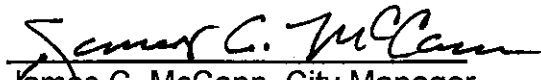


City of Calistoga

Staff Report

TO: Honorable Mayor and City Council Members
FROM: James M. Smith, Senior Civil Engineer
VIA: Dan Takasugi, Public Works Director/City Engineer
DATE: April 15, 2008
SUBJECT: Consideration of a Resolution Approving Amendment No. 5 to the Agreement for Engineering Services with Erler & Kalinowski, Inc. in the Amount of \$20,000 to Augment the Existing Budget to Prepare Engineering Design Documents for Three Redundant Pumps Related to the Water Facilities Improvement Projects

APPROVAL FOR FORWARDING:


 James C. McCann, City Manager

1
 2 **ISSUE:** Consideration of a Resolution approving Amendment No. 5 to the
 3 Agreement for Engineering Services with Erler & Kalinowski in the amount of \$20,000
 4 to augment the existing budget to prepare engineering design documents for three
 5 redundant pumps related to the Water Facilities Improvement Projects.

6
 7 **RECOMMENDATION:** Adopt Resolution.

8
 9 **BACKGROUND / DISCUSSION:** In August of 1996, the State Department of Health
 10 Services issued the City of Calistoga a Compliance Order related to the City's ability
 11 to provide an adequate and dependable water supply to its customers. The
 12 Compliance Order required the City to prepare a detailed evaluation of its water
 13 service abilities under maximum demand conditions, and to submit a plan and
 14 schedule for developing additional sources of supply and an adequate system for
 15 treatment and delivery of that supply.

16
 17 One of the steps the City took in response to the Compliance Order was the
 18 preparation in 2000 of the Water Facilities Plan (WFP). The WFP addressed many of
 19 the Compliance Order issues and included a prioritized list of water system
 20 improvements necessary to meet operational and system storage requirements.
 21 Through a competitive Request for Proposals process, the City selected as its
 22 consultant Erler & Kalinowski Inc. (EKI) to provide certain program management,
 23 coordination, design, and contract administration services in connection with the

24 package of high priority water facilities projects. The City entered into an Agreement
25 for Engineering Services with EKI in April 2001 in the amount of \$594,000.

26
27 The City Council has previously approved four amendments to this agreement.
28 Amendment No. 1 increased the scope of work and was approved on July 15, 2003,
29 in the amount of \$58,500. Amendment No. 2 was approved by Council on
30 December 21, 2004; it reduced the contract by \$37,500. The reduction in the fee is
31 associated with the removal of the Kimball Inflatable Dam Project from the scope of
32 the project. The inflatable dam was included in the original water facilities plan, but
33 was subsequently removed from the plan due to engineering concerns with the
34 design. This project element has since been replaced with the Kimball Dam
35 Horizontal Lifeline Project, which is a less costly alternative. Because the Horizontal
36 Lifeline Project required less design effort than the Inflatable Dam Project, the design
37 fee was reduced by \$37,500. Amendment No. 3 increased the scope of work and
38 was approved on December 19, 2006 in the amount of \$73,950. Amendment No. 4
39 increased the budget to cover design services for construction of a new filter bank
40 and new filter-to-waste system and was approved on November 6, 2007 in the
41 amount of \$136,000. With these four prior amendments, the current amount of the
42 Agreement is \$824,950.

43
44 The first phase of the overall project, consisting of the replacement of the Kimball and
45 Myrtle Dale/Grant transmission pipelines, was completed significantly under budget in
46 December 2005.

47
48 The second and final phase of the overall project includes improvements at the
49 Kimball Water Treatment (primarily) and at the Kimball Dam. These project elements
50 are part of a combined design package that is presently at about the 60%-level of
51 design. As part of this ongoing design work, City staff and EKI identified certain
52 deficiencies in some existing piping and pumping systems, as well as a lack of
53 redundancy in these same systems. Staff recommends that these systems be
54 improved as part of this project, so as to take advantage of the ongoing design work
55 on the project and allow the construction of these improvements as part of the larger
56 project. The City should realize an economy of scale with this added work, and the
57 improvements can be constructed during the scheduled facility outages that will be
58 part of the overall project implementation.

59
60 Erler & Kalinowski, Inc. has submitted a proposal to complete the design of these
61 additional pumping system improvements in an amount not to exceed \$20,000. Staff
62 recommends approving Amendment No. 5 in the amount of \$20,000 for a total
63 contract amount of \$844,950.

64
65 **SCHEDULE:** The design for this second and final phase of this project is scheduled
66 to be completed in June, followed by the bidding and contract award process, and

67 finally with equipment procurement and construction occurring in the September
68 2008 through March 2009 timeframe.

69

70 **FISCAL IMPACT:** The water facilities improvement project is funded by a USDA
71 funding package which includes a loan in the amount of \$2.51M and a grant in the
72 amount of \$1.0M. Due to the first phase of the construction being completed under
73 budget, there is substantial contingency funding available to fund the additional
74 project elements. Most of the remaining funds available are grant funds, as the
75 USDA requires the loan portion of the funding package to be fully utilized before
76 grant funds are used. This amendment, and the design and construction of these
77 redundant pumps, should be eligible to be funded by USDA grant funds. The
78 utilization of USDA grant funds can only be finalized, however, based on the final
79 project costs, which will be determined from the prices obtained during the bidding
80 process and the actual change orders on the remaining portion of the overall project.

81

82 Funds are budgeted for this project in Fiscal Year 2007/08 in Water Treatment
83 Capital Improvements (12-4132-5424).

84

85 **ATTACHMENTS:**

86

- 87 1. Resolution
- 88 2. Amendment No. 5

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RESOLUTION 2008- _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA,
COUNTY OF NAPA, STATE OF CALIFORNIA, APPROVING AMENDMENT
NO. 5 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH
ERLER & KALINOWSKI, INC. FOR FINAL DESIGN SERVICES RELATED FOR
THE WATER FACILITIES IMPROVEMENT PROJECTS**

WHEREAS, on April 15, 2001 the City of Calistoga approved an Agreement for Engineering Services with Erler & Kalinowski, Inc. (EKI) to provide certain program management, coordination, design, and contract administration services in connection with a loan application to the United States Department of Agriculture (USDA) for the Water Facilities Improvement Projects for an amount not to exceed \$594,000; and

WHEREAS, on July 15, 2003 the City of Calistoga approved Amendment No. 1 to the Agreement for Engineering Services in an amount not to exceed \$58,500 for additional services required to coordinate and submit a complete funding application to USDA; and

WHEREAS, on December 21, 2004 the City of Calistoga approved Amendment No. 2 to the Agreement for Engineering Services to reduce the contract budget by \$37,500; and

WHEREAS, on December 19, 2006 the City of Calistoga approved Amendment No. 3 to the Agreement for Engineering Services for a Preliminary Engineering Report for a new filter bank and new filter-to-waste system, and to augment the budget for prior projects completed over a six-year period; and

WHEREAS, on November 6, 2007 the City of Calistoga approved Amendment No. 4 to the Agreement for Engineering Services for final design for additional project elements, including final drawings, specifications, and environmental services, in the amount of \$136,000; and

WHEREAS, the City requested and received a proposal from EKI to complete the design of three redundant pump systems in the amount of \$20,000, and staff recommends acceptance of the proposal.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Calistoga hereby approves Amendment No. 5 (Exhibit "A") to the Agreement for Engineering Services; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the agreement subject to review and approval by the City Attorney.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Calistoga at a regular meeting held this 15th day of April 2008, by the following vote:

AYES:

NOES:

ABSTAIN/ABSENT:

JACK GINGLES, Mayor

ATTEST:

SUSAN SNEDDON, City Clerk

AGREEMENT NO. _____

**AMENDMENT NO. 5 TO AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE CITY OF CALISTOGA AND
ERLER & KALINOWSKI, INC. FOR WATER FACILITIES IMPROVEMENTS**

THIS AMENDMENT NO. 5 to Agreement for Engineering Services between the City of Calistoga and Erler & Kalinowski, Inc. (hereinafter Amendment No. 5) is hereby entered into as of the 15th day of April, 2008, by and between the City of Calistoga, a municipal corporation (hereinafter referred to as "City") and Erler & Kalinowski, Inc. (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, City and Consultant have previously entered into an Agreement for Engineering Services in conjunction with design for the Water Facilities Improvement Projects (hereinafter referred to as "Agreement"); and

WHEREAS, City and Consultant have previously entered into Amendment No. 1 to the Agreement for Engineering Services, dated July 15, 2003, which is described in the "Proposal for Performing Out-of-Scope Activities Related to the Selection of Water System Projects and the Coordination and Submittal of the USDA Funding Application for Water Facilities Improvements" dated June 11, 2003; and

WHEREAS, City and Consultant have previously entered into Amendment No. 2, dated December 21, 2004, to provide a lump sum reduction for Kimball Reservoir Inflatable Dam Project as described in EKI's letter dated December 10, 2004; and

WHEREAS, City and Consultant have previously entered into Amendment No. 3, dated December 19, 2006, to provide a Preliminary Engineering Report for certain additional Water Treatment Plant improvements and provide for other budget augmentations as described in the "Request for Budget Augmentation for USDA Rural Development Program Funded Water System Projects" dated November 27, 2006; and

WHEREAS, City and Consultant have previously entered into Amendment No. 4, dated November 6, 2007, to provide additional design services related to the construction of a new filter bank and a new filter to waste system as described in the "Request for Budget Augmentation for USDA Rural Development Program Funded Water Systems Projects" dated October 18, 2007; and

WHEREAS, City and Consultant now desire to enter into Amendment No. 5 to provide design for three redundant pumps to be incorporated into the overall design package as part of the Water Treatment Plant improvements including final drawings

EKI Water Facilities Agreement
Amendment No. 4

and specifications in the "Proposal for Design of Redundant Pumps – Kimball Water Treatment Plant Upgrades" dated March 26, 2008, attached as Exhibit "A".

NOW, THEREFORE, the parties do hereby mutually agree to amend the Agreement as follows:

1. Amend Attachment 1 of the Agreement for Engineering Services to include the design for three redundant pumps at the Water Treatment Plant described in the "Proposal for Design of Redundant Pumps – Kimball Water Treatment Plant Upgrades" dated Match 26, 2008 in the amount of \$20,000.

2. Attachment 1 of the Agreement (Total Engineering Services) is hereby amended to read \$844,950.

3. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of Eight Hundred Forty Four Thousand, Nine Hundred Fifty Dollars (\$844,950.00), without prior written amendment to this Agreement.

4. Except as specifically modified by this Amendment No. 5, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 5 as of the date first above written.

CITY OF CALISTOGA

ERLER & KALINOWSKI, INC.

By: _____
James C. McCann

By: _____
Steven A. Tarantino

Title: City Manager

Title: Vice-President

APPROVED AS TO FORM:

ATTEST:

Michelle Marchetta Kenyon
City Attorney

Su Sneddon
City Clerk

EXHIBIT "A"
SCOPE OF SERVICES



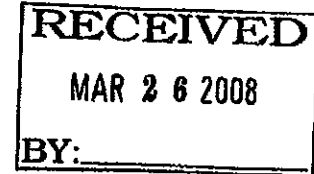
**Erler &
Kalinowski,
Inc.**

Consulting Engineers and Scientists

1870 Ogden Drive
Burlingame, CA 94010
(650) 292-9100
Fax (650) 552-9012

26 March 2008

Dan Takasugi
Public Works Director
City of Calistoga
1232 Washington Street
Calistoga, California 94515



Subject: Proposal for Design of Redundant Pumps
Kimball Water Treatment Plant Upgrades, City of Calistoga, California
(EKI A00109.17)

Dear Mr. Takasugi:

Erler & Kalinowski, Inc. ("EKI") is pleased to submit this proposal for design services for the redundant pumps at Kimball Water Treatment Plant ("WTP") for the City of Calistoga ("City"). This proposal has been prepared based on e-mail discussions between EKI and the City on 16 January 2008.

BACKGROUND

As you know, the City has requested that EKI perform design services for three redundant pumps located at the WTP, including (1) a redundant Kimball Pump No. 1, (2) a redundant surface wash pump, and (3) a redundant backwash pump. The City has indicated that the designs for these pumps should be incorporated into the design documents that EKI is currently preparing under a separate scope of work, which includes various other WTP upgrades.

The proposed scope of work is described below.

PROPOSED SCOPE OF WORK

The proposed scope of work will include the one task described below.

Task 1 - Prepare Design for Redundant Pumps

EKI will prepare design documents for three redundant pumps, including a redundant Kimball Pump No. 1, a redundant surface wash pump, and a redundant backwash pump. EKI will incorporate the design documents into the overall design package that is being prepared by EKI under the EKI Job Number A00109.16.



As previously discussed with the City, the scope for this task assumes the following:

- Existing Kimball Pump Nos. 2 and 3 can be decommissioned and demolished so that the power buckets in the existing motor control center (“MCC”) can be used for the new pumps.
- The variable frequency drive (“VFD”) for redundant Kimball Pump No. 1 will be installed inside the existing building.
- Only a local disconnect will be provided for the redundant surface wash pump and the redundant backwash pump.
- The three redundant pumps will match the existing pumps, based on the information available on the existing pump nameplates and information provided by the pump manufacturer. No additional hydraulic calculations will be performed, with the exception of calculations to confirm that the existing backwash pump is capable of providing a sufficient backwash flux rate to backwash one of the new filter vessels at a time.
- No additional geotechnical investigation will be required.
- The three redundant pumps will be bid as part of the overall WTP upgrade project and not as a separate project.

BUDGET

We propose that compensation for consulting services by Erler & Kalinowski, Inc. be on a time and expense reimbursement basis in accordance with the attached Schedule of Charges, dated 2 January 2008. EKI proposes a budget of \$20,000 for Task 1 above. This \$20,000 budget will not be exceeded without authorization. The work described above will be tracked using EKI job code A00109.17.

Work specified herein will be performed in accordance with the terms and conditions described in the 16 April 2001 contract between EKI and the City. Unless agreed upon in writing by the City and EKI, the provisions of this proposal and the 16 April 2001 contract will prevail.

If this proposal meets with your approval, please sign where noted below, and return a copy to our office to confirm our authorization to proceed.

Letter to Dan Takasugi (City of Calistoga)
26 March 2008
Page 3 of 3



We are pleased to have the opportunity to work with you on this project. If you have any questions or wish to discuss these matters in greater detail, please call.

Very truly yours,

ERLER & KALINOWSKI, INC.

A handwritten signature in black ink, appearing to read 'C. David Umezaki', written over a horizontal line.

C. David Umezaki, P.E.
Project Engineer

A handwritten signature in black ink, appearing to read 'Stephen A. Tarantino', written over a horizontal line.

Stephen A. Tarantino, P.E.
Vice President

**AUTHORIZATION
CITY OF CALISTOGA**

By _____

Title _____

Date _____

Attachments:

Schedule of Charges, dated 2 January 2008

Client/Address: City of Calistoga
1232 Washington Street
Calistoga, CA 94515



Proposal/Agreement Date: 26 March 2008

SCHEDULE OF CHARGES FOR ERLER & KALINOWSKI, INC.

2 JANUARY 2008

Personnel Compensation

Classification	Hourly Rate
Senior Principal	232
Principal and Chief Engineer-Scientist	219
Supervising Engineer-Scientist	210
Senior Engineer-Scientist	187
Associate Engineer-Scientist	170
Engineer-Scientist, Grade 1	159
Engineer-Scientist, Grade 2	137
Engineer-Scientist, Grade 3	127
Engineer-Scientist, Grade 4	108
Engineer-Scientist, Grade 5	95
CADD Operator	90
Technician/Administrative Assistant	80
Typist/Secretary	65

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

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

Communication charges for local and long distance telephone, facsimile transmittal, standard delivery U.S. postage, and routine in-house copying will be charged at a rate of 3% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus ten percent (10%).

CADD and Modeling Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

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

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of Erler & Kalinowski, Inc. and may be updated annually.