

## **RESOLUTION NO. 2015 -077**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AMENDMENT 1 TO AN AGREEMENT WITH TELSTAR INSTRUMENTS FOR PRESSURE REDUCING VALVE CONTROLS FOR THE WATER TRANSMISSION MAIN – PROJECT NO. 2004-08**

**WHEREAS**, the City of Rohnert Park (City) is completing its Water Transmission Main Project which provides a cross-town transmission facility to deliver water at Sonoma County Water pressure to a planned, elevated storage tank in eastern Rohnert Park; and

**WHEREAS**, the City has maximized the value provided by this new facility by installing two new interties between the new transmission main and the existing water distribution system; and

**WHEREAS**, the new interties include two new pressure reducing valve stations to adjust the Sonoma County Water Agency's transmission system pressure to the same level as the City's normal water system distribution pressure; and

**WHEREAS**, the two new pressure reducing valve stations can be monitored by the City's Supervisory Control and Data Acquisition System (SCADA) system allowing City staff to monitor and make remote adjustments to the system which reduces the overall cost of operation; and

**WHEREAS**, the work required to install control system components and program the SCADA system is unique and specialized work that cannot be performed by the general contractor constructing the Water Transmission Main Project; and

**WHEREAS**, Telstar Instruments (Contractor) has maintained and modified the City's SCADA system in the past and has appropriate and unique qualifications to perform the unique and specialized work associated with connecting the new pressure reducing valves to the City's control system; and

**WHEREAS**, the City approved the original agreement by Resolution No. 2015-011 at its meeting of January 13, 2015, for the not-to-exceed amount of \$66,500; and

**WHEREAS**, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's purchasing policy, and;

**WHEREAS**, consistent with City of Rohnert Park Purchasing Policy Section 7.2, the City Council hereby finds that the Contractor meets the requirements for Sole Source purchasing as they perform a "complex and unique function" in terms of instrumentation and control system work because, by virtue of their extensive experience with the City's system, they understand the work required and are therefore in the best position to match the construction and programming

of the new components with the City's existing SCADA system, scope the project appropriately, and execute the work efficiently; and

**WHEREAS**, City has requested that Consultant perform additional work beyond the scope of the original agreement, specifically the addition of two (2) Uninterrupted Power Supplies (UPS) to the existing RTU cabinets and two (2) Pressure Indicating Transmitters (PIT) to the existing PRV vaults for an additional expense of \$16,543.17, for a total not-to-exceed agreement amount of \$83,043.17; and

**WHEREAS**, the City Council determined that the Project is exempt from the requirement of the California Environmental Quality Act (CEQA) pursuant to the following authorities: Public Resources Code section 21080.21 and section 15282(k) of the CEQA Guidelines for public right-of-way pipeline projects less than one mile in length because the Project involves construction of a water main approximately 4800 feet long entirely within the preexisting right of way of Rohnert Park Expressway.

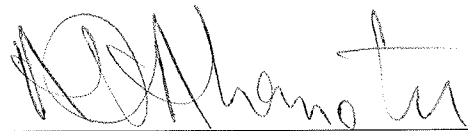
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that the above recitals are true and correct and material to this Resolution.

**BE IT FURTHER RESOLVED** that the City Council does hereby authorize and approve this First Amendment to the agreement with Telstar Instruments for the Pressure Reducing Valve Controls for the Water Transmission Main – Project No. 2004-08;

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

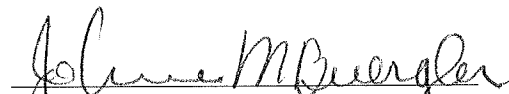
**DULY AND REGULARLY ADOPTED** this 28<sup>th</sup> day of April, 2015.

**CITY OF ROHNERT PARK**



Amy O. Ahanotu, Mayor

**ATTEST:**

  
JoAnne M. Buerger, City Clerk

CALLINAN: AYE MACKENZIE: AYE STAFFORD: AYE BELFORTE: AYE AHANOTU: AYE  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

**FIRST MENDMENT TO THE CONTRACT WITH TELSTAR INSTRUMENTS  
FOR PRESSURE REDUCING VALVE CONTROLS FOR THE WATER  
TRANSMISSION MAIN – PROJECT NO. 2004-08**

This First Amendment to the Agreement between the City of Rohnert Park (“City”) and Telstar Instruments (“Consultant”) for additional services (“First Amendment”) is entered into as of the 28<sup>th</sup> day of April, 2015, (“Effective Date”), by and between City and Consultant.

**RECITALS**

- A. City and Consultant are parties to that certain Agreement entitled “*Contract with Telstar Instruments for Pressure Reducing Valve Controls for the Water Transmission Main – Project No. 2004-08*” dated January 13, 2015, and authorized through Resolution No. 2015-011 approved by the City Council on January 13, 2015, for the amount of \$66,500.00.
- B. City and Consultant now desire to enter into this First Amendment to provide for additional work as described below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

1. Scope of Services. In addition to the services provided under the Agreement, Consultant shall provide additional services as described in the attached Exhibit A.
2. Compensation. Consultant shall perform the services described in this First Amendment for a total not-to-exceed amount of \$16,543.17 as described in the attached Exhibit B.
3. Agreement in Effect. Except as amended by this First Amendment, the Agreement shall remain in full force and effect.
4. Counterpart Signatures. This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the date first written above.

**CITY OF ROHNERT PARK:**

By: \_\_\_\_\_ / \_\_\_\_\_  
Darrin Jenkins, City Manager (Date)  
Per Resolution No. 2015-\_\_\_\_ adopted by the Rohnert Park  
City Council at its meeting of April 28, 2015.

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**TELSTAR INSTRUMENTS:**

By: \_\_\_\_\_ / \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

By: \_\_\_\_\_ / \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_



Contractor License #422364

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SALES & SERVICE**  
**SCADA • PLC/HMI • Telemetry • Calibration • Maintenance**

March 11, 2015

City of Rohnert Park, CA

**Sent via e-mail to: [rpedroncelli@rpcity.org](mailto:rpedroncelli@rpcity.org)**

Attn: Rick Pedroncelli

Subj: Rohnert Park Expressway – PRV Controls

Proposed Change Order #2 – Install Pressure Indicating Transmitters

Ref: 26678, PCO2

**PCO2 - SCOPE OF WORK**

1. Metering Site
  - a. No new work
2. PRV Sites, 2 each
  - a. Provide and install Pressure Indicating Transmitter (PIT) with integral block and bleed manifold, calibrated 0-200 PSI, with integral LCD display, wall mount bracket. Includes 5' braided stainless hose to existing process connection root valve (by others). See attached datasheets.
  - b. PIT will be wired to PLC spare analog input channel.
  - c. Labor includes: mechanical and electrical installation, calibration, testing, startup, as-built documentation, training, HMI & PLC programming.

Our price to perform this work per scope excluding tax is:

Labor .....	\$6,652.00
Materials .....	\$6,262.00
<b>Total (2 sites) .....</b>	<b>\$12,914.00</b>

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507  
4017 Vista Park Ct., **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096  
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



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March 11, 2015

City of Rohnert Park, CA

Sent via e-mail to: [rpedroncelli@rpcity.org](mailto:rpedroncelli@rpcity.org)

Attn: Rick Pedroncelli

Subj: Rohnert Park Expressway – PRV Controls

Proposed Change Order #1 – Install UPSs

Ref: 26678, PCO1

**PCO1 - SCOPE OF WORK**

1. Metering Site
  - a. No new work
2. PRV Sites, 2 each
  - a. Provide and install 120VAC UPS, 420VA. Provide and install simplex outlet and fusing to provide power to UPS.
  - b. Provide and install shelf for mounting of UPS. Shelf is to be made of 16 GA steel, painted white. This is a custom design made to fit the APC SC-420 UPS onto the existing back panel, within the existing RTU enclosure.
  - c. Labor includes: design, fabrication, installation, testing, as-built documentation, training. HMI/PLC programming not applicable.

Our price to perform this work per scope excluding tax is:

Labor .....	\$1,040.00
Materials .....	\$1,877.00
<b>Total (2 sites) .....</b>	<b>\$2,917.00</b>

<div>TELSTAR<div>INSTRUMENTS</div></div>														
Rohnert Park														
Project No. 2004-08      Job No. 26678														
SCHEDULE OF VALUES														
Pressue Reducing Valve Controls														
Original Contract Value \$60,414.00										#1	#2	#3		
										MAR 2015				
BID										Inv	Inv	Inv	BILLED	BALANCE
ITEM	DESCRIPTION	VALUE	Sales Tax 8.75%	Total Value	TOTAL BILLED TO DATE	CURRENT BILLING							TO DATE	TO BILL
1	Design Labor	\$ 5,920.00		\$ 5,920.00									0.00	5,920.00
2	Construction Materials	\$ 12,597.00	\$ 1,102.24	\$ 13,699.24									0.00	13,699.24
3	Construction Labor	\$ 41,897.00		\$ 41,897.00									0.00	41,897.00
ORIGINAL CONTRACT		\$ 60,414.00	\$ 1,102.24	\$ 61,516.24									0.00	61,516.24
Change Orders														
PCO-1	Install UPSs - Labor	\$ 1,040.00		\$ 1,040.00									0.00	1,040.00
PCO-1	Install UPSs - Material	\$ 1,877.00	\$ 164.24	\$ 2,041.24									0.00	2,041.24
PCO-2	Install Pressure Indicating Transmitters - Labor	\$ 6,652.00		\$ 6,652.00									0.00	6,652.00
PCO-2	Install Pressure Indicating Transmitters - Material	\$ 6,262.00	\$ 547.93	\$ 6,809.93									0.00	6,809.93
TOTAL CONTRACT VALUE INCLUDING PENDING CO		\$ 76,245.00	\$ 1,814.41	\$ 78,059.41						\$0.00	\$0.00	\$0.00	0.00	78,059.41