

RESOLUTION NO. 3992

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE BLACK AND VEATCH ENGINEERING DESIGN AND PROJECT MANAGEMENT THROUGH FACILITY CONSTRUCTION AND STARTUP FOR UPGRADE AND EXPANSION OF THE SOLEDAD WASTEWATER TREATMENT AND DISPOSAL FACILITIES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$535,000 AND APPROPRIATING \$535,000 FROM THE WASTEWATER RESERVE FUND.

WHEREAS, the engineering firm of Black & Veatch was previously selected by the City, after a competitive proposal and interview process, for an agreement in an Amount Not to Exceed \$5,120,452 for Engineering Design and Project Management Through Facility Construction and Startup for Upgrade and Expansion of the Soledad Wastewater Treatment and Disposal Facilities; and

WHEREAS, to incorporate these liquefaction mitigations, Black and Veatch needs to go back and make significant layout and design changes and resubmit the 30% design documents; and

WHEREAS, to incorporate these liquefaction mitigations, re-work will consist of redoing 35 sheets of drawings (i.e. 18 civil, 9 mechanical, 4 structural and 4 electrical drawings); and

WHEREAS, the estimated additional engineering effort associated with this rework is 3,210 hours at the cost of \$535,000; and

WHEREAS, the City desires to enter into an amendment of its Agreement with Black & Veatch so as to have Black & Veatch prepare Design, Plans, Specifications and Engineer's Opinion of Cost for construction of the preferred alternative for Liquefaction Mitigations for the Soledad Wastewater Treatment and Disposal Facilities Project, for an amount not to exceed \$535,000, bringing to total value of the contract to \$5,655,452; and

WHEREAS, Staff is of the opinion that Black & Veatch is fully capable and willing to provide the desired additional services; and

WHEREAS, it is anticipated that funding for the Agreement Amendment will come from monies allocated from the wastewater reserve fund.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that the Council authorizes the City Manager to execute an Amendment to the Black and Veatch Engineering Design and Project Management Through Facility Construction and Startup for Upgrade and Expansion of the Soledad Wastewater Treatment and Disposal Facilities Agreement to prepare Design, Plans, Specifications and Engineer's Opinion of Cost for construction of the preferred alternative for Liquefaction Mitigations for the Soledad Wastewater Treatment and Disposal Facilities Project in an amount not to exceed \$535,000.

BE IT FURTHER RESOLVED, that the Council authorizes that a sum of \$535,000 be allocated from the Wastewater Reserve Fund to pay for the services set forth in the Agreement Amendment.

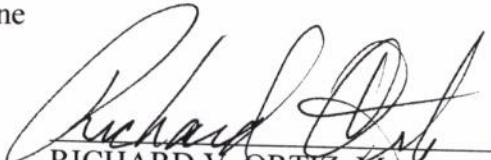
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 2nd of May, 2007 by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

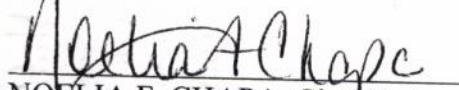
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None


RICHARD V. ORTIZ, Mayor

ATTEST:


NOELIA F. CHAPA, City Clerk

**CONTRACT AMENDMENT NO. 1
BETWEEN CITY OF SOLEDAD
AND BLACK & VEATCH (B&V)**

PURPOSE

The purpose of this amendment is to engage CONSULTANT to provide engineering services for development of the Design, Plans, Specifications and Engineer's Opinion of Cost for construction of the preferred alternative for Liquefaction Mitigations for the Soledad Wastewater Treatment and Disposal Facilities Project.

CONSULTANT'S SERVICES

Project Coordination

All work related to this Contract Amendment shall be coordinated through the City's Public Works Director, Clifton W. Price.

Scope of Services

It is understood that the level of effort (staff hours) listed in the attached Estimated Level of Effort (staff hours) and Cost defines the general level of effort Black & Veatch will expend under each work task.

TIME OF PERFORMANCE

It is assumed that Black & Veatch will be given a notice to proceed with this Amendment No. 1 by _____ and Black & Veatch will have the services completed by approximately _____. This is an approximate _____ week time frame.

PAYMENT TO CONSULTANT

Refer to existing contract between the City and Black and Veatch and Attached is a spreadsheet listing our estimated level of effort (staff hours) and corresponding costs for the proposed services. The total estimated cost for the proposed services is not to exceed \$535,000.

Unless otherwise noted, all work will be performed in accordance with the terms and conditions of the original Contract between City and Black & Veatch dated August 2, 2006.

EFFECTIVE DATE

This Contract Amendment No. 1 is effective as date of the execution by both parties.

IN WITNESS WHEREOF, duly authorized representatives of the City and of the CONSULTANT have executed this Contract Amendment No. 1 evidencing its issuance by City and acceptance by CONSULTANT.

CITY OF SOLEDAD, a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Black & Veatch

By: _____

Approved as to form:

City Attorney