

**CITY OF BLAINE**  
**REQUEST FOR COUNCIL ACTION**  
**MEETING DATE:** August 13, 2007

**SUBJECT:** Amendment #7 to Brown & Caldwell Design Contract for the  
Lighthouse Point Water Reclamation Facility

**SUBMITTING DEPT:** Public Works

**PREPARED BY:** \_\_\_\_\_

(Digital Signature)

**AGENDA LOCATION:** ☐ Comments/Communications; ☐ Consent; ☐ Committee Reports  
☐ Unfinished Business; ☒ Council Action Items; ☐ Public Hearing; ☐ Standing Committees

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**ATTACHMENTS:** 1) Draft Amendment #7 to Brown & Caldwell Design Contract

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**ANALYSIS / SUMMARY:** The design of the new Lighthouse Park Water Reclamation Facility is nearing completion and a number of concepts have been identified for better integration of the plant into Lighthouse Park. These involve additional design and some redesign effort on the part of the design team. These efforts include public restrooms, redesign of the odor control blowers and discharge configuration, and exterior architectural design elements including revision of the entrance and providing for a public access through the plant to the park beyond. Included in this amendment are additional services to be provided during the construction contract bid period by the consultant to maximize interaction with potential bidders and to increase the potential for favorable bids to the City. Also included is additional funding support for grant and loan applications and coordination with funding agencies. Finally this amendment includes additional project management due to the extended period of design and also for testimony in litigation of the former, terminated treatment plant project.

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**RECOMMENDATION:** ☒ Waive 2<sup>nd</sup> Reading:

Staff recommends that the City Council waive the second reading and authorize the City Manager to sign Amendment #7 with Brown & Caldwell for a total not to exceed \$281,940.00 for additional engineering design services through construction bidding. .

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**FISCAL ANALYSIS:** Funding for this amendment will come from the Wastewater Capital Fund.

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**REVIEWED BY:**

City Manager \_\_\_\_\_ Finance Director \_\_\_\_\_ City Clerk \_\_\_\_\_  
(Digital Signature) (Digital Signature) (Digital Signature)

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**COUNCIL ACTION:**

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: \_\_\_\_\_

**COUNCIL ACTION:** \_\_\_\_\_

**DRAFT**

**CITY OF BLAINE**  
**CONTRACT AMENDMENT #7**  
**TO**  
**PROFESSIONAL SERVICES AGREEMENT NO. S05-04**  
**Brown and Caldwell**

The contract between the City of Blaine (City) and Brown and Caldwell for consulting engineering services dated July 5, 2005 is hereby amended as follows:

**Item #1:** Section 1, Scope of Work is amended to include: additional funding assistance under Task 200; additional engineering effort under Task 500 to conduct the resultant re-design of equipment, structures, and systems required to implement City requested architectural, structural, and landscaping changes to better integrate that plant into Lighthouse Park; to provide additional design services for equipment, systems, and operating alternatives not included in the original scope of work; additional requested services to provide a pre-solicitation meeting and extended bid period services under Task 600; and to provide related project management of these additional services through the time of bid advertisement of the Lighthouse Point Water Reclamation Facility project, all as further detailed in the attached Exhibit A.

**Item #2:** **Section 2, Term:** Change contract completion date to May 31, 2008.

**Item #3:** **Section 3, Compensation:** The City shall pay the Consultant on a time-and-expenses basis not to exceed Fifty-Six Thousand Nine Hundred Dollars and No cents (\$56,900.00) for additional work under Task 100; Nineteen thousand Six Hundred Dollars and No cents (\$19,600.00) for additional work under Task 200; One Hundred Seventy-Six Thousand Nine Hundred Forty Dollars and No cents (\$176,940.00) for additional work under Task 500; and Twenty-Eight Thousand Five Hundred Dollars and No cents (\$28,500.00) for additional work under Task 600 for a total of Two Hundred Eighty-one Thousand Nine Hundred Forty Dollars and No cents (\$281,940.00). This revises the total contract amount not to exceed, without prior approval, to Two Million Nine Hundred Twenty-nine Thousand Nine Hundred Twenty-Six Dollars and 24 cents (\$2,929,926.24).

All work shall comply with City standards and be approved by the City prior to payment.

All other items, terms and conditions of the contract remain unchanged.

City of Blaine:

Consultant:

\_\_\_\_\_  
Gary R. Tomsic, City Manager

\_\_\_\_\_  
Principal, Brown & Caldwell

Attest:

Departmental Approval:

\_\_\_\_\_  
Sheri Sanchez, City Clerk

\_\_\_\_\_  
Stephen R. Banham, Public Works Director

**EXHIBIT A**  
**SCOPE OF WORK REVISIONS**  
**DETAILED DESCRIPTIONS**

**TASK 100      PROJECT MANAGEMENT**

**Objective.**      *Shall remain unchanged*

**Approach.**      *Add the following to Approach:*

1. Project Management Associated with Increased Design Scope and Project Duration -- The additional design effort associated with park integration requests requires additional coordination and project management effort. In addition, the original budget for project management anticipated a 20-month design project duration. To date the project duration is 24 months with a minimum of another five months anticipated. The following is the estimated cost impact for this additional work:

Subtotal	\$55,000
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2. Golder Lawsuit Support -- The consultant was asked to provide testimony on behalf of the City pertaining to the scope of the new treatment plant design. The following is the total labor hours and cost impacts for this additional work:

Subtotal	\$1,900
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**Work Products.**      *Shall remain unchanged*

**City Responsibilities.**      *Shall remain unchanged*

**TASK 200      SUPPORT SERVICES**

**Subtask 211      Funding Assistance**

**Objective.**      *Shall remain unchanged*

**Approach.**      *Add the following to Approach:*

1. Additional Funding Assistance Associated with Additional Funding Sources and Increased Project Duration -- At the City's request the Consultant has investigated funding from several other sources than originally scoped and investigated related funding application strategies, application requirements, and potential funds available. In addition, the original budget for the project anticipated funding assistance over a 20-month duration. To date the project duration is 24 months with a minimum of another five months anticipated. The following is the estimated cost impact for this additional work:

Subtotal	\$19,600
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**Work Products.**      *Shall remain unchanged*

**City Responsibilities.**      *Shall remain unchanged*

**TASK 500      DETAILED DESIGN****Various Subtasks** (See Items Below)**Objective.**      *Shall remain unchanged***Approach.**      *Add the following to Approach:***1. Additional Design Effort Associated with Park Integration**

- a. Effluent Water Feature <<Subtasks 512, 513, 514, 515, and 516>> -- The original detailed design scope identified a limited level of effort for providing some sort of water feature to highlight the water quality produced by this treatment process. Subsequent definition provided by the City identified specific details which exceed the original budget. The following is the estimated cost impact of this additional work:

Subtotal	\$16,300
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- b. Public Restroom Design Integration <<Subtask 512, 513, 514, and 515>> -- The original detailed design scope identified the need to incorporate into the design unspecified park integration elements. One of the items to be considered was a Public Restroom. During the detailed design process the City has identified incorporation of a public restroom as a community value and the designer has identified a effective means for incorporation into the design. The following is the estimated cost impact of this additional work:

Subtotal	\$14,540
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- c. Exterior Redesign <<Subtasks 511, 512, and 513>> -- In an effort to provide the most effective visual mitigation for this new plant located in Lighthouse Park, the consultant has provided various iterations of exterior design details with the City and the associated work effort exceeds the original scope of the design. The following is the estimated cost impact of this additional work:

Subtotal	\$17,800
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- d. Odor Control Ductwork Redesign <<Subtasks 513 and 514>> -- This additional work associated with minimizing both the visual and operational impact of the odor control system was in the form of meetings, process design calculations, architectural, and structural design. The following is the estimated cost impact of this additional work:

Subtotal	\$5,300
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- e. Structural and HVAC Redesign <<Subtasks 513 and 514>> -- At the City's request the Consultant was requested to change the grading of the site to the north of the plant, which occasioned a reassessment of geotechnical constraints, a re-examination of structural constraints and changes should the Parks integration re-grading require fill against the structure or fill deep enough to instigate site soils subsidence along the foundation permanent sheet piling. In addition, the City requested the Consultant modify the structural design and mechanical/HVAC designs to allow relocation of the plant entrance from the west side of the central courtyard to the Marine Drive frontage (south side) of the plant's east building. Finally, the City also requested the Consultant collaborate with the Parks' architect to provide a bridge or stairs structure and security walls in a north-south alignment across the aeration basin area of the plant to accommodate public foot

traffic from Marine Drive through to Marine Park and the proposed, new Lighthouse Park picnic area and trail. The following is the estimated cost impact of this additional work:

Subtotal	\$48,000
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## 2. Additional Subconsultant Design Effort Associated with Park Integration

- a. Civil/Site Redesign Effort <<Subtask 511>> -- At the City's request the Consultant, and subsequently the civil subconsultant, was requested to regrade and raise the grade of the site to the north of the plant, re-design the related stormwater runoff drainage features, and shift the location of the east parking rain garden. In addition the Consultant and subconsultant were asked to coordinate closely with the Parks architect to integrate the LPWRF civil design features into a still-developing Parks plan which includes re-specifying plant sidewalk and parking materials and features. The following is the estimated cost impact of this additional work:

Subtotal	\$27,000
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- b. Architectural Redesign Effort <<Subtask 512>> -- At the City's request the Consultant, and subsequently the architectural subconsultant, was requested to shift the location of the plant entrance and architectural tower feature, provide a secure public walkway across and through the plant working area, and reconfigure plant finishes and materials. Relocation of the plant entrance and related architectural tower feature requires reprogramming and re-design of the administration/ laboratory/operations building of the plant. The following is the estimated cost impact of this additional work:

Subtotal	\$48,000
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**Work Products.** *Shall incorporate these additional design elements.*

**City Responsibilities.** *Shall remain unchanged*

### **TASK 600 BID PERIOD SERVICES**

**Objective.** *Shall remain unchanged*

**Approach.** *Add the following to Approach:*

1. Pre-Solicitation Meeting – City requests the Consultant organize, facilitate and conduct a meeting to inform and solicit input from prospective construction contractors before the date of the public bid advertisement. The following is the estimated cost impact of this additional work:

Subtotal	\$8,500
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2. Extended Bid Period Services -- The City has requested that the bid advertisement for the project be extended to two months instead of the one-month duration originally scoped. The following is the estimated cost impact of this additional work:

Subtotal	\$20,000
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**Work Products.** *Shall remain unchanged*

**City Responsibilities.** *Shall remain unchanged*