Title: Supplemental Agreement: E. A. Fairbairn WTP Filter Improvements

Location: District 6

Recommendation: Pass a Motion: 1) authorizing the City Manager or the City Manager’s designee to execute Supplemental Agreement No. 2 to City Agreement 2017-1008 with Kennedy/Jenks Consultants for additional inspection services and training support for the E. A. Fairbairn Water Treatment Plant Filter Improvements, for an amount not-to-exceed $269,273, bringing the agreement total not-to-exceed amount to $597,293; and 2) extending the term of the agreement through September 30, 2019.

Contact: Megan Thomas, Project Manager, (916) 808-1729; Michelle Carrey, Supervising Engineer, (916) 808-1438; Dan Sherry, Engineering & Water Resources Division Manager, (916) 808-1419, Department of Utilities

Presenter: None

Attachments:
1-Description/Analysis
2-Supplemental Agreement No. 2
Description/Analysis

Issue Detail: Staff recommends Council approve Supplemental Agreement No. 2 with Kennedy/Jenks Consultants for additional inspection services and training support for the E. A. Fairbairn Water Treatment Plant Filter Improvement Project. Due to complications during construction, including equipment failures and delays in receiving materials, the construction end date has been extended to Spring 2019. As a result, the number of days needed for inspection has been extended requiring additional inspection costs and modification of testing of the new filters. Additional training of operators to prolong the useful life of the new filter media being installed is also included.

On August 15, 2017, Council authorized the City Manager or the City Manager’s designee to execute a Professional Services Agreement with Kennedy/Jenks Consultants to provide design, engineering support, and inspection services for the E.A. Fairbairn Water Treatment Plant Filter Improvements Project. The agreement also includes support during testing of the new filters to confirm treatment capacity for the facility drinking water permit.

Supplemental Agreement No. 1 was issued to ensure there was enough funds to cover anticipated inspection needs through year 2018. Supplemental Agreement No. 2 is needed to ensure inspection can continue through the end of construction in year 2019.

Policy Considerations: The proposed supplemental agreement exceeds the City Manager’s approval authority, requiring Council approval. This work is consistent with the criteria set forth in the Department of Utilities (DOU) Capital Improvement Project Programming Guide to rehabilitate, replace, and expand critical infrastructure to ensure reliability and safety.

Economic Impacts: None.

Environmental Considerations: Actions associated with this supplemental agreement are for inspection and training for maintenance of existing facilities and have been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 – Existing Facilities. The activities involve the operation, repair, and maintenance of existing public facilities used to provide public utility services.

Sustainability: The proposed project is consistent with the 2035 General Plan as it improves infrastructure reliability, which will prolong the useful life of existing facilities at the E. A. Fairbairn Water Treatment Plant, as well as allow for continued treatment of drinking water at the facility.

Commission/Committee Action: Not applicable.
Rationale for Recommendation: Kennedy/Jenks Consultants have provided and continue to provide crucial support for the E. A. Fairbairn Water Treatment Plant Filter Improvements project during the construction period. Due to unexpected construction related delays, including equipment failures and delays in receiving materials, the project schedule has extended beyond the anticipated completion date, which requires an extension of the inspection period. The services provided by Kennedy/Jenks Consultants includes inspection services that ensure the City receives the intended project as detailed in the specifications. Services also include monitoring construction activities of the contractor around the active treatment plant to reduce the risk of impacting water production and assisting City operators in the transition to the new filter media.

Financial Considerations: The original not-to exceed amount of the agreement was $298,300. Supplemental Agreement No. 1 totaled $29,720, increasing the not-to exceed amount to $328,020. The proposed supplemental agreement is for an amount not-to-exceed $269,273, bringing the agreement to a new total not-to-exceed amount of $597,293. Sufficient funds are available in the FWTP Rehab Project (Z14130200) to execute the agreement.

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): Kennedy/Jenks Consultants is not an LBE, but its LBE subcontractor, Kleinfelder, is completing 15% percent of the work, including a specialty inspector who will provide analysis of the filter media, which exceeds the minimum 5% LBE participation requirement.
SUPPLEMENTAL AGREEMENT

Project Title and Job Number: E.A. Fairbairn WTP Filter Improvements
Purchase Order #: 000046164
Supplemental Agreement No.: 2

The City of Sacramento ("City") and Kennedy/Jarvis Consultants ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2017-1098, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement andmodify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   The services provided shall be as set forth in Attachment 1, and attached hereto and incorporated herein.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor’s fees and expenses, is increased by $206,273, and the Agreement’s maximum not-to-exceed amount is amended as follows:

   Agreement’s original not-to-exceed amount: $206,300
   Net change by previous supplemental agreements: $29,726
   Not-to-exceed amount prior to this supplemental agreement: $236,026
   Increase by this supplemental agreement: $206,273
   New not-to-exceed amount including all supplemental agreements: $442,299

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approved Recommended By: ____________________________
Approved As To Form By: ____________________________

[Signature]
Project Manager

[Signature]
City Attorney

[Signature] Tim Williams
Contractor

[Signature]
Attested To By: ____________________________

[Signature]
City of Sacramento
City Clerk

[Rev. 9-17-12]
Attachment 1

SUPPLEMENTAL AGREEMENT NO. 2

Scope of Work

The amended portions of the Scope of Work under the Exhibit A of the Agreement shall include:

Task 6 – Engineering Services During Construction
a) (No changes regarding meetings participation).
b) (No changes regarding submittal reviews).
c) (No changes regarding requests for information (RFIs) reviews).
d) (No changes regarding requests for quotation (RFQs) reviews).
e) Provide experienced inspector for up to 140 additional working days during the 160-day active construction period to observe the nozzle removal/replacement/testing, perform delivered media inspection and sampling, observe media replacement work, and observe media performance testing and recommissioning to verify compliance with the contract documents.
f) Purchase and utilize two (2) Filter Judge filter media core sampling tools for filter media sampling. Turn-over both devices to City upon completion of their use.
g) (No changes to record drawings preparation).
h) (No changes regarding PM and QC).

Task 8 – Operator Training
a) Provide operator training for new plant operators consisting of two 4-hour classes duplicated once for a total of 16 hours of classroom time. Prepare training materials for the training sessions and conduct the training at the WTP site.
b) Provide PM and QC for Task 8 work.

Schedule and Fee

Revised Schedule

The adjusted project schedule based upon work to date is as follows:

- August 14, 2017 Notice to Proceed
- August 16, 2017 Kick-off Meeting and Site Visit
- August 25, 2017 Preliminary Estimate on Sedimentation Basins and Filters
- September 14, 2017 90% Design Submittal
- September 20, 2017 City Review and Review Meeting
- October 2, 2017 Final Design Submittal
- October 9 - November 1, 2017 Bidding Assistance
- November 2017 - May 2018 Filter Capacity Test Plan Submittal
- June 2018 - January 2019  Construction Support
- October - November 2018  Operator Training
- July 2019  Filter Capacity Study

Agreement Term will remain 30 September 2019.

Revised Fee

A fee breakdown table describing the budget adjustments and additions is shown below. A detailed breakdown of the cost is shown in the Fee Estimate.

<table>
<thead>
<tr>
<th>Task</th>
<th>Original Budget</th>
<th>Supplemental Agreement #1</th>
<th>Supplemental Agreement #2</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Kick-off Meeting and Site Visit</td>
<td>$18,300</td>
<td>(-$3,600)</td>
<td>--</td>
<td>$14,700</td>
</tr>
<tr>
<td>Task 2 – 90% Design Submittal</td>
<td>$64,750</td>
<td>--</td>
<td>--</td>
<td>$64,750</td>
</tr>
<tr>
<td>Task 3 – Final Design Submittal</td>
<td>$17,200</td>
<td>--</td>
<td>--</td>
<td>$17,200</td>
</tr>
<tr>
<td>Task 4 – Cost Estimating</td>
<td>$6,460</td>
<td>(-$2,400)</td>
<td>--</td>
<td>$6,060</td>
</tr>
<tr>
<td>Task 5 – Bidding Assistance</td>
<td>$10,720</td>
<td>--</td>
<td>--</td>
<td>$10,720</td>
</tr>
<tr>
<td>Task 6 – Engineering Services During</td>
<td>$146,870</td>
<td>$19,320</td>
<td>$253,473</td>
<td>$419,693</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 7 – Rehabilitated Filters Capacity</td>
<td>$31,940</td>
<td>$18,400</td>
<td>--</td>
<td>$48,340</td>
</tr>
<tr>
<td>Study</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 8 – Operator Training</td>
<td>$0</td>
<td>--</td>
<td>$15,800</td>
<td>$15,800</td>
</tr>
<tr>
<td>Total</td>
<td>$298,300</td>
<td>$29,720</td>
<td>$269,273</td>
<td>$507,293</td>
</tr>
<tr>
<td>Phase</td>
<td>Description</td>
<td>Type</td>
<td>Unit Price</td>
<td>Rate</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------</td>
</tr>
<tr>
<td>Phase 1</td>
<td>Kick-off Meeting and Site Visit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 2</td>
<td>80% Design Submittal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 3</td>
<td>Final Design Submittal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 4</td>
<td>Cost Estimating</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 5</td>
<td>Bid/Proposal Assistance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 6</td>
<td>Engineering Services During Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 7</td>
<td>Rehabilitation Filter Capacity Study</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 8</td>
<td>Operator Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Phases Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Clarify**

**PROJECT Description**

**City of Sacramento**

**Proposal Number**

**Supplemental Agreement No. 1**

**Date**

18/12/2018

Kennedy/Jenks Consultants