

June 3, 2010

**FROM:** RENE A. RAMIREZ, Director   
Department of Public Utilities

**BY:** STEPHEN A. HOGG, Assistant Director   
Department of Public Utilities, Wastewater Management Division

**SUBJECT:** APPROVE AMENDMENT TO AGREEMENT WITH MWH AMERICAS, INC., A CALIFORNIA CORPORATION, FOR THE INCREASED SCOPE AS PART OF THE DEWATERING FACILITY UPGRADE DESIGN AT THE FRESNO/CLOVIS REGIONAL WASTEWATER RECLAMATION FACILITY (COUNCIL DISTRICT NO 3) FOR A NET INCREASE OF \$80,225 AND AN ADDITIONAL 45 DAYS

AGENDA ITEM NO.	1 L
COUNCIL MEETING	6/3/2010
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

**RECOMMENDATION**

Staff recommends the City Council approve an amendment to the contract with MWH Americas Inc. for increased scope as part of the Dewatering Facility Upgrade Design located at the Fresno/Clovis Regional Wastewater Reclamation Facility (RWRf).

**EXECUTIVE SUMMARY**

The Department of Public Utilities Wastewater Management Division is seeking to improve sludge dewatering, provide conveyance redundancy, and reduce biosolids disposal costs. In June 2009, the City entered into an agreement with MWH Americas Inc., for the design of the Dewatering Facility Upgrade located at the RWRf. Staff recommends amending the scope of services to include the additional design to enlarge the existing building as necessary to accommodate the replacement dewatering equipment, biosolids pumps, and electrical equipment. If approved, this amendment would add \$80,225 to the original contract cost of \$1,328,000 and an additional 45 days.

**BACKGROUND**

The existing Dewatering Facility was completed in 1996 as part of the primary and secondary treatment process expansion. The digested sludge is pumped to the Dewatering Facility where chemicals are added to aid in the separation of water and biosolids. The sludge passes through belt filter presses which press additional water from the sludge and produce, on average, a 16% cake biosolids concentration. Three of the belt filter press units were installed in a temporary facility in 1993 and subsequently moved into this facility. The resulting biosolids are transported to the storage silo by means of a series of conveyors. Private haulers are contracted to transport the biosolids to commercial composters where they are converted into a soil amendment. Trucking costs exceed \$2,721,585 annually. Currently, a failure of the silo or the conveyors will halt the entire dewatering process because at current there are no redundant conveyance systems or storage silos. If either the conveyor or silo develops mechanical problems, the sludge is forced to backup in the digesters until conveyor repairs are made. The maximum digester storage capacity is approximately one day. After one day the current discharge permits for the RWRf will be violated. This contract seeks to resolve four problems: 1) To provide redundancy to the conveyance system, 2) to provide additional

REPORT TO THE CITY COUNCIL

Amendment to Contract with MWH Americas Inc.

June 3, 2010

Page 2

redundant biosolids storage capacity, 3) replace 17-year old machines reaching the end of their useful life, and 4) to reduce hauling costs by providing drier biosolids.

In June a design contract was awarded the MWH Americas in the amount of \$1,328,000. During the preliminary design, it was determined that the existing building needs to be enlarged to accommodate the replacement dewatering equipment and the biosolids pumps. In addition, it was identified that the existing electrical room in the building did not have capacity for the necessary electrical equipment. This amendment will provide the design services for an additional 6,500 square feet of building space.

The building annex will be considered in the CEQA report currently under development. The City Attorney has reviewed the amendment and approved it as to form.

The Council may approve the contract amendment in the amount of \$80,225 to MWH Americas. The amendment will add \$80,225 to the original contract compensation increasing the total compensation to \$1,408,225. If the amendment is not approved, the project will be suspended.

**FISCAL IMPACT**

The funds for this project are available in the 2010 Sewer Enterprise Fund No. 40501. This project is identified in the five year capital improvement plan and included in the adopted five year rate plan.

See Attached.

**FISCAL IMPACT STATEMENT**

PROGRAM: DEWATERING FACILITY UPGRADE DESIGN

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$80,225.00</u>	_____
Indirect Cost	<u>\$ 0.00</u>	_____
<b>TOTAL COST</b>	<b><u>\$80,225.00</u></b>	_____
Additional Revenue or Savings Generated	<u>\$ 0.00</u>	_____
 Net City Cost	 <u>\$80,225.00</u>	 _____
 Amount Budgeted (If none budgeted, identify source)*	 <u>\$80,225.00</u>	 _____

\*The funds for this contract exist in the current Sewer Enterprise Fund budget.

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of May, 2010, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation, (hereinafter referred to as "CITY,") and MWH Americas, Inc., a California Corporation, (hereinafter referred to as "CONSULTANT.")

**RECITALS**

WHEREAS, CITY and CONSULTANT entered into an agreement, dated June 25, 2009, for professional engineering services for the design of the Dewatering Facility Upgrade at the Fresno/Clovis Regional Wastewater Reclamation Facility (RWRf), hereinafter referred to as "Agreement;" and

WHEREAS, CITY desires to expand the scope of services to include the design of a building annex to house new equipment and a required electrical room; and

WHEREAS, CITY desires to initially use three 300 gpm centrifuges instead of two 425 gpm centrifuges; and

WHEREAS, CITY desires to use cake pumps to convey dewatered sludge rather than conveyor belts; and

WHEREAS, both parties desire to extend the Design Phase (Part 3) an additional 45 days through a completion date of January 24, 2011; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$80,225.00; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees that CONSULTANT has no claim, demands or disputes against CITY.

**AGREEMENT**

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. Exhibit A, "Scope of Services", of the Agreement is amended to include the additional services attached hereto as Attachment A and incorporated by reference herein.
2. The "90 calendar days" in Part Three, Section 1(c)(8) of the Agreement, is amended to read, "135 calendar days."
3. The total fee of "\$1,328,000.00" in Section 3(a) of the Agreement is amended to read, "\$1,408,225.00".
4. CITY will update the topographic survey previously provided to CONSULTANT to reflect current conditions within the construction zone.

///

///

///

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a municipal corporation

MWH Americas, Inc.,  
a California corporation

By: \_\_\_\_\_  
Rene A. Ramirez, Director  
Department of Public Utilities

By: John Robinson

Name: John Robinson

Title: Vice President  
[if corporation or LLC, Board  
Chair, President, or Vice  
President]

ATTEST:  
REBECCA E. KLISCH  
City Clerk

By: \_\_\_\_\_  
Deputy Date

By: Simon Bluestone

Name: Simon Bluestone

Title: Vice President  
[if corporation or LLC, CFO,  
Treasurer, Secretary, or Assistant  
Secretary]

APPROVED AS TO FORM:  
JAMES C. SANCHEZ  
City Attorney

By: f 5-13-10  
~~Nancy A. Algier~~ Coyle Date  
Senior Deputy

Attachments:

Attachment A – Additional Scope of Services

## **Attachment A Additional Scope of Services**

The below Scope Modifications cover design services (Design Development and Construction Services) to be provided by MWH Americas, Inc. ("MWH") to coincide with the recommended project contained in the "City of Fresno, Fresno-Clovis Regional Wastewater Reclamation Facilities, Dewatering Facility Improvements Schematic Design Report."

MWH shall perform the additional services necessary to complete the design services as modified below. MWH shall obtain from the City of Fresno ("City") and utilize the "front end bidding documents" for the Centrifuge Procurement Document and the City's update of the topographic survey previously provided to MWH to reflect current conditions within the construction zone.

### Scope Modifications:

- Provide additional design services for a new Building Annex located adjacent to the existing Dewatering Building. The Building Annex first floor will be approximately 6,000sf (48ft by 125ft) and houses classifying screw conveyor discharge, cake pumps, cake pump manifold and slip injection pumps with associated polymer system. The Building Annex design will include a 1,440 sf (30 ft by 48 ft) second story electrical room, with single interior staircase and an exterior metal staircase, to house new electrical equipment associated with the project. The Building Annex appearance will match the existing Dewatering Building. The Building Annex floor plan is contained in the Schematic Design Report.
- Instead of installation of two centrifuges (425 gpm each) initially with the allowance one additional centrifuge (425 gpm) in the future, the design will include three centrifuges (300 gpm each) initially with the allowance for two additional centrifuges (300 gpm each) in the future.
- Instead of designing belt conveyors to convey dewatered cake from the new centrifuges, each centrifuge will be equipped with a classifying screw conveyor and a cake pump.
- The design of dual conveyors for the existing belt presses is deleted.
- The design will include one additional sludge feed pump and one additional polymer feed pump to accommodate the third centrifuge being installed.
- The design will include a new bulk chemical storage tank of similar size to the existing one so that different polymers can be used for the existing belt press and new centrifuges. The design of two new transfer pumps is also included.
- The design of an odor scrubber is deleted.
- The design will retrofit the existing 3 ton overhead bridge crane to 10 ton capacity and includes structural calculations for the building and footing interface to verify that the new loads can be supported.
- Electrical and Instrumentation design to support the equipment modifications listed in this Attachment is included.