



Meeting Date: 1/12/2010

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: Lou Balderrama, City Engineer *MB for* Agenda Item No. I-9  
 Reviewed By: City Manager *MB* City Attorney *MA* Finance *JC* Public Works *MB*

**DATE:** January 4, 2010

**TO:** City Council

**FROM:** Lou Balderrama, City Engineer  
Public Works Department *MB for*

**SUBJECT:** Amendment No. 3 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 the Third Amendment to the agreement with Black & Veatch for \$99,500 for a total amount of \$416,246 for the design and construction administration of the Blending Station No. 1 Site Improvements Phase I Project, and to extend the contract expiration date to December 31, 2010 (Agreement No. A-6867).

**DISCUSSION**

Construction of the Blending Station No. 1 Desalter, Power Building No. 2, and Wellfield No. 2 Projects at the 251 South Hayes Avenue site has been completed. However, 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 to East Third Street. Numerous improvements must now be completed in order to provide enhanced access to both facilities, make better use of available space, improve site drainage, and expand security around the water production and treatment facilities.

The work to design the referenced improvements has been ongoing but was put on hold pending the completion of advanced space planning and circulation alternatives analysis. Water Resources Division staff wants to commence with finalizing the design work as these projects are part of the City-approved Blending Station No. 1 Master Space Plan.

This Amendment No. 3 to the Agreement calls for several additional services as well as deletions:

- Provide for the completion of design plans and specifications for the south Water Campus. This will include drainage, grading, landscaping of designated areas, vehicle wash rack and surface improvements to allow for proper operation of the water campus in accordance with the Water Campus Master Plan. The updated scope of the general improvements is shown on Attachment

No. 1, dated 5-11-09. As shown on Attachment No. 1, the revised scope includes the landscape design to the areas on the slope to the overpass. In addition, conduits are required along the railroad fence for site security system.

- Provide bid phase assistance, comprising attendance at pre-bid meeting, drafting response to questions raised by potential bidders and preparation of addenda as necessary.
- Deletion of construction management services as described in item number 7 of Exhibit A, Scope of Services, on page 12 of the original Agreement.

## **FINANCIAL IMPACT**

The cost of Amendment No. 1 to the Agreement is \$99,500 for a total cost of \$416,246. This amendment will be funded by 2006 Water Bonds. Funds will be transferred from the Blending Station No. 3 Desalter Project No. 066011 Account No. 601-6554-821-8604 to the Water Campus Improvement Projects Project No. 10XXXX Account No. 601-XXXX-821-8605.

AAE:joh

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

Attachment #2 – Special Budget Appropriation

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this fifteenth day of December, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Black & Veatch Corporation ("Consultant"). This Third Amendment amends the Agreement entered into on May 15, 2007, by City and Consultant. The Agreement previously has been amended on March 25, 2008, by a First Amendment, and on December 14, 2008, by a Second Amendment.

City and Consultant agree as follows:

1. In section 11 of the Agreement, the expiration date "December 31, 2009" is deleted and replaced with the date "December 31, 2010."
2. In section 13 of the Agreement, the figure "\$316,746" is deleted and replaced with the figure "\$416,246."
3. In section 1 of the Agreement, Exhibit A1 is supplemented by Exhibit A2, attached hereto and incorporated by reference.
4. In section 13 of the Agreement, Exhibit B1 is supplemented by Exhibit B2 attached hereto and incorporated by reference.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

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

*J. Krueger* 12/9/09  
\_\_\_\_\_  
for Randall J Krueger, Associate Vice President

ATTEST:

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

APPROVED AS TO FORM:

*Alan Holmberg*  
\_\_\_\_\_  
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

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

APPROVED AS TO CONTENT:

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

## EXHIBIT A2

### SCOPE OF SERVICES

The following is a list of additional and modified services to be performed by Consultant:

- Provide design plans and specifications for the south Water Campus. This will include drainage, grading, landscaping of designated areas, vehicle wash rack and surface improvements to allow for proper operation of the water campus in accordance with the Water Campus Master Plan. The updated scope of the general improvements is shown on Attachment No. 1, dated 5-11-09. As shown on Attachment No. 1, the revised scope includes the landscape design to the areas on the slope to the overpass. In addition, conduits are required along the railroad fence for site security system.
- Provide bid phase assistance, comprising attendance at pre-bid meeting, drafting response to questions raised by potential bidders and preparation of addenda as necessary.
- Deletion of the Gold Coast Transit element from the scope.
- Deletion of construction management services as described in item number 7 of Exhibit A, Scope of Services, on page 12 of the original Agreement.
- Deletion of Chuck Parker's onsite role during the design work and through the initial construction phase.



**EXHIBIT B2**  
**City of Oxnard**  
**Services Associated with Blending Station No. 1 Site Improvements Phase I Project, at 251 South Hayes Avenue**  
**Additional Scope of Services**  
**Work Effort (Staff Hours) and Cost Budget**

Task Description	Black & Veatch Corporation										Subconsultant		Total Subconsultants	Subconsultant management 10%	Total	
	Project Manager	Sr. Design Specialists	Project Engineer	Staff Engineer	CAD Technician	Admin Clerical	Total Hours	B&V Labor Cost	B&V Direct Expenses	Architect	Landscape					
	Hourly Billing Rate	\$195	\$195	\$155	\$135	\$95	\$78			Mainstreet	KOR					
<b>Task 1</b> Revise Design Documentation																
a Update hydrology calculations based on revised site layout		2	2	8	2	2	16	\$2,130	\$150							
b Revise site plan per latest layout	4	8	24	48	70	4	158	\$19,510	\$1,890		\$18,000	\$18,000	\$1,800	\$41,200	\$13,840	
c Trash Enclosure	1	2	4	8	4		19	\$2,670	\$170	\$10,000		\$10,000	\$1,000	\$13,840		
d Truck Washdown	1	4	8	8	24		45	\$5,580	\$400				\$0	\$5,980		
e Revise site plan per plan check comments	2	2	4	12	20		40	\$4,920	\$450				\$0	\$5,370		
f Prepare specifications	4	4	30	60		20	118	\$15,870	\$1,290				\$0	\$17,160		
g Conceptual and schematic design of a future canopy structure			4				4	\$620	\$40	\$7,500		\$7,500	\$750	\$8,910		
<b>Task 2</b> Bid Phase Assistance	4		10	16			30	\$4,490	\$270				\$0	\$4,760		
Total Hours	16	22	86	160	120	26	430	---	---				---	---	---	
Costs Per Classification and Total All 6 Tasks	\$3,120	\$4,290	\$13,330	\$21,600	\$11,400	\$2,030	---	\$55,790	\$4,660	\$17,500	\$18,000	\$35,500	\$3,550	\$99,500		

**Notes and Assumptions regarding Level of Effort:**

- 1 Office expenses shall be reimbursed on a basis of \$8.75 per labor hour billed to cover in-house reproduction, printing, telephone, computer, postage, local travel and other general office expenses. This is included in the above costs
- 2 Billing rates to be adjusted annually to reflect increases in salary cost
- 3 Sub-Consultants and other Direct Costs, including major reproduction charges and long distance travel will be reimbursed at cost plus 10%
- 4 Level of effort is based on adapting current design in progress to accommodate the details shown on Draft South Yard Improvement Layout Plan dated 5/11/09

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

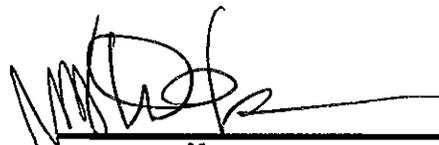
To the City Manager:

January 12, 2010

Request is hereby made for an appropriation of total . . . . . \$ 99,500

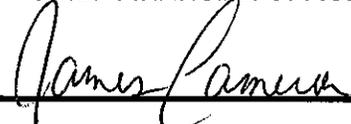
Reason for appropriation: To finalize the design work for improvements to the Blending Station No. 1 site

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
Water Operating (601)	Blending Station No. 3 Desalter 601-6554-821-8604 (Project 066011) Improvements Not Building - New	(99,500)
Water Operating (601)	Water Campus Improvement Projects 601-XXXX-821-8605 (Project 10XXXX) Improvements Not Building - Major Repair	99,500
Net Estimated Change to Water Operating Fund Balance		<u><u>0</u></u>

  
 \_\_\_\_\_  
 Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER

  
 \_\_\_\_\_

Disposition

Approved \_\_\_\_\_

Rejected \_\_\_\_\_

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

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