



District Manager  
Melissa Morton

VALLEJO FLOOD AND WASTEWATER DISTRICT  
SPECIAL MEETING AGENDA

6:00 P.M. – CITY COUNCIL CHAMBERS  
555 SANTA CLARA STREET, VALLEJO CA 94590  
MAY 22, 2018

Board of Trustees  
Bob Sampayan (President)  
Katy Miessner (Vice-President)  
Pippin Dew-Costa  
Erin Hannigan  
Jess Malgapo  
Robert McConnell  
Hermie Sunga  
Rozzana Verder-Aliga

*Notice: Members of the public shall have the opportunity to address the Board concerning any item listed on this notice before or during consideration of that item. No other items may be discussed during this meeting.*

*The City Council Chambers is ADA compliant. Devices for the hearing impaired are available from the Clerk of the Board. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the Clerk of the Board's office no less than 48 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof. Please contact our office at (707) 644-8949.*

*Any writings or documents related to an agenda item for the open session of this meeting are available for public inspection during normal business hours at the front counter of the District office, located at 450 Ryder Street.*

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. COMMENTS ON CONSENT CALENDAR BY MEMBERS OF THE PUBLIC:** *Members of the public wishing to address the Board on Consent Calendar Items are requested to submit a completed speaker card to the Clerk of the Board. Each speaker is limited to five minutes. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Board of Trustees. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda.*

**CONSENT CALENDAR AND APPROVAL OF AGENDA:** *All matters are approved under one motion unless requested to be removed for discussion by the Board, District Manager, or requested for removal by a member of the public, which requires approval by a majority vote of the Board.*

**A AWARD CONSTRUCTION CONTRACT – MARE ISLAND SEWER AND WATER MAIN REPLACEMENT PROJECT , CWF001 AND APPROVE THE REIMBURSEMENT AGREEMENT WITH THE CITY OF VALLEJO**

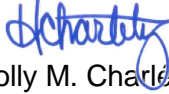
**PROPOSED ACTION**

Adopt a resolution awarding the construction contract for the Mare Island Sewer and Water Main Replacement Project to Garney Pacific, Inc. of Tracy based on a bid of \$12,593,390 and authorizing the District Manager to execute the construction contract and change orders up to a total amount not to exceed \$13,852,729; and approving a reimbursement agreement with the City of Vallejo for the water portion of the project and authorizing the District Manager to execute the reimbursement agreement.

6. **CLOSED SESSION:** *May recess to consider matters of pending litigation (GC 54956.9), personnel (GC 54957), labor relations (GC 54957.6), and real property negotiations (GC54956.8). Records are not available for public inspection.*

A. PUBLIC EMPLOYMENT (Gov. Code, § 54957) Title: Pollution Control Specialist I

7. **ADJOURNMENT**



I, Holly M. Charlety, Clerk of the Board of Vallejo Flood and Wastewater District declare that the foregoing agenda for the May 22, 2018 Special Meeting was posted and available for review by the required time as prescribed by law at the District office located at 450 Ryder Street, Vallejo, California. This agenda is also available on the District website at [www.vallejowastewater.org](http://www.vallejowastewater.org).



District Manager  
Melissa Morton

May 22, 2018

**BOARD COMMUNICATION**

Consent Item No. 5A

**TO: THE HONORABLE PRESIDENT AND BOARD OF TRUSTEES**

**FROM: MELISSA MORTON, DISTRICT MANAGER** *Melissa Morton*  
**MARK TOMKO, DISTRICT ENGINEER**

**SUBJECT: AWARD OF CONTRACT FOR THE MARE ISLAND SEWER AND WATER MAIN REPLACEMENT PROJECT, CWF001 AND APPROVE THE REIMBURSEMENT AGREEMENT WITH THE CITY OF VALLEJO**

BACKGROUND AND DISCUSSION

On July 14, 2015, the Board of Trustees authorized the District Manager to award a contract for the design of the Mare Island Force Main Replacement Project to GHD Inc. The District contacted the City of Vallejo Water department to pursue partnering on the project to add a potable water line. The Project includes construction of a sewer force main, recycled water main, and potable water mains.

The existing 18-inch force main is a critical backbone to the overall sanitary sewer collection and discharge system on Mare Island. The existing force main, built in 1974, is in very poor condition, with no readily accessible method for monitoring or maintenance. The replacement sewer force main will be tunneled beneath Mare Island Strait using horizontal directional drilling (HDD) techniques and then will be installed by open trench through River Park crossing the Mare Island Causeway and travelling in Harbor Way to connect to an existing sewer line in Mare Island Way.

The potable water main beneath the Mare Island Strait was constructed during the 1930's and is nearing the end of its life cycle. The proposed new dual 14-inch potable water mains would replace the existing 20-inch pipeline. The new water mains would be bundled together in the same HDD bore, which would be tunneled beneath Mare Island Strait approximately 15 feet north of the District sewer and recycled water force mains. The project will construct the junction boxes and crossing of Mare Island Way. When additional funds are available the City will construct the remaining 1,802 feet of the water line and 24-inch tee that was included in the bid advertisement as Bid Additive #3.

The District publicly advertised the project, declared that the award would be based on the Base Bid and Bid Additives 1 and 2 per the Public Contract Code, and received 2 bids. The bid from Garney Pacific, Inc. of Tracy in the amount of \$12,593,390 for the Base Bid and Bid Additives 1 and 2 was determined to be the lowest responsive bid. The Engineers Estimate was \$11,001,000. The boring of the sewer and water line was almost twice as much as the Engineer's Estimate and accounted for the majority of the difference between the Engineer's Estimate and bid price. District Staff is recommending establishing a 10% contingency in the amount of \$1,259,339 to address change orders that may occur as a result of changed field conditions during construction.

RECOMMENDATION

District staff recommends awarding a contract for performance of the work to Garney Pacific, Inc. based on its bid being the lowest responsive bid.

## ALTERNATIVES CONSIDERED

The only alternative is to either re bid the project or abandon the project. Staff is not recommending either option given that the bidding environment will not likely change but only continue to increase and given the age and condition of the existing force main, construction should begin now rather than be deferred to a future date.

## ENVIRONMENTAL REVIEW

An IS/MND was completed for the project pursuant to CEQA. The IS/MND was circulated and made available for a 30-day public review comment period from February 14 to March 15, 2017. On the basis of the evaluation, the MND concludes that, with incorporation of recommended mitigation measures, the project would not cause significant environmental effects. The MND was adopted by the Board on April 11, 2017

## FISCAL IMPACT

The original total project budget for design and construction of both District and City projects was \$10,000,000. Following receipt of bids, the updated total project budget is \$16,160,575. The District's additional cost of \$3,739,237 which reflects the actual EPA Grant amount and updated project will be funded by \$2,739,237 in wastewater reserves and \$1,000,000 in connection fees.

<u>Project Funding:</u>	<u>Original</u>	<u>Updated</u>
Wastewater	\$ 400,000	\$ 3,177,237
EPA Grant	1,250,000	1,212,000
Wastewater Connection Fees	3,000,000	4,000,000
City of Vallejo Reimbursement Agreement	5,350,000	7,771,338
	<u>\$ 10,000,000</u>	<u>\$ 16,160,575</u>

Project costs for the District and City of Vallejo are:

	<u>District</u>	<u>City</u>	<u>Total</u>
Construction	\$ 6,662,650	\$ 5,930,740	\$ 12,593,390
Construction Contingency (10%)	666,265	593,074	1,259,339
Construction Management	337,360	337,360	674,720
Design and Construction Support	722,962	910,164	1,633,126
	<u>\$ 8,389,237</u>	<u>\$ 7,771,338</u>	<u>\$ 16,160,575</u>

## PROPOSED ACTION

Adopt a resolution to: 1) award the construction contract for the Mare Island Sewer and Water Main Replacement Project to the lowest responsive bidder Garney Pacific, Inc. of Tracy based on a bid of \$12,593,390; 2) authorize the District Manager to execute the construction contract and change orders in an amount not to exceed \$13,852,729; and 3) approve a reimbursement agreement with the City of Vallejo for the water portion of the project and authorize the District Manager to execute said agreement.

## DOCUMENTS ATTACHED

- A. Resolution
- B. Bid Breakdown
- C. Reimbursement Agreement
- D. Construction Agreement (available upon request)

## CONTACT PERSON

Mark Tomko, District Engineer, (707) 652-7801

**RESOLUTION NUMBER 2018-**

**AWARD CONTRACT TO GARNEY PACIFIC, INC. FOR MARE ISLAND SEWER AND WATER MAIN REPLACEMENT PROJECT; APPROVE AND AUTHORIZE EXECUTION OF REIMBURSEMENT AGREEMENT WITH CITY OF VALLEJO FOR WATER PORTION OF THE PROJECT (PROJECT NO. CWF001)**

**BE IT RESOLVED**, by the Board of Trustees of the Vallejo Flood and Wastewater District of Solano County, California as follows:

**WHEREAS**, the 10<sup>th</sup> day of May 2018, 2:00 p.m., was the appointed time for receiving sealed proposals for the Mare Island Sewer and Water Main Replacement Project, pursuant to the plans and specifications for said work; and,

**WHEREAS**, bids from the following bidders have been received and publicly opened and declared in response to the published notice call for the same; and

<b>NAME</b>	<b>CITY</b>	<b>BID AMOUNT</b>
Garney Pacific, Inc.	Tracy	\$12,593,390
Ranger Pipelines, Inc.	San Francisco	\$13,797,255

**WHEREAS**, said bids received have been referred to the District Manager for analysis and report, and the District Manager having reported that the bid of Garney Pacific, Inc., is responsive, and the lowest received bid; and

**WHEREAS**, \$6,523,814 of the construction and contingency is for the City of Vallejo water line work that will be paid for by the City of Vallejo in a reimbursement agreement with the District.

**IT IS, THEREFORE, RESOLVED** by the Board of Trustees of the Vallejo Flood and Wastewater District that the Board adopts and approves for construction the plans and specifications, including any addenda thereto and reimbursement agreement with the City of Vallejo for the Mare Island Sewer and Water Main Replacement Project, CWF001.

**BE IT FURTHER RESOLVED** that the construction contract for the Mare Island Sewer and Water Main Replacement Project is awarded to the lowest responsible bidder Garney Pacific, Inc., of Tracy, CA. based upon a bid of \$12,593,390 and authorizing the District Manager to execute the construction contract and change orders up to a total amount not to exceed \$13,852,729.

**BE IT FURTHER RESOLVED** that the District Manager is authorized to execute the reimbursement agreement with the City of Vallejo the Mare Island Sewer and Water Main Replacement Project.

**ADOPTED** by the Board of Trustees of the Vallejo Flood and Wastewater District on the 22nd day of May, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**WITNESS** my hand and the Seal of said District this 22nd day of May, 2018.

**EXHIBIT B**  
**MARE ISLAND SEWER AND WATER MAIN REPLACEMENT PROJECT, CWF001**  
**BID BREAKDOWN**

**BASE BID**

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	DISTRICT PORTION	CITY PORTION
<b>Combined</b>							
1	General	1	LS	\$ 280,000	\$ 280,000	\$ 140,000	\$ 140,000
2	Allowance for Permit Fees	1	LS	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
3	Environmental Protection Actions and Mitigation Measures	1	LS	\$ 300,000	\$ 300,000	\$ 150,000	\$ 150,000
4	Clearing and Grubbing	1	LS	\$ 210,000	\$ 210,000	\$ 105,000	\$ 105,000
5	HDD-Mobilization and General	1	LS	\$ 386,980	\$ 386,980	\$ 193,490	\$ 193,490
<b>Sewer</b>							
6	22-inch HDPE DR11 Sanitary Sewer Force Main, 12.75-inch HDPE DR11 Recycled Water, dual 4.5-inch HDPE DR7 Fiber Optic, Horizontal Directional Drilling	2,600	LF	\$ 1,520	\$ 3,952,000	\$ 3,952,000	\$ -
<b>Water</b>							
7	Dual 18-inch HDPE DR11 Water and dual 4.5-inch HDPE DR7 Fiber Optic, Horizontal Directional Drilling	2,610	LF	\$ 1,510	\$ 3,941,100	\$ -	\$ 3,941,100
8	Gyroscope method for tracking intersect pilot bores	1	LS	\$ 7,500	\$ 7,500	\$ 3,750	\$ 3,750
<b>BASE BID</b>					<b>\$ 9,127,580</b>	<b>\$ 4,594,240</b>	<b>\$ 4,533,340</b>

**ADDITIVE BID ITEM #1**

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	DISTRICT PORTION	CITY PORTION
1-1	Mobilization - Sewer	1	LS	\$ 95,000	\$ 95,000	\$ 95,000	\$ -
1-2	22-inch HDPE DR17 Sanitary Sewer Force Main, Open Trench	3,085	LF	\$ 400	\$ 1,234,000	\$ 1,234,000	\$ -
1-3	22-inch HDPE DR17 Sanitary Sewer Force Main, Open Trench	121	LF	\$ 760	\$ 91,960	\$ 91,960	\$ -
1-4	20-inch C905 DR 52.5 Sanitary Sewer Force Main, Open Trench	23	LF	\$ 1,150	\$ 26,450	\$ 26,450	\$ -
1-5	22-inch HDPE DR11 Sanitary Sewer and 12.75-inch Recycled Water DR17, Mare Island Causeway RR, Open Trench	60	LF	\$ 2,700	\$ 162,000	\$ 162,000	\$ -
1-6	Sanitary Sewer Force Main Connection Mare Island	1	LS	\$ 54,000	\$ 54,000	\$ 54,000	\$ -
1-7	Manholes and Sanitary Sewer Connection Vallejo	1	LS	\$ 85,000	\$ 85,000	\$ 85,000	\$ -
1-8	Valves - Sewer	1	LS	\$ 125,000	\$ 125,000	\$ 125,000	\$ -
1-9	Traffic Control - Sewer	1	LS	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
1-10	Cathodic Protection - Sewer	1	LS	\$ 35,000	\$ 35,000	\$ 35,000	\$ -
1-11	Startup and Testing - Sewer	1	LS	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
1-12	Sheeting, Shoring and Bracing - Sewer	1	LS	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
<b>BID ADDITIVE 1</b>					<b>\$ 2,068,410</b>	<b>\$ 2,068,410</b>	<b>\$ -</b>

**ADDITIVE BID ITEM #2**

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	DISTRICT PORTION	CITY PORTION
2-1	Mobilization - Water	1	LS	\$ 65,000	\$ 65,000	\$ -	\$ 65,000
2-2	24-inch HDPE DR13.5 Water, Open Trench	1,128	LF	\$ 650	\$ 733,200	\$ -	\$ 733,200
2-3	Dual 18-inch HDPE DR 11 Water, Open Trench	64	LF	\$ 800	\$ 51,200	\$ -	\$ 51,200
2-4	Water Structures and Connections	1	LS	\$ 355,000	\$ 355,000	\$ -	\$ 355,000
2-5	Valves - Water	1	LS	\$ 98,000	\$ 98,000	\$ -	\$ 98,000
2-6	Cathodic Protection - Water	1	LS	\$ 45,000	\$ 45,000	\$ -	\$ 45,000
2-7	Startup and Testing - Water	1	LS	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
2-8	Sheeting, Shoring and Bracing - Water	1	LS	\$ 40,000	\$ 40,000	\$ -	\$ 40,000
<b>BID ADDITIVE 2</b>					<b>\$ 1,397,400</b>	<b>\$ -</b>	<b>\$ 1,397,400</b>

**Base Bid + Additive's 1, 2**

TOTAL	\$ 12,593,390	\$ 6,662,650	\$ 5,930,740
Contingency	\$ 1,259,339	\$ 666,265	\$ 593,074
<b>Grand Total</b>	<b>\$ 13,852,729</b>	<b>\$ 7,328,915</b>	<b>\$ 6,523,814</b>

**REIMBURSEMENT AGREEMENT  
BETWEEN  
VALLEJO FLOOD AND WASTEWATER DISTRICT  
AND  
CITY OF VALLEJO**

This Reimbursement Agreement (Agreement) is entered into the 22<sup>nd</sup> day of May 2018, by Vallejo Flood and Wastewater District, a public body, corporate and politic (“District”) and the City of Vallejo, a charter city and municipal corporation (“City”).

**RECITALS**

A. The District entered into Agreement with Garney Pacific Inc. (Contractor) to construct the Mare Island Sewer and Water Main Replacement Project, CWF001.

B. The City entered into reimbursement agreements with the District for the design and construction services by GHD, Inc. and construction management services by The Covello Group, Inc.

C. The design, engineering and construction of the force main, recycled water line and potable water line, shall together be referred to herein as the “Project.”

D. The City agrees to reimburse the District for a portion of services provided by Contractor under the terms and conditions set forth in this agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

The term of this agreement shall commence on the above written date, and shall terminate at the completion of the services described in Mare Island Sewer and Water Main Replacement Project plans and specifications, unless terminated earlier as set forth herein.

**2. SCOPE**

This Agreement sets forth the responsibilities of the City and the District with respect to the services of Contractor for the Mare Island Sewer and Water Main Replacement Project, and some further responsibilities of the parties with respect to the Project.

**3. REIMBURSEMENT**

City shall reimburse the District for the costs to complete the work for the construction of the Mare Island Sewer and Water Main Replacement Project. The total costs based on Contractor’s bid (Exhibit A) is \$12,593,390. Of that sum, the District shall pay \$6,662,650 and the City shall pay \$5,930,740 as detailed in Exhibit B. Additional work, as agreed on by future amendments, shall not exceed 10% or \$1,259,339 (\$666,265 District, \$593,074 City) without approval from the District Board and/or City Council.

District will invoice the City with supporting documentation after District processes and approves each Capital Project Percentage-Of-Completion Worksheet. The City shall pay each District invoice within 30 days of receiving each District invoice.



#### **4. CHANGE ORDER**

City will review any proposed Change Order with the Contractor that directly relates to the water line work or costs that will impact the City's reimbursement and provide a response to the District within 2 working days after receiving the same from the District.

#### **5. PARTNERING**

The District will lead the design and construction of the Project, administer the Project, pay all pay estimates arising out of the Project (or take the lead in contesting any such invoices or portions thereof), and have final authority on all decisions required to complete the terms of the Contractor Agreement and change orders thereto, and all other agreements and contracts related to the Project.

The District will include the City in all meetings, correspondence, invoices, and reports relating to the work of Contractor. The City will be expected to be fully involved in all aspects of the Project, and City shall, at its own cost, timely provide all manpower, services, information and documents that may be necessary or desirable to facilitate completion of the Project, all as requested by District.

#### **6. GENERAL PROVISIONS**

District and City each agree to timely take all further actions and execute all further documents that may be necessary or convenient to implement the intent of this Agreement.

This Agreement contains the entire agreement and understanding between the parties concerning the subject matter hereof, and it supersedes all prior agreements and representations concerning the subject matter. This Agreement may not be amended except in a writing and signed by both District and City.

#### **7. TERMINATION**

The City may terminate this Agreement for any reason upon 30 days' written notice to District. In the event the City terminates this Agreement City shall pay District all amounts then due to District under the terms of paragraphs 3 and 4 hereof, and all further amounts that shall become due under the terms of those paragraphs for all work performed by Contractor to remove the remaining water line work from the project.

#### **8. INDEMNITY**

To the fullest extent permitted by law, the Parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this MOU for the percentage of liability determined.

**9. INSURANCE**

District shall require Contractor to name as additional insured the City of Vallejo, its officials, employees, agents and volunteers.

**10. SIGNATURES**

This Agreement shall become effective only upon its approval by the Board of Trustees of the Vallejo Sanitation and Flood Control District and the City Of Vallejo Council.

CITY OF VALLEJO,  
a municipal a corporation

VALLEJO FLOOD AND  
WASTEWATER DISTRICT,  
a California special district

BY: \_\_\_\_\_  
Greg Nyhoff  
City Manager

BY: \_\_\_\_\_  
Melissa Morton  
District Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Dawn G. Abrahamson  
City Clerk

ATTEST: \_\_\_\_\_  
Holly M. Charléty  
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Claudia Quintana  
City Attorney

By: \_\_\_\_\_  
Benjamin L. Stock  
District Counsel