

**BENICIA CITY COUNCIL
REGULAR MEETING AGENDA**

**City Council Chambers
December 06, 2011
8:00 PM**

*Times set forth for the agenda items are estimates.
Items may be heard before or after the times designated.*

I. CALL TO ORDER (8:00 PM):

A. ADMINISTRATION OF OATH OF OFFICE TO ELECTED OFFICIALS.

II. CLOSED SESSION:

III. CONVENE OPEN SESSION:

A. ROLL CALL.

B. PLEDGE OF ALLEGIANCE.

C. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC.

A plaque stating the fundamental rights of each member of the public is posted at the entrance to this meeting room per section 4.04.030 of the City of Benicia's Open Government Ordinance.

D. REMARKS BY ELECTED OFFICIALS.

E. NOMINATION AND ELECTION OF MAYOR PRO TEM.

IV. ANNOUNCEMENTS/APPOINTMENTS/PRESENTATIONS/PROCLAMATIONS:

A. ANNOUNCEMENTS.

B. APPOINTMENTS.

C. PRESENTATIONS.

1. Poet Laureate - Ronna Leon

D. PROCLAMATIONS.

V. ADOPTION OF AGENDA:

VI. OPPORTUNITY FOR PUBLIC COMMENT:

This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the City Council from responding to or acting upon matters not listed on the agenda. Each speaker has a maximum of five minutes for public comment. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Speakers may not make personal attacks on council members, staff or members of the public, or make comments which are slanderous or which may invade an individual's personal privacy.

A. WRITTEN COMMENT.

B. PUBLIC COMMENT.

VII. CONSENT CALENDAR (8:30 PM):

Items listed on the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal or explanation is received from a Council Member, staff or member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar.

A. AWARD OF CONSTRUCTION CONTRACT FOR REPLASTERING OF THE JAMES LEMOS DIVE POOL. (Parks and Community Services Director)

On October 20, 2011 construction documents were made available for public bidding. On November 3, 2011, the bidding period closed and the City received and opened three bids from, Burkett's Pool Plastering Inc., Ripon, CA, Adams Pool Specialties, Sacramento, CA, and Adams Pool Solutions, Pleasanton, CA. A low bid of \$103,021 was received from Burkett's Pool Plastering Inc. The contractor Burkett's Pool Plastering Inc. is well regarded in the pool construction industry and has successfully completed several replastering jobs in the State of California.

Recommendation: Adopt the resolution accepting the bid for the replastering of the James Lemos dive pool, awarding the construction contract to Burkett’s Pool Plastering Inc. from Ripon, CA, in the amount of \$103,021, appropriating \$13,553 from Facilities Maintenance account #113-9205-9640 and authorizing the City Manager to sign the contract on behalf of the City.

B. QUIT CLAIM OF CITY PROPERTY TO THE OWNERS OF 648 EAST I STREET. (Public Works and Community Development Director)

James and Laura Snyder own (as a family trust) a home a 648 East I Street that was built in 1968. Due to what appears to be a survey error in 1968, the fence line encroaches 18 feet onto the City-owned “Bottle Hill” open space property. The garage and part of one of the bedrooms are within this encroachment area. The property is zoned single-family residential.

Recommendation: Adopt a resolution approving a quit claim deed for transfer of 2,317 square feet of City-owned property to the owner of 648 East I Street.

C. PARTICIPATION IN MORTGAGE CREDIT CERTIFICATE PROGRAM. (Public Works and Community Development Director)

The Solano County MCC Program currently assists first time homebuyers with the purchase of existing or new homes in the cities of Fairfield, Dixon, Rio Vista, Suisun City and the unincorporated County. The City of Vallejo is in the process of being added to the program. Benicia and Vacaville have been asked to join. The MCC Program provides a tax credit that helps first-time homebuyers qualify for and pay their mortgages.

Recommendation: Adopt a resolution authorizing participation in the Solano County Mortgage Credit Certificate (MCC) Program and approval of a Cooperative Agreement with Solano County.

D. APPROVAL OF CONSULTANT AGREEMENT FOR THE WATER TREATMENT PLANT INFLUENT IMPROVEMENT PROJECT. (Public Works and Community Development Director)

This project will make three improvements to the Water Treatment Plant Influent System including installing an influent flow meter; installing a flow control valve; and rehabilitating and improving the chemical mixing in the flash mix room. Sufficient funds are budgeted and available in the Water Fund to cover the cost. The expertise and staffing resources required for these services does not exist in-house.

Recommendation: Adopt a resolution approving a consultant agreement for engineering design and bidding services for the Water Treatment Plant Influent Improvement Project with Stantec Consulting Services, Inc. for a not-to-exceed cost of \$74,000, and authorizing the City Manager to execute the contract on behalf of the City.

E. Approval to waive the reading of all ordinances introduced and adopted pursuant to this agenda.

VIII. BUSINESS ITEMS:

IX. ADJOURNMENT (9:00 PM):

Public Participation

The Benicia City Council welcomes public participation.

Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is not on the agency's agenda for that meeting. The City Council allows speakers to speak on non-agendized matters under public comment, and on agendized items at the time the agenda item is addressed at the meeting. Comments are limited to no more than five minutes per speaker. By law, no action may be taken on any item raised during the public comment period although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the City Council.

Should you have material you wish to enter into the record, please submit it to the City Manager.

Disabled Access or Special Needs

In compliance with the Americans with Disabilities Act (ADA) and to accommodate any special needs, if you need special assistance to participate in this meeting, please contact Anne Cardwell, the ADA Coordinator, at (707) 746-4211. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

Meeting Procedures

All items listed on this agenda are for Council discussion and/or action. In accordance with the Brown Act, each item is listed and includes, where appropriate, further description of the item and/or a recommended action. The posting of a recommended action does not limit, or necessarily indicate, what action may be taken by the City Council.

Pursuant to Government Code Section 65009, if you challenge a decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. You may also be limited by the ninety (90) day statute of limitations in which to challenge in court certain administrative decisions and orders (Code of Civil Procedure 1094.6) to file and serve a petition for administrative writ of mandate challenging any final City decisions regarding planning or zoning.

The decision of the City Council is final as of the date of its decision unless judicial review is initiated pursuant to California Code of Civil Procedures Section 1094.5. Any such petition for judicial review is subject to the provisions of California Code of Civil Procedure Section 1094.6.

Public Records

The agenda packet for this meeting is available at the City Manager's Office and the Benicia Public Library during regular working hours. To the extent feasible, the packet is also available on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." Public records related to an open session agenda item that are distributed after the agenda packet is prepared are available before the meeting at the City Manager's Office located at 250 East L Street, Benicia, or at the meeting held in the Council Chambers. If you wish to submit written information on an agenda item, please submit to the City Clerk as soon as possible so that it may be distributed to the City Council. A complete proceeding of each meeting is also recorded and available through the City Clerks Office.

**AGENDA ITEM
CITY COUNCIL MEETING DATE - DECEMBER 6, 2011
CONSENT CALENDAR**

DATE : November 14, 2011
TO : City Manager
FROM : Parks and Community Services Director
SUBJECT : **AWARD OF CONSTRUCTION CONTRACT FOR REPLASTERING OF THE JAMES LEMOS DIVE POOL**

RECOMMENDATION:

Adopt the resolution accepting the bid for the replastering of the James Lemos dive pool, awarding the construction contract to Burkett's Pool Plastering Inc. from Ripon, CA, in the amount of \$103,021, appropriating \$13,553 from Facilities Maintenance account #113-9205-9640 and authorizing the City Manager to sign the contract on behalf of the City.

EXECUTIVE SUMMARY:

On October 20, 2011 construction documents were made available for public bidding. On November 3, 2011, the bidding period closed and the City received and opened three bids from, Burkett's Pool Plastering Inc., Ripon, CA, Adams Pool Specialties, Sacramento, CA, and Adams Pool Solutions, Pleasanton, CA. A low bid of \$103,021 was received from Burkett's Pool Plastering Inc. The contractor Burkett's Pool Plastering Inc. is well regarded in the pool construction industry and has successfully completed several replastering jobs in the State of California.

BUDGET INFORMATION:

Staff has identified a combined fund balance of \$113,553 for this project. This combined fund balance consists of the following accounts:

Account No.	Account Name	Fund Balance
113-9205-9625	Facility Maintenance	\$100,000
113-9205-9640	Facility Maintenance	\$13,553
Total		\$113,553

To date, the City has expended \$230.00 on bidding and construction documents. The total construction cost of the James Lemos Pool Plastering Project is \$113,553. This total consists of the construction bid of \$103,021.00, bidding and construction documents \$230.00, and a 10% construction contingency of \$10,302.

The budgeted amount in Fiscal Year 2011/12 for this project is \$100,000 in account 113-9205-9625 (Facility Maintenance-replaster dive pool). Staff is recommending the remaining balance and contingency of \$13, 553 is allocated from account # 113-9205-9640 (Facility Maintenance-park and playground improvements). This account has a current balance of \$24,270. At the conclusion of the project any funds not used from the contingency will go back to account #113-9205-9640.

STRATEGIC PLAN:

- Strategic Issue 4: Preserving and Enhancing Infrastructure
 - Strategy #4: Provide adequate funding for ongoing infrastructure needs

BACKGROUND:

The current plaster on the James Lemos dive pool is starting to come off in several areas and is causing further deterioration to the gunite structure. The typical life expectancy of plaster is approximately ten years. The pool was previously replastered in 2000. The scope of this project includes: removing and replacing plaster, installation of a new gutter tile and depth markers, replacement of drain inlets and entrapment inlets, and Health Department plans and permits.

Bid Results:

RANK	BIDDER'S NAME AND ADDRESS	Total BID
1	Burkett's Pool Plastering Inc. 600 N. Frontage Road Ripon, CA 95366	\$103,021.00
2	Adams Pool Solutions 3675 Old Santa Rita Road Pleasanton, CA 94588	\$106,415.00
3	Adams Pool Specialties 7 Wayne Court Sacramento, CA 95829	\$119,740.00

The bid is based on specifications prepared by Rick Knight, Project Manager. In accordance with the contract specifications, the construction contract should be awarded to the bidder submitting the lowest responsive responsible total bid, which is Burkett's Pool Plastering Inc., Ripon, California.

Staff recommends that the construction contract be awarded to Burkett's Pool Plastering Inc. in the amount of \$103,021 and appropriate \$13,553 from Facilities Maintenance account #113-9205-9640.

If the City Council awards the construction contract, construction should begin in December 2011 and be completed by February 2012, weather permitting.

Attachment:

- Proposed Resolution: Award Construction Contract

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE REPLASTERING OF THE JAMES LEMOS DIVE POOL, AWARDING THE CONSTRUCTION CONTRACT TO BURKETT'S PLASTERING INC., RIPON, CALIFORNIA IN THE AMOUNT OF \$103,021 AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION CONTRACT ON BEHALF OF THE CITY

WHEREAS, the City of Benicia's replastering of the James Lemos dive pool was advertised for construction bids, and three bids were properly received and opened on November 3, 2011; and

WHEREAS, Burkett's Pool Plastering Inc., Ripon, CA was the lowest, responsive, responsible bidder; and

WHEREAS, Burkett's Pool Plastering is well regarded in the pool construction industry and has successfully completed projects throughout the State of California; and

WHEREAS, this project is exempt from the California Environmental Quality Act under Article 19, Categorical Exemptions, Section 15301, Existing Facilities, and 15302, Replacement or Reconstruction.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby accepts the bid and awards the construction contract in the amount of \$103,021 to, Burkett's Pool Plastering Inc., Ripon, CA for the replastering of the James Lemos dive pool.

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to sign the construction contract on behalf of the City, subject to approval by the City Attorney.

BE IT FURTHER RESOLVED THAT the City Council of the City of Benicia appropriates \$13,553 from account #113-9205-9640 for this project.

On motion of Council Member _____ and seconded by Council Member _____, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of December, 2011, and adopted by the following vote.

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE - DECEMBER 6, 2011
CONSENT CALENDAR

DATE : November 14, 2011

TO : City Manager

FROM : Public Works and Community Development Director

SUBJECT : **QUIT CLAIM OF CITY PROPERTY TO THE OWNERS OF 648 EAST I STREET**

RECOMMENDATION:

Adopt a resolution approving a quit claim deed for transfer of 2,317 square feet of City-owned property to the owner of 648 East I Street.

EXECUTIVE SUMMARY:

James and Laura Snyder own (as a family trust) a home a 648 East I Street that was built in 1968. Due to what appears to be a survey error in 1968, the fence line encroaches 18 feet onto the City-owned "Bottle Hill" open space property. The garage and part of one of the bedrooms are within this encroachment area. The property is zoned single-family residential.

BUDGET INFORMATION:

The proposal would add \$4,364 to the General Fund.

BACKGROUND:

Mr. Snyder obtained an appraisal that suggests a value of \$4,634 for the subject 2,317 sq. ft. (\$2 per sq. ft.), which he is willing to pay the City in exchange for merging that portion of the City land with his existing lot. Doing so would increase the 648 East I Street lot from 9,375 sq. ft. to 11,692 sq. ft. Although this is still below the 12,000 sq. ft. threshold where subdivision into two lots would be permissible, the attached resolution as an added safeguard includes a condition that prohibits counting the additional 2,317 sq. ft. toward any future subdivision proposal.

(The \$2/sq. ft. value is the same as recently paid by the Benicia Health and Fitness Club to the City.) Upon Council approval of the quit claim deed, City staff will approve the necessary associated Lot Line Adjustment application.

The company that performed the 1968 survey has prepared the corrected surveys attached to this report.

Attachments:

- ❑ Proposed Resolution
- ❑ Survey showing existing home footprint and lot line
- ❑ Survey showing existing and proposed lot lines
- ❑ 648 East I photograph

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY OF BENICIA APPROVING A QUIT CLAIM DEED FOR TRANSFER OF 2,317 SQUARE FEET OF PROPERTY TO THE OWNERS OF 648 EAST I STREET

WHEREAS, the James and Laura Snyder trust owns property described as 648 East I Street, Benicia, California; and

WHEREAS, the home on the property was built in 1968 and the garage and one of the bedrooms encroach onto City-owned property; and

WHEREAS, an appraisal for the subject 2,317 square feet of property has been performed, with a value of \$4,634 (\$2 per square foot), and the Snyders have tendered that amount to the City in exchange for merging that portion of City land with the existing lot at 648 East I Street.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Benicia here approves a quit claim deed for transfer of 2,317 square feet of property to the owners of 648 East I Street.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the deed on behalf of the City, subject to minor modifications by the City Attorney.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to file a certified copy of this resolution and fully-executed deed with the Solano County Recorder.

BE IT FURTHER RESOLVED, that the 2,317 square feet added to the property shall not be included in calculating the size of any lot proposed to be created by any future subdivision.

* * * * *

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council on the 6th day of December, 2011.

Ayes:
Noes:
Absent:
Abstain:

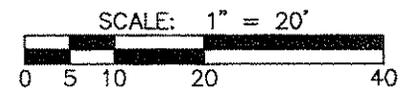
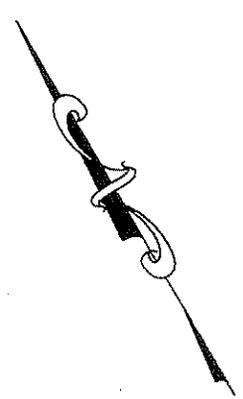
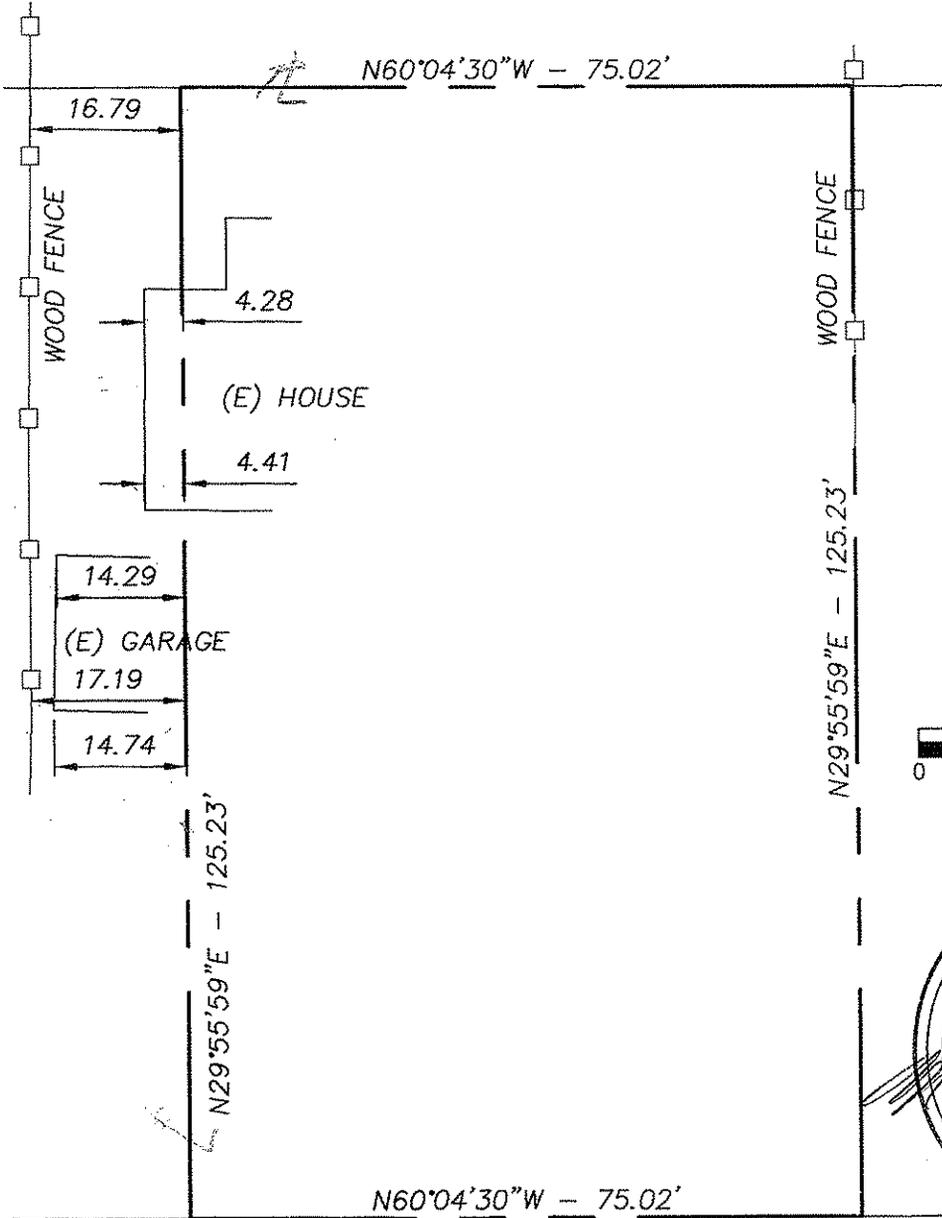
Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

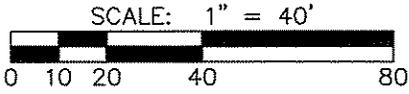
SURVEY SHOWING EXISTING
HOME FOOTPRINT AND LOT LINE
648 East I St

EAST "I" STREET



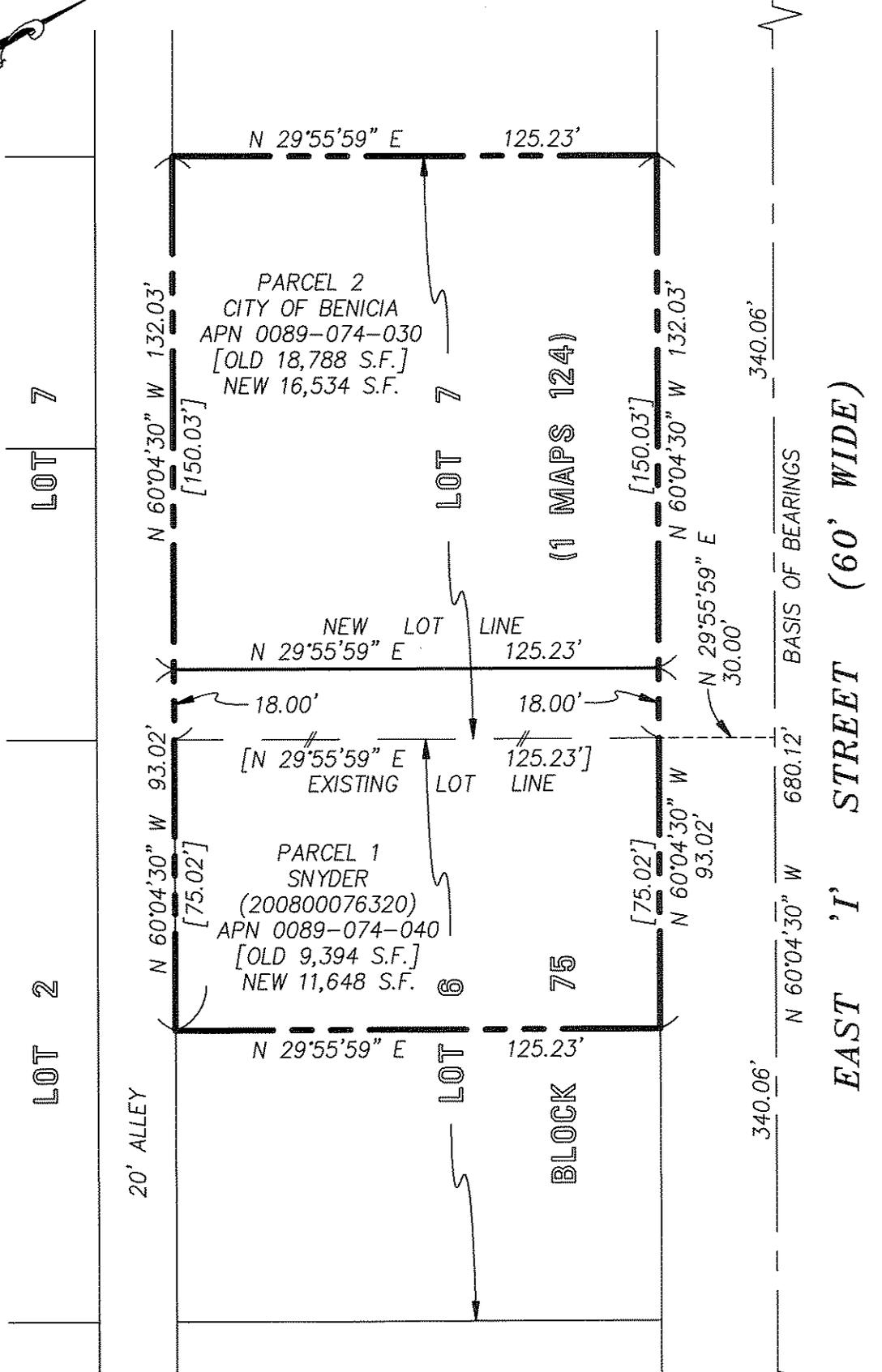
C:\Land Projects 2008\0855ACK\dwg\0855-HOUSE-WALL-PLAT.dwg 8/6/2009 4:42:07 PM PDT

<p>BOUNDARY/STRUCTURE SURVEY 648/650 EAST "I" STREET BENICIA, SOLANO COUNTY STATE OF CALIFORNIA SCALE: 1" = 20' JUNE 2011</p>	<p>ACK ENGINEERING 600 MARIN STREET, #5 VALLEJO, CA 94590 PHONE: 707-648-8818 FAX: 707-644-2443</p>
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EAST 6TH STREET (80' WIDE)

N 29°55'59" E 680.94' TOTAL
340.48' 340.46'



LEGEND

- BOUNDARY
- CENTER LINE
- OLD LOT LINE
- NEW LOT LINE
- FD. RAILROAD SPIKE & PUNCH
- OLD DIMENSION

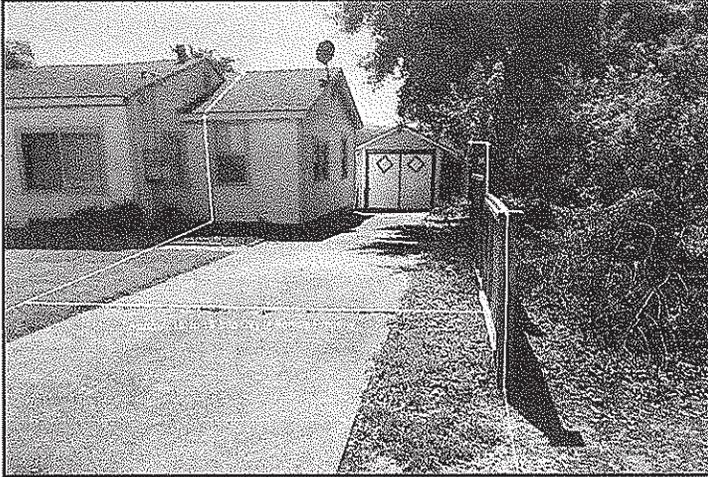


LOT LINE ADJUSTMENT
 APN 89-074-040 & 89-074-030
 648/650 EAST "I" STREET
 BENICIA, SOLANO COUNTY, CALIFORNIA
 SCALE: 1" = 20' JUNE 2011

REGISTERED PROFESSIONAL ENGINEERING
 MARVIN L. KINNEY
 No. 19893
 Exp. 9/30/13
 CIVIL ENGINEERING
 600 MARIN STREET, #5
 VALLEJO, CA 94590
 PHONE: 707-648-8818
 FAX: 707-644-2443

Subject Photo Page

Borrower/Client	SNYDER						
Property Address	648 E I ST						
City	BENICIA	County	SOLANO	State	CA	Zip Code	94510-3506
Lender	SNYDER						



Subject Front

648 E I ST
Sales Price 0
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location AVERAGE
View 2,317
Site
Quality
Age

Subject Rear

Subject Street

AGENDA ITEM
CITY COUNCIL MEETING DATE - DECEMBER 6, 2011
CONSENT CALENDAR

DATE : November 14, 2011

TO : City Manager

FROM : Public Works and Community Development Director

SUBJECT : **PARTICIPATION IN MORTGAGE CREDIT CERTIFICATE PROGRAM**

RECOMMENDATION:

Adopt a resolution authorizing participation in the Solano County Mortgage Credit Certificate (MCC) Program and approval of a Cooperative Agreement with Solano County.

EXECUTIVE SUMMARY:

The Solano County MCC Program currently assists first time homebuyers with the purchase of existing or new homes in the cities of Fairfield, Dixon, Rio Vista, Suisun City and the unincorporated County. The City of Vallejo is in the process of being added to the program. Benicia and Vacaville have been asked to join. The MCC Program provides a tax credit that helps first-time homebuyers qualify for and pay their mortgages.

BUDGET INFORMATION:

There is no cost associated with participation in the program. City staff involvement would be minimal.

GENERAL PLAN:

Participation in the MCC Program supports multiple goals of the City's Housing Element, which is a State-mandated component of the General Plan.

STRATEGIC PLAN:

Strategic Issue 5: Maintain and Enhance a High Quality of Life

- Strategy 5: Provide support to disadvantaged segments of the community.

BACKGROUND:

Staff recently received an invitation from the City of Fairfield to join the MCC program it administers countywide. Currently, homes in Fairfield, Dixon, Rio Vista, Suisun City and unincorporated areas of Solano County are eligible. The City of Vallejo is in the process of being added to this program and the cities of Benicia and Vacaville have been asked to join.

Under this program, the City of Fairfield applies to the California Debt Limit Allocation Committee (CDLAC) for a Mortgage Credit Certificate allocation. They then issue MCC's to low and moderate-income first time homebuyers purchasing homes in an eligible area. The homebuyer can then take an annual income tax credit equal to 15% of the mortgage interest on their federal income tax return (see attached summary).

For qualified buyers, the MCC operates as an IRS tax credit. The MCC tax credit reduces the federal income tax of borrowers purchasing qualified homes. In effect, the MCC increases the buyers' disposable income, thus allowing buyers to qualify for higher mortgage loans. The tax credit is equal to 15% of the annual interest paid on the loan.

Attachments:

- MCC Information Summary
- Proposed Resolution
- Cooperative Agreement between the County of Solano and the City of Benicia

What is an MCC?:

MCC, or “Mortgage Credit Certificate”, is a Federal Program to assist First-time Home-buyers in purchasing a home.

The program allows Home-owner to take a tax credit of 15% of their annual mortgage interest

- ❖ “Tax credit” is a dollar-for-dollar tax savings
- ❖ Home-owners adjust their federal withholding to reflect the value of the MCC
- ❖ Value of MCC must be considered by lender during loan qualifying
- ❖ Home-owners receive the standard tax deduction for the remaining 85% of mortgage interest
- ❖ “Tax deduction” is only a percentage savings, while Tax Credit is a dollar for dollar.

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY OF BENICIA AUTHORIZING PARTICIPATION IN THE SOLANO COUNTY MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM AND APPROVAL OF A COOPERATIVE AGREEMENT WITH SOLANO COUNTY

WHEREAS, Section 612 of the Tax Reform Act of 1984 established the Mortgage Credit Certificate Program (MCC Program) as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, Solano County has an MCC Program pursuant to the California Health and Safety Code Section 50172 et seq. in order to assist individual home purchasers in the County to afford both new and existing homes; and

WHEREAS, the City of Benicia and Solano County wish to cooperate with one another for the purposes of the MCC Program; and

WHEREAS, pursuant to California Health and Safety Code Section 34209, the County is authorized to operate an MCC Program within the jurisdiction of the City under a written agreement between the County and the City and has the capacity to issue bonds and to operate an MCC Program and the City desires that the MCC Program be applicable to eligible real property in the City; and

WHEREAS, the City of Benicia permits the City of Fairfield to administer a countywide MCC Program on behalf of the County in the City of Benicia.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Benicia authorizes participation in the Solano County Mortgage Credit (MCC) Program.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the Cooperative Agreement with Solano County, subject to review and approval of the City Attorney.

* * * * *

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council on the 6th day of December, 2011.

Ayes:
Noes:
Absent:
Abstain:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Cooperative Agreement between the County of Solano and the City of Benicia

This **COOPERATIVE AGREEMENT** (the "Cooperative Agreement") is made on _____, 2011, between the County of Solano (the "County"), and the City of Benicia (the "City").

RECITALS:

WHEREAS, Section 612 of the Tax Reform Act of 1984 (Public Law 98-369) established the Mortgage Credit Certificate Program (the "MCC Program") as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, the County has an MCC Program pursuant to the California Health and Safety Code section 50172 et seq. in order to assist individual home purchasers in the County to afford both new and existing homes within the statutory limits as provided for in the Act; and

WHEREAS, the City and the County wish to cooperate with one another for the purposes of the MCC Program; and

WHEREAS, pursuant to California Health and Safety Code section 34209, the County is authorized to operate an MCC Program within the jurisdiction of the City under a written agreement between the County and the City and has the capacity to issue bonds and to operate an MCC Program and the City desires that the MCC Program be applicable to eligible real property in the City; and

WHEREAS, the City shall permit the City of Fairfield to administer a countywide MCC Program on behalf of the County in the City of Benicia.

THEREFORE, in consideration of the mutual covenants provided for in this Cooperative Agreement, the parties agree:

SECTION 1. The words and phrases of this Cooperative Agreement shall, for all purposes have the meanings assigned to such words and phrases in California Health and Safety Code sections 50172 and 50175.

SECTION 2. The City shall allow the City of Fairfield to staff a program for the effective administration of an MCC Program within the geographical boundaries of the City, as well as the unincorporated areas of the County and any other jurisdiction within the County with whom the County has executed an MCC cooperative agreement.

SECTION 3. Nothing in this Cooperative Agreement shall prevent the County from entering into one or more similar agreements with other municipal corporations within the County, if deemed necessary and advisable to do so by the County, so long as such other agreements are not inconsistent with this agreement.

SECTION 4. This Cooperative Agreement may be amended by one or more supplemental agreements executed by the County and the City at any time as long as the amendments comply with State and Federal MCC Program regulations.

SECTION 5. This Cooperative Agreement may be terminated by either party upon 90 days written notice delivered to the other party. The term of this Cooperative Agreement shall extend until such termination by written notice or until the mortgage credit certificates are fully

retired, or shall terminate should an allocation not be received from the California Debt Limit Allocation Committee.

SECTION 6. The City agrees to undertake such further proceedings or actions as may be necessary to carry out the terms and intent of this agreement as expressed in the Recitals; provided, however, that nothing shall require the County to appropriate any funds to the City for program administration or application fees as provided under this Cooperative Agreement.

SECTION 7. Nothing contained in this Cooperative Agreement shall be interpreted to impose a relationship of partners or joint ventures between the City and the County.

COUNTY OF SOLANO

CITY OF BENICIA

By: _____

By: _____

Brad Kilger

Its: _____

Its: City Manager

AGENDA ITEM
CITY COUNCIL MEETING DATE - DECEMBER 6, 2011
CONSENT CALENDAR

DATE : November 18, 2011

TO : City Manager

FROM : Public Works and Community Development Director

SUBJECT : **APPROVAL OF CONSULTANT AGREEMENT FOR THE WATER TREATMENT PLANT INFLUENT IMPROVEMENT PROJECT**

RECOMMENDATION:

Adopt a resolution approving a consultant agreement for engineering design and bidding services for the Water Treatment Plant Influent Improvement Project with Stantec Consulting Services, Inc. for a not-to-exceed cost of \$74,000, and authorizing the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY:

This project will make three improvements to the Water Treatment Plant Influent System including installing an influent flow meter; installing a flow control valve; and rehabilitating and improving the chemical mixing in the flash mix room. Sufficient funds are budgeted and available in the Water Fund to cover the cost. The expertise and staffing resources required for these services does not exist in-house.

BUDGET INFORMATION:

The not-to-exceed cost of \$74,000 will be split between 045-8045-9896 (Water Capital Connection Projects – System Capacity Improvements) and 596-8259-9960 (Water Major Capital Projects – System Replacement). This project is budgeted and is in the 2011-16 Capital Improvement Program. Sufficient funds are available in the Water Fund to cover the cost.

Is this a request for outside consultant? Yes No

If yes, indicate which of the following categories applies:

"Category 1" – When there is a special need (usually temporary) that goes beyond the scope and expertise of existing staff.

"Category 2" – When there is a vacant staff position and that position is needed to be filled on an interim basis.

_____ “Category 3” – When the services of the outside consultant are paid for by a vendor, or applicant and is generally a pass through expense for the City.

_____ “Category 4” – Other

This consultant contract is a “Category 1.” The amount of time and types of expertise required for this effort are beyond City staff’s capability to provide.

GENERAL PLAN:

Relevant General Plan Goals:

- ❑ Goal 2.28: Improve and maintain public facilities and services.
- ❑ Goal 2.36: Ensure an adequate water supply for current and future residents and businesses.

STRATEGIC PLAN:

Relevant Strategic Plan Issue and Strategy:

- ❑ Strategic Issue #1: Protecting Community Health and Safety
 - Strategy #5: Promote community and personal health

BACKGROUND:

Untreated water from the City’s supply sources is conveyed to the City’s Water Treatment Plant (WTP) for treatment. The Plant Influent System is comprised of the untreated water piping entering the WTP and proceeding to the pretreatment facilities, and the Flash Mix Room. Three improvements are needed to the Plant Influent System as described below.

1. Installation of a flow meter that can measure the total flow of the water entering the WTP.
2. Installation of a flow control valve and actuator that can effectively modulate the plant influent flow in order to maintain a prescribed applied water level within the WTP.
3. Rehabilitation and improvement of the chemical mixing in the Flash Mix Room (involves a repair in the pre-flash mix piping, the installation of a redundant alum injection system, and installation of an access hatch over the existing flash mixer).

These improvements are necessary for optimum operation and maintenance of the Plant Influent System. Items 1 & 2 above will be connected to the WTP’s Supervisory Control and Data Acquisition (SCADA) system, which allows City staff to monitor and control the equipment.

Stantec Consulting Services, Inc. of Rocklin, California, has submitted a proposal to undertake this work, which includes engineering design and bid period services for the three improvements described above. Stantec was selected as the on-call engineer for water and wastewater projects in September 2010 after a thorough Request For Proposal (RFP) and interview process. There are no known firms in Benicia that provide this type of service.

It is, therefore, recommended that Council approve a consultant agreement for engineering design and bidding services for the Water Treatment Plant Influent Improvements Project with Stantec Consulting Services, Inc. for a not-to-exceed cost of \$74,000.

Attachments:

- Proposed Resolution
- Consultant Agreement

RESOLUTION NO. 11 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A CONSULTANT AGREEMENT FOR ENGINEERING DESIGN AND BIDDING SERVICES FOR THE WATER TREATMENT PLANT INFLUENT IMPROVEMENT PROJECT WITH STANTEC CONSULTING SERVICES, INC. FOR A NOT-TO-EXCEED COST OF \$74,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, improvements are necessary for optimum operation and maintenance of the Water Treatment Plant Influent System; and

WHEREAS, City staff does not have the expertise to perform this work in-house; and

WHEREAS, Stantec Consulting Services, Inc. submitted a proposal to undertake the engineering design and bidding services for this project; and

WHEREAS, Stantec Consulting Services, Inc. of Rocklin, CA, was selected as the on-call engineer for water and wastewater projects in September 2010 after a thorough Request For Proposal (RFP) and interview process.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves a consultant agreement for engineering design and bidding services for the Water Treatment Plant Influent Improvement Project with Stantec Consulting Services, Inc. for a not-to-exceed cost of \$74,000 [which will be split between 045-8045-9896 (Water Capital Connection Projects – System Capacity Improvements) and 596-8259-9960 (Water Major Capital Projects – System Replacement)], and authorizes the City Manager to sign the agreement on behalf of the City, subject to approval by the City Attorney.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of December, 2011 and adopted by the following vote:

Ayes:
Noes:
Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

CONSULTANT AGREEMENT

This agreement ("Agreement") entered into _____, 20__, is between the City of Benicia, a municipal corporation (hereinafter "CITY"), and Stantec Consulting Services, Inc. a New York Corporation with its primary office located at 3875 Atherton Road, Rocklin, CA 95765 (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

WHEREAS, CITY has determined it is necessary and desirable to secure certain professional services for engineering assistance for the Water Treatment Plant Influent Improvements Project. The scope of work for said service (hereinafter "Project") is attached hereto as Exhibit "A" and is hereby incorporated by reference; and

WHEREAS, CONSULTANT is specially trained, experienced and competent to perform the services required by this agreement; and

WHEREAS, CONSULTANT represents it is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED by and between CITY and CONSULTANT as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. SCOPE OF SERVICE.

(a) Services to be Furnished. Subject to such policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the Scope of Work labeled Exhibit A, which is attached hereto and incorporated herein by reference.

(b) Schedule for Performance. CONSULTANT shall perform the services identified in Exhibit A according to the completion schedule included in Exhibit A and as expeditiously as is consistent with generally accepted standards of professional skill and care, and the orderly progress of work.

(i) CONSULTANT and CITY agree that the completion schedule in Exhibit A represents the best estimate of the schedule.

(ii) CONSULTANT shall not be responsible for performance delays caused by others, or delays beyond CONSULTANT'S control, and such delays shall extend the times for performance of the work by CONSULTANT.

(c) Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise. CONSULTANT shall function as a technical advisor to CITY, and all of CONSULTANT'S activities under this Agreement shall be performed to the full satisfaction and approval of the City's project manager.

(d) Compliance With Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. CONSULTANT shall maintain a City of Benicia business license. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by CITY. CITY is not responsible or liable for CONSULTANT'S failure to comply with any or all of the requirements contained in this paragraph.

3. COMPENSATION.

(a) Schedule of Payment. The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder shall be on a time and materials basis based upon the rate schedule in Exhibit B attached hereto and hereby incorporated by reference. The rate schedule in Exhibit B itemizes those standard and expected expenses for which CONSULTANT shall receive compensation. If CONSULTANT obtains CITY'S prior written approval from Assistant Director of Public Works, CONSULTANT may be reimbursed for extraordinary costs incurred on the Project.

(b) Additional Services. CITY shall make no payment to CONSULTANT for any additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

(i) Only the Public Works & Community Development Director can act on behalf of CITY to authorize CONSULTANT to perform additional services.

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(ii) CONSULTANT shall not commence any work or services exceeding the Scope of Services in Section 2 without prior written authorization from CITY in accordance with Section 7. CONSULTANT'S failure to obtain a formal amendment to this Agreement authorizing additional services shall constitute a waiver of any and all right to compensation for such work or services.

(iii) If CONSULTANT believes that any work CITY has directed CONSULTANT to perform is beyond the scope of this Agreement and constitutes additional services, CONSULTANT shall promptly notify CITY of this fact before commencing the work. CITY shall make a determination as to whether such work is beyond the scope of this Agreement and constitutes additional services. If CITY finds that such work does constitute additional services, CITY and CONSULTANT shall execute a formal amendment to this Agreement, in accordance with Section 7, authorizing the additional services and stating the amount of any additional compensation to be paid.

(c) Invoicing and Payment. CONSULTANT shall submit monthly invoices for the services performed under this Agreement during the preceding period. Invoices or billings must be submitted and must indicate the hours actually worked by each classification and employee name, as well as all other directly related costs by line item in accordance with Exhibit B. CITY shall approve or disapprove said invoice or billing within thirty (30) days following receipt thereof and shall pay all approved invoices and billings within thirty (30) days. Interest at the rate of one and one-half (1.5) percent per month will be charged on all past due amounts starting thirty (30) days after the invoice date, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Payments will be credited first to interest, and then to principal.

4. PRODUCT REVIEW AND COMMENT. CONSULTANT shall provide CITY with at least two (2) copies of each product described in Exhibit A. Upon the completion of each product, CONSULTANT shall be available to meet with CITY. If additional review and/or revision is required by CITY, CITY shall conduct reviews in a timely manner.

5. TERM OF AGREEMENT. This Agreement shall be effective immediately upon the signatures of both Parties and shall remain in effect until completed, amended pursuant to Section 7, or terminated pursuant to Section 6.

6. TERMINATION:

(a) CITY shall have the right to terminate this Agreement for any reason whatsoever at any time by serving upon CONSULTANT written notice of termination. The Agreement shall terminate three (3) business days after notice of termination is given. The notice shall be deemed given on the date it is deposited in the U.S. mail, certified, postage prepaid, addressed to CONSULTANT at the address indicated in Section 11.

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(b) If CITY issues a notice of termination,

(i) CONSULTANT shall immediately cease rendering services pursuant to this Agreement;

(ii) CONSULTANT shall deliver to CITY copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. For purposes of this Agreement, the term "writings" shall include, but not be limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof;

(iii) CITY shall pay CONSULTANT for work actually performed up to the effective date of the notice of termination, subject to the limitations prescribed by Section 3 of this Agreement, less any compensation to CITY for damages suffered as a result of CONSULTANT'S failure to comply with the terms of this Agreement. Such payment shall be in accordance with Exhibit B. However, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT'S services, which are of benefit to CITY.

7. AMENDMENTS. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both Parties.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. CONSULTANT shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY. The use and disclosure of the confidential information shall not apply to information which (a) was known to the CONSULTANT before receipt hereof the CITY; or (b) becomes publicly known other than through the CONSULTANT; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order."

9. INSPECTION. CITY representatives shall, with reasonable notice, have access to the work and work records, including time records, for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement. Inspections by CITY do not in any way relieve or minimize the responsibility of CONSULTANT to comply with this Agreement and all applicable laws.

10. INDEPENDENT CONTRACTOR. In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, shall have no power

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not engage the services of any person(s) now employed by CITY without CITY's prior express written consent.

(b) Assignment. CONSULTANT shall not assign, delegate, or transfer its duties, responsibilities, or interests in this Agreement without the prior express written consent of CITY. Any attempted assignment without such approval shall be void and, at CITY's option, shall terminate this Agreement and any license or privilege granted herein.

(c) Subcontracting. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior express written consent of CITY. If CITY consents to CONSULTANT'S hiring of subcontractors, CONSULTANT shall provide to CITY copies of each and every subcontract prior to its execution. All subcontractors are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

14. BINDING AGREEMENT. This Agreement shall bind the successors in interest, legal representatives, and permitted assigns of CITY and CONSULTANT in the same manner as if they were expressly named herein.

15. WAIVER.

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

16. NONDISCRIMINATION.

(a) Consultant shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated.

(b) Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT'S employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other

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prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

17. INDEMNITY. CONSULTANT shall, to the fullest extent permitted by law, hold harmless, defend (with counsel approved by the City) and indemnify City and its officers, officials, employees and volunteers from and against all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and reasonable attorney's fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant and its employees, agents and subconsultants, except where caused by the sole negligence or willful misconduct of the City. The provisions of this section survive completion of the services or the termination of this Agreement. The provisions of this section are limited by the provisions of Section 18 relating to insurance.

18. INSURANCE.

(a) Required Coverage. CONSULTANT, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage. This coverage shall insure not only CONSULTANT, but also, with the exception of workers' compensation and employer's liability insurance, shall name as additional insureds CITY, its officers, agents, employees, and volunteers, and each of them:

<u>Policy</u>	<u>Minimum Limits of Coverage</u>
(i) Workers' Compensation	Statutory
(ii) Comprehensive Automobile Insurance Services Office, form #CA 0001 (Ed 1/87 covering auto liability code 1 (any auto))	Bodily Injury/Property Damage \$1,000,000 each accident
(iii) General Liability Insurance Services Office Commercial General Liability coverage on an occurrence basis (occurrence form CG 0001)	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Project/location, the general aggregate limit shall be twice the required occurrence limit
(iv) Errors and Omissions/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession.	Generally \$1,000,000 per claim

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(b) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY.

(c) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to this Project, the CONSULTANT'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it;

(ii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers;

(iii) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(iv) Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after giving CITY 30 days' prior written notice by certified mail, return receipt requested.

(d) Acceptability of Insurers. CONSULTANT shall place insurance with insurers with a current A.M. Best's rating of no less than [A:VII] unless CONSULTANT requests and obtains CITY'S express written consent to the contrary.

(e) Verification of Coverage. CONSULTANT must provide complete, certified copies of all required insurance policies, including original endorsements affecting the coverage required by these specifications. The endorsements are to be signed by a person authorized by CONSULTANT'S insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences.

19. WORKERS' COMPENSATION.

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

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(b) Waiver of Subrogation. CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

20. FINANCIAL RECORDS. CONSULTANT shall retain all financial records, including but not limited to documents, reports, books, and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CITY or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

21. CONFLICT OF INTEREST. CONSULTANT shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CITY'S interest. During the term of this Agreement, CONSULTANT shall not accept any employment or engage in any consulting work, which creates a conflict of interest with CITY, or in any way compromises the services to be performed under this Agreement. CONSULTANT shall immediately notify CITY of any and all violations of this Section upon becoming aware of such violation.

22. TIME OF THE ESSENCE. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Section 2 and in accordance with the schedule in Exhibit A.

23. SEVERABILITY. If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

24. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Solano County.

25. COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees. In any action seeking recovery of monetary damages, the plaintiff shall not be considered to be the prevailing party unless it recovers at least 66% of the dollar amount requested in the complaint's prayer for relief.

26. INTEGRATION. This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 7.

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Executed by CITY and CONSULTANT on the date shown next to their respective signatures.
The effective date of this Agreement shall be the date of execution by the CITY as shown below.

**STANTEC CONSULTING
SERVICES, INC.**

CITY OF BENICIA

BY: 
Steven L. Beck, P.E.
Principal

BY: _____
Brad Kilger
City Manager

DATED: 11-16-11

DATED: _____

APPROVED AS TO FORM

City Attorney

9/24/10

Exhibit A – Scope of Services

<i>Client:</i>	City of Benicia
<i>Project Title:</i>	City of Benicia Water Treatment Plant – Influent Improvements Project
<i>Project Description:</i>	Provide Improvements to the Water Treatment Plant to provide influent flow control and to rehabilitate and improve the chemical mixing in the flash mix room

PROJECT BACKGROUND

There are known deficiencies in the operation and maintenance of the influent side of the Benicia Water Treatment Plant. The City lacks a flow meter that can measure total flow of water entering the diversion structure, the City lacks a true flow control valve that can effectively modulate the plant influent flow in order to maintain a prescribed applied water level within the WTP, and there are problems occurring in the pre-treatment system that involve chemical injection, flash mix, leaks, and maintenance obstacles.

DESCRIPTION OF PROJECT

The Project can be broken down into three distinct, but inter-related improvements:

PART I – INFLUENT FLOW METER

1. Install an insertion probe magnetic flow meter into the upstream 36" Raw Water Transmission Line (RWTL).
2. Construct a meter vault with hatch to allow access and calibration of the magmeter.
3. Connect flow meter signal to the PLC and SCADA
4. Recommended Product – McCrometer or ABB

PART II – FLOW CONTROL VALVE

1. Install a flow control valve with a PLC-controlled valve actuator on the 42" influent pipeline, downstream of the raw water slide gate. Determine the proper size valve and reduction piping for a nominal hydraulic flow of 16 MGD.

2. Construct a valve vault with hatch to allow access and maintenance of the flow control valve.
3. Connect the valve actuator to the PLC and SCADA and program to adjust the flow control valve to maintain an applied water channel range of 18" between a low point and high point.
4. Recommended Valve – DeZurik PEF 100% Port/Eccentric Plug Valve or ball valve.
5. Recommend Actuator – AUMA or EIM

PART III – FLASH MIX ROOM

1. Repair or replace the pre-flash mix pipe spool between the differential pressure venturi flow tube and the flash mix vault.
2. Re-design the chemical feed system to safely and efficiently inject the following chemicals:
 - a. Liquid aluminum sulfate (Water Champ Chemical Induction System)
 - b. Pre-chlorine gas (design a more secure system)
 - c. Polyaluminum chloride (maintain dual injection system)
 - d. Cationic polymer (Repair diffuser within flash mix vault)
 - e. Future – chlorine dioxide (future conversion to this pre-oxidant)
3. Install a floor sump, liquid detector, and sump pump with fixed piping, connected through the PLC and SCADA to alert an operator of a flooded room condition.
4. Install an access hatch over the existing flash mixer motor/gearbox to allow extraction of equipment for maintenance repairs.

DETAILED SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

Task includes preparation of monthly invoices and progress reports, coordination with the City, and conducting kickoff and progress meetings.

TASK 1.1: PROJECT INVOICING AND STATUS REPORTS

Objective: The purpose of this task is to keep the City informed on the progress of the work performed.

Approach: Under this sub-task, the following will be completed for this project:

- Preparation of monthly progress reports and invoices
- Preparation of Project Schedule update
- Update decision log

TASK 1.2: KICKOFF AND PROGRESS MEETINGS

Objective: The purpose of this task is to conduct meetings to kickoff the project and to provide review of basis of design memo and the 90% design submittal

Approach: Under this sub-task, the following will be completed for this project:

- Attending one kickoff and two progress meetings
- Preparation of meeting minutes
- Prepare decision log

Deliverables: Meeting Agenda and Meeting Minutes

TASK 2: PREPARE INFLUENT IMPROVEMENTS PROJECT DESIGN PLANS, SPECIFICATIONS, AND PROBABLE COST

Design plans, specifications, contract documents, and an opinion of probable construction cost will be prepared for the City's use in bidding the Influent Improvements project.

TASK 2.1 TO 2.4: PREPARE DRAFT AND FINAL PLANS SPECIFICATIONS AND OPINION OF PROBABLE COST

Objective: The purpose of this task is to prepare design documents for bidding the Water Treatment Plant Influent Improvements Project

Approach: Following review of existing documents and site reconnaissance, Stantec will prepare 90% and final plans, specifications, and an opinion of probable construction cost as follows:

- A basis of design memo will be prepared with a description of the influent improvements. Basis of design memo will also include evaluation and final recommendation of the following elements:
 - chemical mixing alternatives
 - the extent of repair or replacement of the pre-flash mix pipe spool,
 - flow control valve evaluation (plug valve, ball valve, other)
- 90% level completion draft plans, specifications, and updated opinion of probable construction cost will be prepared based on the basis of design memo for City review. City provided standard documents will be used where appropriate, and will be supplied to Stantec in Microsoft Word format for this use. Design drawings will be prepared in AutoCAD 2010 format. 90% level completion draft documents will include:
 - Bidding documents,

- City standard construction contract documents and General Provisions,
 - Technical Specifications,
 - Drawings and details, and
 - Opinion of probable construction cost
- 100% level completion draft plans, specifications, and updated opinion of probable construction cost will be prepared based on the basis of design memo for City review. City provided standard documents will be used where appropriate, and will be supplied to Stantec in Microsoft Word format for this use. Design drawings will be prepared in AutoCAD 2010 format. 100% level completion draft documents will include:
 - Bidding documents,
 - City standard construction contract documents and General Provisions,
 - Technical Specifications,
 - Drawings and details, and
 - Opinion of probable construction cost
 - Stantec will meet with the City to review comments on the basis of design and 90% plans and specifications documents.
 - Draft documents will be revised to incorporate the City's comments and delivered in final form for bidding.

Deliverables:

1. Five hard copies and an electronic version in Portable Document Format™ (PDF) of the Basis of Design Memo,
2. Five hard copies and electronic version in PDF of the 90% design draft documents submitted for review and comment,
3. Five hard copies and electronic version in PDF of the 100% design final documents for bidding,

TASK 3: BIDDING SERVICES

Design plans, specifications, contract documents, and an opinion of probable construction cost will be prepared for the City's use in bidding the Influent Improvements project.

TASK 3.1: ASSISTANCE DURING BIDDING

Objective: This task is to assist the City in bidding the project according to public contract code requirements and City policies and procedures.

Approach: Stantec will assist the City in bidding the project in accordance with City and State bidding requirements including:

- Submittal of contract documents to PlanWell® through Brownies or other reproduction house. Planholders list will be maintained in the PlanWell® system and e-mailed by Stantec once per week to the City.
- The City will provide public notice according to state requirements.
- Contract documents will be printed and distributed to up to three local Builder's Exchanges. Stantec will include the printing costs and distribution costs for these under this task item.
- Stantec will respond to questions from bidders.
- A written log will be kept to document the questions and responses received during the bid period.
- Stantec will conduct a pre-bid meeting and job site tour with the contractors and vendors to explain the project and requirements for bidding.
- Stantec will attend the Bid Opening, evaluate the bid results, and provide a recommendation to the City regarding award of the construction contract.

Deliverables:

1. Project advertisement and document availability on PlanWell®.
2. Three hard-copy plan sets delivered to local builders exchanges.
3. Log of questions and responses during bidding.
4. Bid evaluation and recommendation letter.

TASK 3.2: PREPARE ADDENDA

Objective: This task is to provide clarifications or minor modifications to the contract documents based on questions from bidders or City requested changes in schedule.

Approach: Stantec will prepare addenda, as required to change or clarify the project, and arrange for mailing copies of the addenda to all persons on the distribution list. The budget for this task is based on preparing one limited addenda to clarify the contract documents based on questions from bidders or changes requested by the City.

Deliverables:

1. One addendum clarifying project requirements and/or addressing City requested modification to bidding schedule. Addendum will be distributed through PlanWell® and/or faxed directly to listed plan holders.

TASK 3.3 ENVIRONMENTAL AND PERMITTING

Objective: This task is to provide limited environmental permitting assistance as necessary for compliance with the California Environmental Quality Act (CEQA).

Approach: This task is based on conducting the below analysis and preparing a notice of exemption assuming the project is categorically exempt. If additional permitting and environmental investigations are required, Stantec can provide these services under additional authorization.

- Stantec environmental permitting staff will review the project and develop a brief project description based on draft plans and specifications.
- Utilizing these design documents and publicly available databases and aerial photography, a California Environmental Quality Act (CEQA) categorical exemption analysis will be completed and presented to the City.
- If the analysis and project review confirms that this project is categorically exempt (Class 2), a notice of determination will be completed for the City's recording.

Deliverables:

1. Project description.
2. Categorical exemption analysis memorandum, five hard copies and one electronic version in PDF.
3. Notice of determination for City signature and recording.

City of Benicia
Water Treatment Plant Influent Improvements Project Schedule

Task	2011												2012												
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project Management																									
1.1 Project Invoicing and Status Reports																									
1.2 Meetings																									
Design Phase																									
2.1 Prepare Basis of Design Report																									
2.2 Prepare 90% Plans and Technical Specifications																									
2.3 Prepare Final Plans and Technical Specification																									
Bidding Services																									
3.1 Bidding Assistance																									
3.2 Prepare Addenda																									
3.3 Environmental and Permitting																									
City Awards Project																									
Construction Period																									

EXHIBIT B
 City of Benicia
 Water Treatment Plant Influent Improvements Project
 Design Services Staffing and Fee Estimate

Task	Staff Hours at Indicated Rate										Cost, \$			
	Gerry Labudde	Michael Harrison	Conan Monson	Matt Boring	Kim Smith	Randy Riley	Andy Barros	Heather Kearns	Ann Tolman	Labor	Subconsultants ⁽³⁾	Expenses ⁽¹⁾	Total	
Rate \$/hr	\$175	\$147	\$130	\$122	\$112	\$112	\$107	\$96	\$85					
Project Management														
1.1 Project Invoicing and Status Reports	1	6								\$1,057	\$0	\$0	\$1,057	
1.2 Kickoff and Progress Meetings ⁽²⁾	18	24	18	8					4	\$10,254	\$0	\$240	\$10,494	
Subtotal	19	30	18	8			0	0	4	\$11,311	\$0	\$240	\$11,551	
Design Phase														
2.1 Prepare Basis of Design Report	4	8	24	4					4	\$5,744	\$0	\$100	\$5,844	
2.2 Prepare 90% Plans and Technical Specifications	1	14	52	32		26	86	29	14	\$28,884	\$3,168	\$2,920	\$34,972	
2.3 Prepare Final Plans and Technical Specification	0	3	6	4		3	10	3	2	\$3,412	\$0	\$1,036	\$4,447	
2.4 Prepare Estimate of Probable Construction Costs	2	4	8	2						\$2,222	\$0	\$0	\$2,222	
Subtotal	8	29	90	42		29	96	32	20	\$40,262	\$3,168	\$4,055	\$47,485	
Bidding Services														
3.1 Bidding Assistance	1	24	24	8			4	0	4	\$8,531	\$528	\$860	\$9,919	
3.2 Prepare Addenda	0	3	6	4		3	10	3	2	\$3,412	\$0	\$0	\$3,412	
3.3 Environmental and Permitting					16					\$1,792	\$0	\$100	\$1,892	
Subtotal	2	27	30	12		3	14	3	6	\$13,735	\$528	\$960	\$15,223	
BASE TOTAL (all notes)	28	86	138	62		32	110	35	30	\$85,308	\$3,696	\$5,255	\$74,000	

Notes:
 1 Expenses include mileage, reproduction and computer hours for drafting
 2 Assumes 3 project meetings
 3 Subconsultants include VE solutions for structural design