

**CITY OF UKIAH
UKIAH CITY COUNCIL
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482**

**November 8, 2016
5:30 p.m.**

JOINT MEETING WITH THE UKIAH VALLEY SANITATION DISTRICT

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC EXPRESSION OF NON-AGENDIZED ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

4. NEW BUSINESS

- a. Discuss and Consider a Possible Award of Contract to Western Water Constructors, Inc. in the Amount of \$185,000 for the Installation of the Barscreen at the Waste Water Treatment Plant, Specification No. 16-09 and Approval of Corresponding Budget Amendment in the Same Amount.

5. ADJOURNMENT

Please be advised that the City needs to be notified 24 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 24 hours prior to the meeting set forth on this agenda.

Dated this 4th day of November, 2016.
Kristine Lawler, City Clerk



ITEM NO.: 4a

MEETING DATE: November 8, 2016

AGENDA SUMMARY REPORT

Revised 11/7/16 (date was corrected)

SUBJECT: DISCUSS AND CONSIDER A POSSIBLE AWARD OF CONTRACT TO WESTERN WATER CONSTRUCTORS, INC. IN THE AMOUNT OF \$185,000 FOR THE INSTALLATION OF THE BARSCREEN AT THE WASTE WATER TREATMENT PLANT, SPECIFICATION NO. 16-09 AND APPROVAL OF CORRESPONDING BUDGET AMENDMENT IN THE SAME AMOUNT.

Summary: The Ukiah City Council and the Ukiah Valley Sanitation District Board of Directors will hold a joint meeting to discuss and consider a possible award of contract to Western Water Constructors, Inc. for the installation of a barscreen at the Waste Water Treatment Plant (WWTP).

Background: Historically, there have been significant issues at the Influent Pump Station (IPS) with items such as large rags, towels, and bed sheets causing damage to the influent pumps. Pump repairs have been costly, in the range of \$50,000 per incident. Although there hasn't been a pump damaged since 2013 primarily due to point source mitigation efforts associated with the County's jail facility and routine operational changes, staff continues to feel compelled to eliminate the threat of reoccurring damage and cost caused by non-dispersible material entering the system from all points. City Council approved the purchase of the barscreen in June of 2013 (Attachment #1). The item was also forwarded to the District at that time for mutual consideration.

The record demonstrates an ongoing effort by the City to engage the District in resolving the damage to the pumps and attempts by the City to seek the District's consideration of the barscreen purchase. On September 3, 2014, the City Council received a status update on those efforts and authorized staff to move forward with the purchase directly from the City's Sewer Capital Fund (Attachment #2). The barscreen was ordered in October 2014 utilizing only City funds given the District had not yet authorized the purchase. The Ukiah Valley Sanitation District Board subsequently approved the purchase in February of 2015. It was only following the District's approval, the charges were reversed to the joint operating fund.

Discussion: City staff worked with the Purchasing Department and procured the barscreen from Aqualitec. The barscreen was ordered in October 2014 and was delivered to the WWTP in February of 2016.

Continued on Page 2

RECOMMENDED ACTION(S): Discuss and consider award of contract to Western Water Constructors, Inc. in the amount of \$185,000 for the installation of the barscreen at the Wastewater Treatment Plant, Specification No. 16-09 and approval of corresponding budget amendment in the same amount.

ALTERNATIVES: Do not award bid and direct staff to re-bid in the spring of 2017.

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager.
Prepared by: Sean White, Water and Sewer Director and Jarod Thiele, Public Works Management Analyst.
Coordinated with: Tim Eriksen, Public Works Director/City Engineer and Mary Horger, Procurement Manager.
Presenters: Tim Eriksen, Public Works Director /City Engineer and Jarod Thiele, Public Works Management Analyst.
Attachment: 1. June 5, 2013 City Council Agenda Summary Report
2. September 3, 2014 City Council Agenda Summary Report/Minutes
3. Bid Tabulation

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: _____
Sage Sangiacomo, City Manager

In order to ensure that the barscreen is installed to manufacturer specifications, the City contracted with Diana Steele, the former City Engineer, to prepare specifications, <https://cityofukiah.box.com/v/Spec16-09BarscreenInstall> and released them for bid on September 18, 2016. Two primary contractors and two subcontractors attended the mandatory pre-bid meeting, only one bid was received by the October 6, 2016 deadline. Please see Attachment #3 to view the Bid Tabulation. As part of the development of the specifications, City staff considered the method of installation. It is now anticipated that only extremely high winter flows at the WWTP would impact the installation process.

City's Staff initial research which included inquiry with the construction trades indicated an installation cost of \$75,000 to \$100,000. Subsequently, the engineer's estimate prepared by Ms. Steele during the development of the installation specifications was reported at \$59,000. The single low bid from Western Water Constructors, Inc. is significantly more than anticipated. It is likely that re-bidding this installation project in the Spring of 2017 would attract more bidders and better pricing. However, there is no certainty if the cost will increase or decrease over the current bid. The regional construction industry is currently impacted by high demand and a limited number of contractors. It is unknown if the current bidding environment will persist. Should this contract be awarded to Western Water Constructors, Inc., a corresponding budget amendment in the amount of the contract award would need to be approved from Wastewater Fund 840 fund balance.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$0*	Waste Water Treatment Plant	84024425.80230	Yes ☒ No ☐	N/A

*FY 16/17 is currently operating under a continuing budget resolution thus this item has not yet been approved for expenditure; if the installation is approved, a corresponding budget amendment in the amount of the contract will also need to be approved.



Attachment # 1

ITEM NO.: 13e

MEETING DATE: June 5, 2013

AGENDA SUMMARY REPORT

SUBJECT: APPROVAL OF PURCHASE OF VERTICAL BAR SCREEN FOR THE INFLUENT PUMP STATION AT THE WASTE WATER TREATMENT PLANT IN THE AMOUNT OF \$174,708.03

Background: Over the course of the last 2 years significant issues have arisen regarding the performance of the Verticle Turbine Solids Handling (VTSH) Pumps located at the Influent Pump Station (IPS) at the Waste Water Treatment Plant (WWTP). Although the pumps have performed as anticipated for the vast majority of the waste stream entering the WWTP, occasional items (which should not be in the waste stream) such as large rags, towels and bed sheets, have caused the pumps to plug and stop performing. Several of the pumps have been damaged from this type of item, and have required costly repairs.

Discussion: Staff has been looking at options to mitigate this problem. The installation of a screening mechanism, installed in the waste stream flow ahead of the pumps, is the best option for resolving this type of proplem, and is a standard solution within the industry. Staff has worked with the design engineer of the WWTP upgrade to identify this solution. The design engineer recommends installation of a Vertical Bar Screen as the best option to significantly improve the ability of the pumps to function protected from large objects that tend to wrap around and plug the pumps.

The particular vertical screen recommended is operational in the Town of Mendocino. City staff has viewed the equipment in operation, and discussed its performance, with the staff of the Mendocino facility. They are very satisfied with the equipment's performance.

City staff has worked with purchasing and identified that the Aqualitec screening equipment, known as a Vertical Bar Screen Screentec and a Washer Compactor Compactec (the products) are unique and sole source equipment.

The Ukiah Valley Sanitation District agenda on June 20, 2012, will include this staff report and recommendation, for discussion and consideration.

Fiscal Impact:

Recommended Action(s): Approve Purchase of a Vertical Bar Screen for the Influent Pump Station at the Waste Water Treatment Plant in the Amount of \$174,708.03

Alternative Council Option(s): N/A

Citizens advised:	Frank McMichael, Ukiah Valley Sanitation District, District Manager
Requested by:	Tim Eriksen, Director of Public Works/City Engineer
Prepared by:	Jarod Thiele, Public Works Administration
Coordinated with:	Andy Luke, WWTP Supervisor
Attachments:	1) Ukiah Bar Screen Quote

Approved: _____

Jane Chambers, City Manager

☐ Budgeted FY 12/13 ☒ New Appropriation ☐ Not Applicable ☐ Budget Amendment Required

<u>Amount Budgeted</u>	<u>Source of Funds (title and #)</u>	<u>Account Number</u>	<u>Addit. Appropriation Requested</u>
\$0	Waste Water Treatment Plant	84024425.80100	\$174,708.03



Aqualitec
Screening Equipment

Attachment #2
To The June 5, 2013
CC ASR

Project:	City of Ukiah WasteWater Treatment Plant
Products:	Bar Screen Screentec and Washer Compactor Compactec
Client:	City of Ukiah
Interlocutors:	Mr. Andy Luke Mr. Jarod Thiele
Client Number:	201205907
Quote Number:	20130508B
Erwan Ouattara	310-926-3118

Wednesday, May 29, 2013

Aqualitec Corp. is pleased to provide you with the best offer for **The City of Ukiah WasteWater Treatment Plant**.

First, please note that we have 15 years of experience with hundreds of installations in 10 countries. The president was actually in charge of 15 WTP for a large private operator in France before he started to market equipment. Essentially he has an extensive amount of experience and Aqualitec goal is to provide the **easiest equipment to operate at the most competitive price**.

As part of our expansion, we will compete and provide you with an **exceptional price**. Again our goal is to provide you with the best solution. Simplicity and ease of use is what we are hearing from current and future clients. We will be proud to add **City of Ukiah** to this list.

If you have any questions, feel free to contact me at 310-926-3118 or email me at equattara@aqualitec.com.

We look forward to doing business with you.

Sincerely,

Erwan Ouattara
Executive Director



Aqualitec

Screening Equipment

Project:	City of Ukiah WasteWater Treatment Plant
Products:	Bar Screen Screentec and Washer Compactor Compactec
Client:	City of Ukiah
Interlocutor:	Mr. Andy Luke Mr. Jarod Thiele
Client Number:	201205907
Quote Number:	20130508
Erwan Ouattara	310-926-3118

May 29, 2013

Data Project:

Delivery of 1 Vertical Bar Screen Screentec and 1 Washer Compactor

Peak Flow rate: 13mgd

Depth: 33.5'

Equipment Width: 2' – 5" ½

Space Bar Opening: ¾"

N°	FEATURES	QUANTITY	PRICE/UNIT	TOTAL PRICE
1-	Bar Screen Screentec 316 Stainless Steel	1	\$ 141,388.03	\$ 141,388.03
2-	Washer Compactor Compactec 304 Stainless Steel	1	\$ 33,320.00	\$ 33,320.00
Total				\$ 174,708.03

Terms:

Purchase price and Payments for the Product and the installation are as follows:

- Deposit (30% with the purchase order) **\$52,412.41**
- Second Payment ~~(30% drawings confirmation)~~
- Balance ~~(40% at delivery and installation)~~ **70% upon delivery** **\$122,295.62**
- Total Price F.O.B. Destination
- Price does not include applicable sales tax or use tax
- Validity: 31/12/2013 (except if + 15% on the stainless steel)
- Shipping Schedule: The equipment will be shipped within 16 weeks after receipt of approved drawings.
- Warranty: 2 years

Aqualitec Corp.
Date: 05/08/13

Name:
Date:

By : 
Name: Marc Monfort
Title: President

By:
Name:
Title:

Aqualitec
Screening Equipment
Purchase Agreement

This Purchase Agreement (the "Agreement") made this day of _____, 2013, by and between, City of Ukiah WasteWater Treatment Plant, located at ~ 300 Plant Road, CA 95482, (the "Buyer") and Aqualitec Corp. located at 610 W. Carob St. Compton, CA 90220 (the "Seller").

RECITAL

WHEREAS, the Seller is an independent business selling wastewater treatment equipment and related products, and the Buyer desires to purchase a **Vertical Bar Screen Screentec** and a **Washer Compactor Compactec** (the "Products") from the Seller; and

WHEREAS, subject to the terms and conditions stated herein, the Seller is willing to sell the Product as identified in this Agreement and the Buyer desires to buy the Product from the Seller.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the mutuality and sufficiency of which are acknowledged, the Buyer and the Seller agree as follows:

ARTICLE I

The Specifications

Section 1.1. The Seller agrees to deliver the Product as identified in this Section 1.1 and under the following conditions:

- a. Client Proposal No. 20130508 signed by both the Seller and the Buyer, a copy of which is attached hereto which constitutes an integral part of this Agreement. This proposal is based on all information located in Attachment A.
- b. The Approval Drawings (including blueprints, schedules and specifications), which will be dated and signed by the Buyer which constitutes an integral part of this Agreement.

Collectively these documents provide the details and conditions (the "Specifications") for the delivery of the Product and shall be final when signed by both parties (the "Confirmation Date").

ARTICLE II

Purchase Price and Payment

Section 2.1. Payment terms are as follows:

- a. The purchase price is Delivery Duty Paid (DDP) F.O.B. Destination, no additional fees will be charged to the Buyer.
- b. **Deposit 30% with the purchase order.**
- c. **Balance 70% upon delivery**

Section 2.2. Any payment made by the Buyer to the Seller is non-refundable.



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Screening Equipment
Purchase Agreement

ARTICLE III

Schedule and Delivery Date

Section 3.1. The schedule of the different phases of the sale of the Product will comply with the following timeframe:

- a. The Seller will submit the final drawings for the Buyer's approval not later than **15 business days** after the Buyer will have provided the Seller with the final technical requirements and other specifications for the installation site of the Product including, but not limited to, drawings, footprint and all other information needed by the Seller.
- b. Shipping time of the Product from France (Port of Le Havre) to the job site delivery address will range from **14 to 16 weeks** after drawings are approved and signed by the Buyer. An additional 1 to 3 weeks should be anticipated for the U.S. Customs to register and release the Product.

The schedule under Section 3.1 is indicative only and is based on the Seller's good faith diligence.

Section 3.2. To secure a reasonable date to deliver the Product (the "Delivery Date") and to promote an orderly and predictable delivery process, both the Seller and the Buyer will cooperate in good faith.

Section 3.3. The Delivery Date of the Product will be determined by the Seller and approved by the Buyer as part of the Specifications in Sub-Section 1.1. b.

ARTICLE IV

Modifications in the Specifications

Section 4.1. Any change to the Specifications after the Confirmation Date shall require a separate written order and may result in the postponement of the Delivery Date and in a higher total purchase price than originally agreed. Furthermore, these changes are subject to the following limitations:

- a. No changes to the Specifications, structural design, blueprints, or floor plans that affect the installation of the Product are allowed.
- b. Any additional materials or services not specifically mentioned in the initial Specifications will require a new and separate written new order before becoming effective and subject to the terms and conditions of this Agreement. Shipment of this new order with the rest of the Product is subject to the Seller's approval of the Seller with a minimum of four-week written notice. The charges for any of any additional materials or services will be based on the Seller's pricing schedules in effect at that time and shall be paid with the new order. If this new order is shipped separately (at the sole discretion of the Seller), the Seller's normal delivery time, prices, and freight charges will apply accordingly.

Section 4.2. Once the Confirmation Date has been determined as per Section 1.1, the Buyer is expected to take delivery on the date specified in the Confirmation Date. If unforeseen conditions cause the Buyer to be unable to take delivery as specified in Section 3.2, the Seller will reschedule the delivery subject to the Seller's schedule and delivery capacity.



Aqualitec

Screening Equipment

Purchase Agreement

ARTICLE V

Shipment, Delivery, Off-Loading, and Storage

Section 5.1. Once the Product is delivered at the Buyer's site, and prior to off-loading it, the Product becomes the Buyer's property and the Buyer assumes all responsibility of losses, including theft, weather, or improper storage. Someone from the Seller will supervise the delivery in order to check with the Buyer the conformity of the Product.

Section 5.2. At Delivery, the Buyer is responsible for providing minimum site standards as defined below and for prompt payment as specified in Article II. Any delay in unloading resulting from failure to maintain the minimum site standards, or from failure to pay as agreed, will result in a late fee delivery of \$250.00 per hour, after allowing for three hours for off-loading. Any additional cost, not already specified in the Client Proposal No. 20130508 under Sub-Section 1.1. a of this Agreement, resulting from the nonconformity of the site as defined in Sub- Sections 5.2. a and 5.2. b, will be the Buyer's responsibility. The minimum site standards are as follows:

- a. An unobstructed gravel-based road must be provided to the foundation and storage areas. This road must have clearance, turn radius, traction, and incline characteristics that allow for the maneuvering, unloading, and the return to regular roads, of a large tractor or trailer.
- b. The access and storage area must be of sufficient quality for delivery in wet or winter weather conditions.

ARTICLE VI

Limitation of Liability

The exclusive remedy to which the Seller may be subjected by reason of any breach of warranty, or in connection with any Product supplied by the Seller, or by reason of any breach of agreement shall be for damages and, except to the extent of insured claims or claims that would be insured if the Seller were in compliance with the insurance requirements under this Agreement, the amount of damage for which the Seller may be liable for shall be limited in accordance with the provisions hereof. The Seller's liability for any loss and losses and damages to the Buyer of any other third party resulting from any breach of any warranty by which the Seller may be bound, from any damaged or defective Product supplied by the Seller (regardless of whether any said defect shall be discoverable or latent), failure to deliver, breach of agreement, or any other cause whatsoever, including the Seller's negligence, shall in no event exceed the Total Price under Section 3.1 of this Agreement, with respect to which losses or damages are claimed, or at the election of the Seller, the repair or replacement of the defective or damaged Product. In no event, including a claim for negligence, shall the Seller be liable for incidental or consequential damages as defined in Section 2-715 of the Uniform Commercial Code. Without limitation to the foregoing, in no event shall the Seller be liable for the loss of use of the Product, process, plan, equipment or facilities of the Buyer or the end-user whether partially- or wholly-due to defects in material and/or workmanship and/or design of the Seller's Product and in no event shall the Seller be liable for expenses necessary to remove or reinstall the Product supplied by the Seller, or for any damages to other property or equipment resulting from any such removal or reinstallation. Damages resulting from improper storage, improper location handling, fire or any act of God will not be considered by the Seller as its liability except for insured claims. Until the Product is delivered to the Buyer, the Seller shall maintain in full force and effect comprehensive general liability insurance written on a comprehensive basis, including products liability and completed operations. The insurance shall be in the minimum amount of \$5,000,000 general aggregate limit and \$5,000,000 products liability/completed operations aggregate limit. All policies shall name the Buyer as additional insured parties. The Seller's insurance policies shall be primary to any other coverage or insurance available to the Buyer. Prior to any payment by the Buyer under this agreement, the Seller shall provide certificates of insurance to the Buyer reflecting such coverage.



Aqualitec

Screening Equipment

Purchase Agreement

ARTICLE VII

General Provisions

Section 7.1. All notices and other communications given here under shall be in writing and shall be deemed to have been duly given and received when personally delivered; or when mailed by certified mail, postage prepaid and return receipt requested; or by reputable overnight delivery service:

- a. If to the Seller,
Aqualitec Corp.
610 W. Carob St.
Compton, California 90220
- b. If to the Buyer,
City of Ukiah WasteWater Treatment Plant
300 Plant Road – Ukiah, CA 95482

Section 7.2. This Agreement shall be binding on and shall inure to the benefit of each of the parties hereto and their respective successors or assigns.

Section 7.3. This Agreement, when combined with the Specifications defined in Section 1.1, constitutes the entire agreement between the parties hereto. The Specifications are subject to all terms and limitations of this Agreement.

Section 7.4. This Agreement shall not be amended or modified except in writing executed by each of the parties hereto.

Section 7.5. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Section 7.6. The section headings herein are for convenience only and shall not affect the interpretation of this document. Gender and pronouns, and singular and plural references used herein shall be interchangeable as appropriate.

Section 7.7. This Agreement shall be construed under and governed by the law of the State of California. The parties agree that any dispute shall be litigated in any State Court for Los Angeles, CA. The parties consent to the jurisdiction of any State Court for Los Angeles, CA.

Section 7.8. In the event of any dispute between the parties, the prevailing party shall be entitled to receive all reasonable fees and expenses connected with such dispute, including reasonable attorneys' fees.

"SELLER"

Aqualitec Corp.

Date: 05/08/13

By:

Name: Marc Monfort

Title: President

"BUYER"

Name:

Date:

By:

Name:

Title:



AGENDA SUMMARY REPORT

SUBJECT: DIRECTION REGARDING THE PURCHASE OF A VERTICAL BAR SCREEN FOR THE INFLUENT PUMP STATION AT THE WASTE WATER TREATMENT PLANT

Background: Over the course of the last 3 years significant issues have arisen regarding the performance of the Verticle Turbine Solids Handling (VTSH) Pumps located at the Influent Pump Station (IPS) at the Waste Water Treatment Plant (WWTP). Although the pumps have performed as anticipated for the vast majority of the waste stream entering the WWTP, occasional items, which should not be in the waste stream, such as large rags, towels and bed sheets have caused the pumps to plug and seize. Several of the pumps have been damaged from this type of item, and have required costly repairs.

Staff has been looking at options to mitigate this problem. The installation of a screening mechanism, installed in the waste stream flow ahead of the pumps, is the best option for resolving this type of problem, and is a standard solution within the industry. Staff has worked with the design engineer of the WWTP upgrade to identify this solution. The design engineer recommends installation of a Vertical Bar Screen as the best option to significantly improve the ability of the pumps to function protected from large objects that tend to wrap around and plug the pumps.

The particular vertical screen recommended is operational in the Town of Mendocino. City staff has viewed the equipment in operation, and discussed its performance, with the staff of the Mendocino facility. They are very satisfied with the equipment's performance.

Public Works staff has worked with the Purchasing Department and identified that the Aqualitec screening equipment; known as a Screentec, Vertical Bar Screen and a Compactec, Washer Compactor (the products) are unique and sole source equipment.

Discussion: City Council authorized the purchase of this barscreen on June 5, 2013. Since that time, the Ukiah Valley Sanitation District (UVSD) has not authorized the purchase as the past two year's budgets have been disputed by them. In addition, their District Manager presented this item to the UVSD Board and they would not agree to the purchase. In addition, a letter was sent, notifying them of their responsibility. (Attachement 1)

The original cost for the barscreen was \$174,708.03 but it is anticipated at this time the cost will be more after the delay in purchasing. Staff recommends proceeding with the purchase of this much needed

Recommended Action(s): Direction regarding the purchase of a vertical bar screen for the influent pump station at the waste water treatment plant.

Alternative Council Option(s): N/A

Citizens advised:

Requested by: Tim Eriksen, Director of Public Works/City Engineer
Prepared by: Jarod Thiele, Public Works Project Analyst
Coordinated with: Andy Luke, WWTP Supervisor
Attachments: 1) Letter sent to UVSD

Approved: 
Jane Chambers, City Manager

equipment in order to avoid further costly repairs. The City can purchase the equipment directly from the City's Sewer Capital Fund and this will not require UVSD approval. The share that the UVSD owes would have to be negotiated later. The City will have no guarantee that the UVSD will pay their portion of this operational necessity, but the systems rate payers, including UVSD rate payers, will have been protected from further costly repairs to the system.

Should council direct staff to proceed with the purchase, we will return with a revised quote for the equipment for approval.

Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☐ Not Applicable ☐ Budget Amendment Required

Amount Budgeted Source of Funds (title and #) Account Number Addit. Appropriation Requested



July 3, 2014

Ukiah Valley Sanitation District
Attn: Chairman James Ronco and District Manager Frank McMichael
151 Laws Avenue
Ukiah, CA 95482

RE: Vertical Bar Screen for the Influent Pump Station at the Waste Water Treatment Plant

Dear Mr. Ronco and Mr. McMichael:

Under Section 1 of the Participation Agreement as amended by Amendment No. 1, the annual costs for treatment of wastewater in the District and the City, including repair, replacement, and upgrading of the entire sewer system, including the Wastewater Treatment Plant is to be apportioned between the City and the District. Under Section 3 of the Participation Agreement, the City must maintain the plant. As you and your board are aware, there has been significant damage to the VTSH pumps in the Influent Pump Station. Also, you are aware that the City has identified a solution to mitigating these damages with the installation of a vertical bar screen. At the annual joint meeting with the City Council on June 23, 2014, to approve the 2014-15 budget, your board voted not to approve the budget and specifically not to participate in this expenditure which prevents the City staff from proceeding with the installation of this equipment. (See Section 6.3 in Amendment No. 1 which excludes disputed budget items from the budget.) In addition, the items which have been causing damage are clearly from the District's service area.

As this is a capital improvement related project, it is not considered ordinary care and maintenance. Per your Board's action at the Joint City Council/UVSD meeting on June 23, 2014, the City is not allowed to provide any service other than "ordinary care and maintenance."

This letter is to notify you that pending resolution of the current budget dispute, should any further damages occur to the pumps in the Influent pump station which are caused by materials in the waste stream, the City will charge the District for the full cost of repairs to the pumps and other equipment.

Sincerely,

Tim Eriksen, PE
Director of Public Works/City Engineer

cc: Phillip Baldwin, Mayor
Jane Chambers, City Manager

Motion by Councilmember Thomas, Seconded by Vice Mayor Landis to adopt the Resolution authorizing the filing of a petition of an appointment of a receiver; (2) Authorize the retention of Cota Cole to provide legal services in connection with the appointment of a receiver; (3) and authorize the petition to seek the appointment of Mark Adams as the receiver. Motion **failed** by the following roll call votes: AYES: Thomas and Landis. NOES: Scalmanini, Crane and Baldwin. None. ABSENT: None. ABSTAIN: None.

Motion by Councilmember Crane to continue the hearing to the second meeting of October.

Motion dies for lack of a second

Motion/Second: Scalmanini/Crane to direct staff to give an informational only update at the September 17, 2014, and October 1, 2014, City Council meetings, and to continue the Public Hearing to October 15, 2014. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, and Baldwin. NOES: Thomas and Landis. ABSENT: None. ABSTAIN: None.

RECESS AT 8:39 – 8:48 P.M.

12. UNFINISHED BUSINESS

- a. **Direction Regarding the Purchase of a Vertical Bar Screen for the Influent Pump Station at the Waste Water Treatment Plant – Public Works Department.**

Presenter: Tim Eriksen, Public Works Director and Andrew Luke, Wastewater Treatment Plant Supervisor.

Motion/Second: Landis/Scalmanini to authorize \$210,000 from the City Sewer Capital Fund for the purchase, construction, and implementation of a vertical bar screen for the influent pump station at the waste water treatment plant. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Thomas, Landis, and Baldwin. NOES: None. ABSENT: None. ABSTAIN: None.

- b. **Authorization to Execute Change Order in an Amount not to Exceed \$251,100 for Construction of Trail Lighting for Northwestern Pacific Rail Trail Project, Phase 1, Specification No. 14-01 – Public Works Department.**

Presenter: Tim Eriksen, Public Works Director.

Motion/Second: Thomas/Landis to authorize City Engineer to execute a change order in an amount not to exceed \$251,100 for construction of trail lighting and approval of corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Scalmanini, Thomas, Landis, and Baldwin. NOES: Crane. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

- b. **Appointment Recommendation by Council to the City Selection Committee for the Mendocino County Airport Land Use Commission – Airport.**

Presenter: Greg Owen, Airport Manager.

Motion/Second: Crane/Landis to recommend that the Airport Commission consider additional applicants, and then make a recommendation for the Mendocino County Airport Land Use Commission. Motion **carried** by the following roll call votes: AYES: Scalmanini, Thomas, and Landis. NOES: None. ABSENT: None. ABSTAIN: Crane and Baldwin.

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:41 P.M.

BID TABULATION: City of Ukiah, Spec 16-09 - Wastewater Treatment Plant Bar Screen Installation Project						
BID OPENING: 10/6/16						
					Western Water Constructors, Inc.	
					707 Aviation Blvd Santa Rosa, CA 95403	
Base Bid						
Item #	Item Description	Quantity	UOM	Unit Price	Item Total	
1	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00	
2	SAWCUT AND RELINE CONCRETE OPENING	1	LS	\$41,000.00	\$41,000.00	
3	INSTALLATION OF OWNER-SUPPLIED MECHANICAL EQUIPMENT	1	LS	\$42,000.00	\$42,000.00	
4	INSTALLATION OF ELECTRICAL AND CONTROLS SYSTEM	1	LS	\$32,000.00	\$32,000.00	
5	TESTING, STARTUP AND OPERATOR TRAINING	1	LS	\$5,000.00	\$5,000.00	
6	DEMOBILIZATION AND PROJECT CLOSEOUT	1	LS	\$5,000.00	\$5,000.00	
Bid					\$145,000.00	
Additive Alternate Bid Items						
Item #	Item Description	Quantity	of Mea	Unit Price	Item Total	
A	ADD CONTROL AT MEZZANINE	1	LS	\$15,000.00	\$15,000.00	
B	ALLOWANCE FOR DEMOBILIZING AND REMOBILIZING FROM THE SITE.	1	LS	\$25,000.00	\$25,000.00	
Bid					\$40,000.00	
Total Bid Amount						\$185,000.00
Listed Subs					Munson Pump Systems Sacramento, CA Bypass System Penhall Co. San Leandrom, CA Saw Cutting Sonoco Construction Fontana, CA PVC Liner	