Works Director *[Signature]*  
Public Works Department, Utilities Services Branch

**SUBJECT:** Second Amendment to Agreement with Kennedy/Jenks Consultants for Blending Station No. 1 Chemical Building No. 3 (Fluoridation and Orthophosphate) Project located at 251 South Hayes Avenue.

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement with Kennedy/Jenks Consultants ("Kennedy/Jenks") to increase the amount by \$476,528 for a total of \$859,380 for the final and post-design services during the construction of the Blending Station No. 1 Chemical Building No. 3 Project (Agreement No. A-6869) and extend the contract expiration date to May 31, 2010.

**DISCUSSION**

Metropolitan Water District of Southern California ("MWDSC") began fluoridating its water in October 2007. The City purchases approximately half of its water from Calleguas Municipal Water District ("CMWD"), a member agency of MWDSC, and blends it with local groundwater either produced by City-owned wells or by wells owned by United Water Conservation District ("UWCD"). Both water purchased from UWCD and water produced by the City-owned wells contains natural fluoride.

The Blending Station No. 1 GREAT Program Desalter is scheduled to come online very soon, and will remove most dissolved minerals, including the natural fluoride, from the groundwater produced by the City-owned Blending Station No. 1 Wellfield No. 2. The Blending Station No. 1 Chemical Building No. 3 Project and associated systems will add fluoride back to the treated groundwater to return it to a natural level, prior to blending with water from CMWD, and orthophosphate to balance the pH of the softened water and inhibit corrosion.

Amendment No. 2 to the Agreement with Kennedy/Jenks includes additional professional engineering design, consultation, coordination, bidding and construction support services (post-design) for the

Second Amendment to Agreement with Kennedy/Jenks Consultants for Blending Station No. 1  
Fluoridation Project at 251 South Hayes Avenue  
September 15, 2008  
Page 2

Blending Station No. 1 Chemical Building No. 3 Project, and also includes preparation of the required Fluoride System Operations Contingency Plan and Fluoride System Monitoring Plan, in accordance with the California Department of Public Health requirements.

As part of the design changes to Chemical Building No. 3 requested in the amendment, the original building design will be modified to incorporate value engineering recommendations, but will remain located within the original footprint, west of the Permeate Tank at BS No. 1. In addition, the new scope includes a seismic analysis of the existing Meter Shop Building, located west of the future Chemical Building No. 3.

As the Engineer of Record for the Blending Station No. 1 Chemical Building No. 3 Project, Kennedy/Jenks is the only firm capable of performing the work described herein, while at the same time ensuring that the professional design liability protection extended to the City under the professional engineering standards code is protected from now to the completion of the construction phase of the project.

## **FINANCIAL IMPACT**

The cost of the Second Amendment is \$476,528, bringing the total cost of the agreement to \$859,380. There are sufficient funds in Account No. 601-6552-821-8201, Project 066009 GREAT Desalter, to cover the cost of the agreement. The Blending Station No. 1 Project is included in the City's Capital Improvement Program budget and is funded through the 2006 series revenue bonds.

KJO:mdt

G:\AdminSvcs-RFP & RFQ Project\Water\KJ -- A-6869 -- Blending Station No. 1 Fluoridation Project\KJ -- A-6869 (A2) -- BS#1 Fluoridation Project 09-16-08 KJ A-6869 (A2) Agenda.doc

Attachment #1 - Amendment No. 2 to Agreement No. A-6869

**000028**

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Second Amendment to Agreement for Consulting Services ("Second Amendment") is made and entered into on September 16, 2008, 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 15<sup>th</sup> day of May 2007, and amended on June 24, 2008.

- A. City and Consultant agree that the Agreement is further amended as follows:
  - 1. In Section 12 of the Agreement, the date "March 31, 2009" is deleted and replaced by the date "May 31, 2010."
  - 2. In Section 14a of the Agreement, the figure "\$382,852" is deleted and replaced by the figure "\$859,380."
  - 3. Exhibit A of the Agreement is deleted and replaced by Exhibit A1, attached hereto and incorporated herein by reference.
  - 4. Exhibit B of the Agreement is deleted and replaced by Exhibit B1, attached hereto and incorporated herein by reference.
  - 5. Exhibit C of the Agreement is deleted and replaced by Exhibit C1, attached hereto and incorporated herein by reference.
- B. City and Consultant further agree that as so amended by the First and Second Amendments, the Agreement shall remain in full force and effect.

CITY OF OXNARD

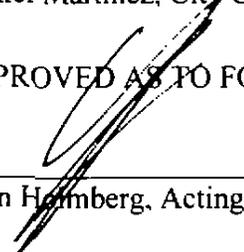
CONSULTANT

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

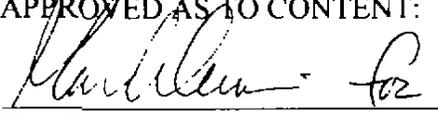
  
\_\_\_\_\_  
Jeff V. Savard, Vice President  
Kennedy/Jenks Consultants

ATTEST:

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Alan Heimberg, Acting City Attorney

APPROVED AS TO INSURANCE:  
  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
Ken Ortega, Project Manager

## **EXHIBIT A1**

### **SCOPE OF WORK**

The scope of services for this project includes, providing the necessary professional engineering design, consultation, coordination, bidding and construction services. The scope includes the following tasks:

- Task 1 – Project Management and Quality Control
- Task 2 – Final Design
- Task 3 – Bidding and Construction Support Services

The scope of work for each task is further separated into distinct subtasks as follows:

#### **TASK 1 – PROJECT MANAGEMENT AND QUALITY CONTROL**

##### **SUBTASK 1.1 - PROJECT MANAGEMENT AND MONTHLY MEETINGS**

The Consultant shall provide overall project management, which includes supervision of the Consultant's in-house design staff, planning and monitoring of contract budget and schedule, and coordination with the City. A total of six (6) monthly meetings shall be attended by Consultant with the first being the project kickoff meeting.

##### **SUBTASK 1.2 - QUALITY ASSURANCE/QUALITY CONTROL**

The Consultant shall provide quality assurance/quality control for all design aspects of the project, including detailed checking of work by in-house staff and review of work submitted by subconsultants.

##### **SUBTASK 1.3 – SUBCONSULTANT MANAGEMENT**

The Consultant shall provide overall management of its subconsultants, and coordinate their work accordingly. The subconsultants include the following:

- Building Architecture – Mainstreet Architects + Planners, Inc.

#### **TASK 2 – FINAL DESIGN**

##### **SUBTASK 2.1 – CONSTRUCTION DRAWINGS**

The Consultant's design shall be presented on Construction Drawings prepared on the City's standard sheets using the City's standard title block. Construction Drawings shall be produced in AUTOCAD and originals shall be Mylar with ink directly applied. Construction Drawings shall present the design in sufficient detail to obtain competitive bids.

Original drawings and magnetic media files shall include, but not necessarily be limited to, the following:

- General Drawings to present such things as a vicinity map, location map, symbols and abbreviations,
- Architectural Drawings for the building,
- Civil Drawings to illustrate the paving, on-site surface drainage, and piping improvements,
- Mechanical Drawings for the building and chemical systems,
- Structural Drawings for the building and miscellaneous structures,
- Electrical Drawings for power distribution, electrical equipment, lighting, and SCADA equipment. A single-line power diagram, a SCADA block diagram, electrical device control diagrams, and miscellaneous details shall be included,
- Instrumentation Drawings for P&IDs, instruments, control devices, and SCADA system interface. Instrumentation diagrams, control schematics, and control panel details shall be included.

A proposed drawing list is provided at the end of this scope of work.

#### SUBTASK 2.2 - CONTRACT DOCUMENTS/TECHNICAL SPECIFICATIONS

The Contract Documents including Notice Inviting Bids, Instructions to Bidders, Proposal Form, Contract Agreement, Bonds and Insurance Requirements, Special Provisions, and specification book cover shall be provided by the City for use by the Consultant in preparing the Contract Documents. The Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the 2003 Standard Specifications for Public Works Construction (SSPWC) with supplements. Technical specifications sections shall use the CSI numbering system.

#### SUBTASK 2.3 – OPINION OF PROBABLE CONSTRUCTION COST/SCHEDULE

The Consultant shall prepare an opinion of the probable construction cost for each design submittal and when the design is complete. The final opinion of probable construction cost shall include a detailed breakdown to show the estimated costs for the major components of the design. The Consultant shall prepare an opinion of the probable *construction schedule for each design submittal. The construction schedule shall depict the time frame for the significant items of construction work.*

#### SUBTASK 2.4 - DESIGN SUBMITTALS

The Consultant shall provide design submittals for the City's review at the 75 and 90 percent levels of completion. The design submittals shall include seven (7) sets of plans and specifications, including the opinion of probable construction cost and schedule.

The Consultant shall submit a final contract document submittal, including original plans, specifications, opinion of probable construction cost and schedule, to the City following revisions from the 90 percent review comments.

#### **SUBTASK 2.5 – METER SHOP BUILDING CODE ANALYSIS**

The Consultant shall provide an onsite inspection of the existing Meter Shop Building, located at the BS No. 1 site. The review will determine corrective actions required to renovate the existing structure and meet building code requirements (including seismic). The Consultant shall provide an opinion of probable cost for these corrective measures and compare the total with the cost of demolishing and replacing the existing structure.

These two alternatives, associated costs, and the Consultant's recommendations will be summarized and seven (7) copies will be submitted to the City for review and comment.

### **TASK 3 – BIDDING AND CONSTRUCTION SUPPORT SERVICES**

#### **SUBTASK 3.1 - BIDDING SERVICES**

The Consultant shall provide services during bidding including: 1) answering questions and interpreting bid documents for prospective bidders, 2) preparing addenda as appropriate to interpret, clarify, or expand the bid documents, 3) attending a pre-bid meeting, 4) reviewing and analyzing the bids received by the City and providing a summary of the review with recommendation for award of the construction contract.

#### **SUBTASK 3.2 - CONSTRUCTION MEETINGS**

Consultant shall attend weekly construction meetings for the estimated ten (10) month duration of project construction. At the construction meetings, the Consultant will provide design related assistance to the City/Contractor regarding construction conflicts and drawing interpretation.

#### **SUBTASK 3.3 – PRECONSTRUCTION CONFERENCE**

Consultant shall attend, and prepare and distribute minutes for the Preconstruction Conference.

#### **SUBTASK 3.4 - REQUEST FOR QUOTES (RFQS) AND CHANGE ORDERS**

Consultant shall prepare and review RFQs for potential change order work, including work requested by the City.

Consultant shall negotiate and prepare change order scopes, costs and schedules for submittal to the City for approval. Consultant shall also maintain logs of the RFQs and Change Orders.

The estimated Level-of-Effort assumes Consultant's engineering, drafting, and word processing time for preparing a total of five (5) RFQs/change orders.

### SUBTASK 3.5 - SUBMITTAL REVIEW

Consultant shall review submittals (shop drawings, material samples, equipment data, technical manuals, O&M Manuals, warranties, certifications, substitutions and/or equals) *for substantial conformity with the intent of the contract drawings and specifications.* Such review shall be only for conformance with the design concepts and general compliance with the project's Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Consultant's review shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. Consultant shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Consultant be required to review partial submissions or those for which submissions for correlated items have not been received. Consultant shall also maintain a submittal review log including the date received, date returned, submittal number, submittal title, and review action.

Six copies of each submittal will be provided to the Consultant. Consultant shall return a written review letter and 2 conformed copies of each submittal to the Contractor. Consultant shall keep 2 conformed copies for the City and turn them over when the project is complete.

The estimated Level-of-Effort assumes a total of 70 submittals (including resubmittals).

### SUBTASK 3.6 - REQUESTS FOR INFORMATION (RFIS) AND CLARIFICATIONS

Consultant shall respond to RFIs 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 RFIs and clarifications shall be maintained.

The estimated Level-of-Effort assumes a combined total of 50 RFIs and clarifications.

### SUBTASK 3.7 – RECORD DRAWING PREPARATION

Consultant shall prepare Record Drawings based on marked-up drawings received from the Contractor at the end of construction. The mark-ups will be in the form of a red-line set of contract drawings maintained during construction. The mark-ups are expected to contain clarifications, change order work, and other significant construction revisions. One set of the blue lines will be prepared and returned to the City for review. Review comments will be incorporated and a set of originals will be delivered to the City.

### **SUMMARY OF DELIVERABLES**

The following list summarizes the deliverables for this scope of work:

- Monthly meeting minutes.

- Facility Design Submittals (75%, 90%, and final), 7 copies.
- Meter Shop Building Code Compliance Report, 7 copies.
- Addenda, as required during the bid period.
- Bid summary and recommendation.
- Preconstruction conference minutes.
- Copies of construction correspondence including RFQs, change orders, RFIs, submittals, and clarifications.
- Record drawings.

### **SCOPE EXCLUSIONS**

The following tasks are excluded from the scope of services described herein:

- Additional surveying/mapping and geotechnical investigation.
- Prepare additional environmental documentation (i.e., CEQA documents).
- Prepare Facility Operations Manual.
- Prepare Risk Management Plans.
- Review and observe construction and coordinate site testing: includes preparation of field memorandums, weekly meeting minutes, construction observation reports, photographic documentation of construction progress; includes verification of Contractor's maintenance of updated field drawings and specifications, and of Contractor's coordination of all construction activities with City staff.
- Witness start-up and operational testing. Verify compliance of equipment with contract requirements. Secure all equipment guarantees and warranties. Administer receipt of spare parts, lubricants, chemicals, and other items required by the Contract Documents.
- Coordinate with the City's Building and Safety Department, Fire Department, and Planning Department for the required inspections and permits.
- Review Contractor's payment requests and make recommendations for payment to the City.
- Prepare Deficiency Punchlists.

## PROPOSED DRAWINGS

<b>Drawing Number</b>	<b>Drawing Title</b>
G1.01	Title Sheet, Location Map, and General Plan
G1.02	Index of Sheets, Notes, and Deferred Submittals
G1.03	Abbreviations
G1.04	Piping Notes, Symbols, and Schedule
G1.05	Design Criteria and Process Flow Schematic
G1.06	Code Summary
C1.01	Demolition Plan
C1.02	Site Plan
C1.03	Yard Piping Plan
C1.04	Miscellaneous Details
C1.05	Miscellaneous Details
A2.01	Floor/Roof Plan
A2.02	Reflected Ceiling Plan
A2.03	Exterior Elevations
A2.04	Building Sections
A3.01	Schedules
A4.01	Wall Section/Details
A4.02	Details
S1.01	General Structural Notes, Testing, and Abbreviations
S1.02	General Structural Details I, Reinforced Concrete
S1.03	General Structural Details II, Structural Steel
S1.04	General Structural Details III, Metal Studs
S2.01	Structural Foundation and Roof Plans
S3.01	Structural Sections I
S3.02	Structural Sections II
S3.03	Structural Sections III
S4.01	Structural Details I
S4.02	Structural Details II
M1.01	Mechanical General Notes, Legend, and Equipment Schedules
M2.01	Plumbing Plans
M2.02	HVAC/Fire Protection Plans
M2.03	Fluoridation Tank Room Enlarged Plan
M2.04	Orthophosphate Tank Room Enlarged Plan
M3.01	Plumbing Details
M3.02	Miscellaneous Details
E1.01	Electrical Symbols and Abbreviations
E1.02	Single Line and Fire Alarm Block Diagrams
E1.03	Electrical Site Plan
E2.01	Lighting Plan
E2.02	Power Plan
E2.03	Signal Plan
E3.01	Elementary Diagram, Details, and Schedules
I1.01	Process and Instrumentation Diagram Symbols
I2.01	Fluorosilicic Acid
I2.02	Zinc Orthophosphate
I3.01	Details

## EXHIBIT B1

### PROJECT SCHEDULE

The Consultant shall strive to complete the project within approximately 20 months from the notice-to-proceed (NTP) as follows:

<b>Task Name</b>	<b>Duration</b>	<b>Task Complete (No. of Weeks after NTP is Issued)</b>
Code Compliance Report	4 weeks	4 weeks
Final Design		
75% Submittal	10 weeks	10 weeks
90% Submittal	10 weeks	20 weeks
Final Submittal	4 weeks	24 weeks
Bidding Services	12 weeks	36 weeks
Construction Support Services	44 weeks	80 weeks

**EXHIBIT C1**

**SCHEDULE OF CHARGES**

**January 1, 2008**

<b>Classification</b>	<b>Hourly Rate</b>
CAD-Technician.....	\$95
Designer-Senior Technician .....	\$120
Engineer-Scientist-Specialist 1.....	\$110
Engineer-Scientist-Specialist 2.....	\$115
Engineer-Scientist-Specialist 3.....	\$130
Engineer-Scientist-Specialist 4.....	\$145
Engineer-Scientist-Specialist 5.....	\$160
Engineer-Scientist-Specialist 6.....	\$180
Engineer-Scientist-Specialist 7.....	\$200
Engineer-Scientist-Specialist 8.....	\$220
Engineer-Scientist-Specialist 9.....	\$225
Project Administrator .....	\$85
Administrative Assistant.....	\$70
Aide.....	\$55

In addition to the above Hourly Rates, a three percent Communications Charge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the rate of 50 cents per mile or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Other in-house charges for prints and reproductions, equipment usage, laboratory analyses, etc. will be at standard company rates.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2008 through December 31, 2008. After December 31, 2008, invoices will reflect the Schedule of Charges currently in effect.