

ITEM 4.11

CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Approving Professional Services Agreements with Robertson-Bryan Inc., KPFF Consulting Engineers, and PACE for CIP WW 20-17 Surface Water Discharge Project and Related Budget Amendment

SUMMARY:

The Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River. This project is needed to minimize future sewer rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water.

The project is currently completing the environmental phase and transiting into the final design so that construction can start in the summer of 2021. Therefore, additional services from Robertson-Bryan Inc. (RBI), KPFF Consulting Engineers (KPFF), and PACE are needed to further advance the project design and permitting efforts with the Central Valley Regional Water Quality Control Board (CVRWQCB).

The table below summarizes the requested Professional Services Agreements (PSAs) with their respective project scope and cost:

Consultant	Scope	Cost
RBI	Amendment 1 - NPDES Permitting Support Services	\$67,460
KPFF	Amendment 2 - River Discharge Outfall Design and Construction Admin Services	\$142,100
PACE	Agreement - CTF Modifications Design Services	\$214,670
	PSA's subtotal	\$424,230
	10% Contingency	\$42,423
	Total	\$466,653

Staff is recommending Council approve the additional PSAs with RBI, KPFF and PACE. Sufficient funds were not included in the adopted Fiscal Year 20/21 budget; therefore, staff is requesting a related budget amendment in the amount of \$424,230 and a 10% contingency in the amount of \$42,423 for a total cost not to exceed \$466,653 to transfer funds from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17.

CITY MANAGER'S REPORT **PAGE 2**
DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17
SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

BACKGROUND:

Wastewater from the City of Lathrop is treated at two separate facilities, the City of Manteca's Wastewater Quality Control Flow (WQCF) and the LCTF. Treated wastewater effluent from the Manteca WQCF is primarily disposed of via discharge to the San Joaquin River. Treated wastewater effluent from the LCTF is currently discharged to land via ponds and sprayfields. LCTF effluent disposal and reuse is regulated by the Central Valley Regional Water Quality Control Board (CVRWQCB).

In April 2017, City staff initiated discussions with the Central Valley Water Board staff regarding obtaining a National Pollutant Discharge Elimination System (NPDES) permit for a surface water discharge as a means of disposing of CTF effluent in the future.

On January 14, 2019, Council approved an agreement with Robertson-Bryan, Inc. to prepare reports to support Environmental Review and NPDES Permitting of a LCTF Surface Water Discharge for a cost of \$74,939.

On June 10, 2019, Council approved Task Order No. 2 with Ascent Environmental, Inc. to prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287.

On October 14, 2019, Council approved the creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge project, and approved an initial project budget of \$250,000.

On April 13, 2020, Council approved ratification of Professional Services Agreements (PSAs) with Ascent for a cost of \$574,446 and with KPFF Consulting Engineers for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet the project CEQA requirements.

On July 13, 2020, Council approved PSAs with Ascent, RBI, and EKI for a cost of \$407,418 to further advance the project design and permitting efforts with the CVRWQCB.

Obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants, multiple permitting agencies, and, eventually, construction contractors. Staff has worked closely with the CVRWQCB and made substantial progress over the past two years.

REASON FOR RECOMMENDATION:

The ability to dispose of effluent from the LCTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows to increase and land becomes unavailable for the storage and disposal of recycled water.

CITY MANAGER’S REPORT **PAGE 3**
DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17
SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

Additional services from RBI, KPFF, and PACE are needed to further advance the project design and permitting efforts with the CVRWQCB.

FISCAL IMPACT:

The table below summarizes additional Professional Services Agreements (PSAs) and the associated cost needed to further advance the Surface Water Discharge Project:

Consultant	Scope	Cost
RBI	Amendment 1 - NPDES Permitting Support Services	\$67,460
KPFF	Amendment 2 - River Discharge Outfall Design and Construction Admin Services	\$142,100
PACE	Agreement - CTF Modifications Design Services	\$214,670
	PSA’s subtotal	\$424,230
	10% Contingency	\$42,423
	Total	\$466,653

Funds approved in the Surface Water Discharge Project CIP WW 20-17 in fiscal year 2020/2021 are insufficient to further advance this project. Therefore, staff is requesting City Council approve a budget amendment transferring \$424,230 and a 10% contingency in the amount of \$42,423 for a total cost not to exceed \$466,653 from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17 as follows:

Increase Transfer Out 6030-9900-990-9010		\$466,653
Increase Transfer In 6090-9900-393-0000	WW 20-17	\$466,653
Increase Appropriation 6090-8000-420-83-00	WW 20-17	\$466,653

ATTACHMENTS:

- A. Resolution Approving Professional Services Agreements with Robertson-Bryan Inc., KPFF Consulting Engineers, Inc., and PACE for CIP WW 20-17 Surface Water Discharge Project and Related Budget Amendment
- B. Amendment No. 1 to Professional Services Agreement with Robertson-Bryan Inc. to Provide Additional NPDES Permitting Support Services for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20-17

DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

**APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17
SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT**

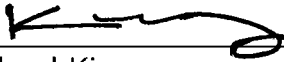
- C. Amendment No. 2 to Professional Services Agreement with KPFF to Provide River Discharge Outfall Design and Construction Administration Services for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20 17

- D. Professional Services Agreement with PACE for Modifications Design Services for the Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20-17

DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17
SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

APPROVALS:



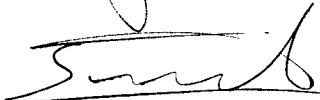
Michael King
Public Works Director

12-2-2020
Date



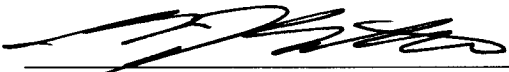
Cari James
Finance & Administrative Services Director

12/7/2020
Date



Salvador Navarrete
City Attorney

12-3-2020
Date



Stephen J. Salvatore
City Manager

12.7.2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH ROBERTSON-BRYAN INC., KPFF CONSULTING ENGINEERS, AND PACE FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

WHEREAS, the CIP WW 20-17 Surface Water Discharge project was created to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (CLRWQCB) to allow discharge of tertiary treated effluent from the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River; and

WHEREAS, the ability to dispose of effluent from the LCTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows to increase and land becomes unavailable for the storage and disposal of recycled water; and

WHEREAS, on January 14, 2019 Council approved an agreement with Robertson-Bryan, Inc. (RBI) to prepare reports to support Environmental Review and NPDES Permitting of a CTF Surface Water Discharge for a cost of \$74,939; and

WHEREAS, on June 10, 2019 Council approved Task Order No. 2 with Ascent Environmental, Inc. (Ascent) to Prepare the Phase 1 California Environmental Quality Act (CEQA) Documents for the Surface Water Discharge Project for a cost of \$91,287; and

WHEREAS, on October 14, 2019, Council approved the creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge project and approved an initial project budget of \$250,000; and

WHEREAS, on April 13, 2020, Council approved ratification of Professional Services Agreements (PSAs) with Ascent for a cost of \$574,446 and with KPFF Consulting Engineers for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet the project CEQA requirements; and

WHEREAS, On July 13, 2020, Council approved PSAs with Ascent, RBI, and EKI for a cost of \$407,418 to further advance the project design and permitting efforts with the Central Valley Regional Water Quality Control Board (CVRWQCB); and

WHEREAS, additional services from Robertson-Bryan Inc. (RBI), KPFF and PACE are needed to further advance the project design and permitting efforts with the CVRWQCB; and

WHEREAS, the table below summarizes the requested Professional Services Agreements (PSAs); and

Consultant	Scope	Cost
RBI	Amendment 1 - NPDES Permitting Support Services	\$67,460
KPFF	Amendment 2 - River Discharge Outfall Design and Construction Admin Services	\$142,100
PACE	Agreement - CTF Modifications Design Services	\$214,670
	PSA's subtotal	\$424,230
	10% Contingency	\$42,423
	Total	\$466,653

WHEREAS, sufficient funds were not included in the adopted Fiscal Year 20/21 budget and staff is requesting City Council approve a budget amendment transferring \$466,653 from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17 as follows:

Increase Transfer Out 6030-9900-990-9010	(Wastewater Connection Fee)	\$466,653
Increase Transfer In 6090-9900-393-0000	(Wastewater CIP WW 20-17)	\$466,653
Increase Appropriation 6090-8000-420-83-00	(Wastewater CIP WW 20-17)	\$466,653

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Professional Services Agreements with RBI for a cost of \$67,460, with KPFF for a cost of \$142,100 and with PACE for a cost of \$214,670 in order to further advance project design and permitting efforts with the Central Valley Regional Water Quality Control Board (CVRWQCB) for the CIP WW 20-17 Surface Water Discharge project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment in the amount of \$466,653 to transfer funds from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% contingency in the amount of \$42,423 for a total budget of \$466,653 and authorizes staff to spend the contingency as necessary to achieve goals of the project.

The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 1

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
ROBERTS-BRYAN, INC. DATED JULY 13, 2020**

**TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE
SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17**

THIS CONTRACT AMENDMENT (hereinafter “AMENDMENT NO. 1”) to the agreement between Robertson-Bryan, Inc. and the City of Lathrop dated July 13, 2020, (hereinafter “AGREEMENT”) dated for convenience this **14th day of December 2020**, is by and between **Robertson-Bryan, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Engineering Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT and CITY entered into an AGREEMENT to provide Engineering Consulting Services for the Surface Water Discharge Project – CIP WW 20-17, dated July 13, 2020; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit “A” for Amendment No. 1 for additional Engineering Consulting Services in support to the Surface Water Discharge Project – CIP WW 20-17; and

WHEREAS, CONSULTANT is willing to render such Engineering Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AMENDMENT NO. 1 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” in addition to the scope of work in the original AGREEMENT dated July 13, 2020. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 1
WITH ROBERTSON-BRYAN, INC. FOR CIP WW 20-17

(2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional sum not to exceed **\$67,460** for the Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) **Effective Date and Term**

The effective date of AMENDMENT NO. 1 is **December 14th, 2020**, and it shall terminate no later than **June 30, 2022**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) **Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated July 13, 2020 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

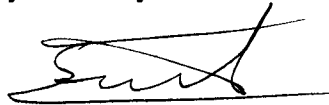
(5) **Signatures**

The individuals executing this AMENDMENT NO. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 1 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 1
WITH ROBERTSON-BRYAN, INC. FOR CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



12-3-2020

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Robertson-Bryan, Inc.
9888 Kent St.
Elk Grove, CA 95624

Fed ID # _____
Business License # **20647**

Signature

Date

(Print Name and Title)



October 16, 2020

DELIVERED BY EMAIL

Mr. Michael King
Public Works Director
City of Lathrop
390 Town Center Dr
Lathrop, CA 95330

Subject: Proposal to Provide Professional Services in Support of Obtaining a New NPDES Permit for the Consolidated Treatment Facility (CTF) to Allow Surface Water Discharge

Dear Michael:

Robertson-Bryan, Inc. (RBI) has prepared this proposal to provide professional services to the City of Lathrop (City) in support of obtaining a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (Central Valley Water Board) that will authorize effluent discharge from the City's Consolidated Treatment Facility (CTF) to the San Joaquin River. This proposal included the continuation of ongoing services as well as new services need to support the NPDES permitting process. RBI's scope and budget for providing these services are provided below.

I. BACKGROUND

The City is currently preparing documentation for a surface water discharge of CTF treated effluent into the San Joaquin River. The CTF treats effluent to "disinfected tertiary 2.2" criteria for use as recycled water and land application (i.e., currently no surface water discharge). Disinfected tertiary 2.2 recycled water is wastewater that has been treated to achieve a total coliform concentration of less than 2.2 most probable number (MPN) per 100 mL (MPN/100mL). Because of anticipated growth in the City, land areas for land application will be converted into entitled developments. This will reduce the amount of available land for application of treated effluent and requires the City to develop a surface water discharge project.

RBI has been extensively involved in the document preparation for the surface water discharge project. As part of these efforts, we have collected effluent quality data at the CTF and provided technical advisory services. We recommend continuing to collect temperature data at the CTF until an NPDES permit has been issued. Also, we recommend setting aside funding for RBI technical advisory services so that we may continue to provide these services to address issues that may arise through the NPDES permitting process, require timely resolution, and are not currently funded in another contract.



In addition, as part of our past effluent quality characterization work, we observed trihalomethane (THM) concentrations in CTF effluent that are approximately double the levels observed in other Central Valley dischargers' effluents that are disinfected using chlorine. RBI has experience with other Central Valley land application dischargers that produce disinfected tertiary recycled water. We recognize that because THM concentrations are not a concern for land application dischargers, these treatment plants, like the CTF, often do not optimize the use of chlorine and contact time to achieve total coliform concentrations of 2.2 MPN/100 mL while also minimizing THM levels in treated effluent.

THM generation results from the interaction of chlorine, used for disinfection, with the organic material and bromide in the effluent. As the combination of chlorine dose and contact time for disinfection increase, effluent THM concentrations also increase. Optimization of the chlorine disinfection process identifies the minimum amount of dose and contact time that is needed to provide adequate disinfection and minimizes THM production.

As the City pursues the surface water discharge and the associated NPDES discharge permit, it will be vital to demonstrate to the Central Valley Water Board that the City has taken appropriate steps to minimize THM production in the treatment process. It is important for the City to demonstrate this to the Central Valley Board in the near future for several reasons. First, the City will need a mixing zone granted in its initial NPDES permit for THMs, and permitting staff may not be willing to provide large enough mixing zones for the current THM levels, based on their knowledge of lower THM levels in other chlorination plant effluents. Second, once an NPDES permit is issued, the City will be held to maximum THM effluent limits. Modification of chlorine dose and contact time to reduce effluent THM levels is best performed prior to being held to specific THM limitations in the effluent. This is because failure to comply with effluent THM limitation in the new NPDES permit could result in fines imposed by the Central Valley Water Board for permit violations. Finally, the City needs to know if they can successfully reduce effluent THM levels if Central Valley Water Board permitting staff request them to do so.

RBI's scope of work and budget for the services identified above are provided below.

I. SCOPE OF WORK

TASK 1: CONTINUED CTF TEMPERATURE MONITORING

It is important for RBI to continue collecting CTF effluent temperature data to support NPDES permit renewal. Compliance with permitted temperature limitations that derive from the State Thermal Plan will be a key concern of NPDES permit writers. Consequently, having a robust effluent temperature data set to support our Report of Waste Discharge (ROWD) analyses and any compliance-related concerns that permit writers may have, even after submittal of the ROWD, is important. This will be accomplished by continuing to use Onset™ data loggers to record hourly effluent temperature at the CTF. RBI staff will travel once per month to the CTF to download data from the Onset loggers using a HOB0 waterproof shuttle. RBI will download data from the shuttle into an MS Excel spreadsheet



and review the data for abnormalities (e.g., outliers, air temperature readings). This scope of work is to continue monitoring through October 2021, which is the anticipated NPDES permit adoption date.

TASK 2: ON-CALL TECHNICAL ADVISORY SERVICES

Funding for this task will enable RBI staff to provide timely services to address issues as they arise and as directed by City staff. Services to be provided under this task may include, but would not be limited to, the following.

- Art O'Brien, Principal Engineer at RBI, to serve as a Technical Advisor to the City for development/refinement of the engineering elements of the CTF surface water discharge project through NPDES permit issuance.
- Additional meetings, conference calls, or calculations requested by Central Valley Water Board NPDES permitting staff and/or management that are not scoped or budgeted in our permitting contract with the City.
- Other technical analyses or data collection to further develop the NPDES permit application, should such requests be made by Central Valley Water Board NPDES permitting staff.
- Review of revised, expanded capacity WDRs.
- Other services as needed and directed by City staff.

TASK 3: EFFLUENT DISINFECTION AND THM LEVEL EVALUATION

SUBTASK 3A: SITE VISIT

RBI will visit the CTF and meet with the operators to obtain a better understanding of the chlorine disinfection process, discuss the need for reduction of THM concentrations, and to understand any constraints and challenges with the disinfection process. During the site visit, RBI would like to review disinfection process data, including chlorine doses and contact times. We will request appropriate data for further analysis.

SUBTASK 3B: REVIEW OF DATA

RBI will review the data collected during the site visit, along with the monthly discharge reports submitted to the Central Valley Board. RBI will summarize the information in tables and charts and meet with the City and operators via a conference call to discuss our initial findings.



SUBTASK 3C: PREPARE TESTING PLAN

Based on RBI's review of the data and the conference call described in Task 2, RBI will prepare a testing plan that prescribes a process to evaluate the appropriate combination of dose and contact time that will achieve Title 22 disinfection requirements and reduce effluent THM concentrations. The testing plan will prescribe a procedure to facilitate evaluation of various combinations of chlorine dose and contact time. Each scenario testing will involve analysis of Total Coliform and THMs to determine the effectiveness of the test scenario in meeting Title 22 disinfection requirements and reducing THM production.

A draft testing plan will be provided to the City for review in Microsoft Word format, with any appendices provided in PDF format. RBI will revise the testing plan based on the City's review, and will issue a final testing plan in PDF format, complete with any appendices.

SUBTASK 3D: TESTING PLAN IMPLEMENTATION

RBI will work with the City and operators to develop a schedule for implementation of the Testing Plan, and will coordinate with the City and operators on procurement of any necessary instrumentation, sample collection bottles, and testing supplies. RBI staff will be on-site at the CTF during the first day of implementation of the Testing Plan to ensure the Testing Plan is implemented appropriately, revise the testing procedure where appropriate, and to assist operations staff with any questions regarding the testing procedure. For the remainder of the testing process, RBI staff will be available by phone, unless requested to be on-site to assist operations staff. This task effort by RBI assumes that sampling and testing will be done by the City and/or the CTF.

SUBTASK 3E: REVIEW TEST RESULTS

As the testing is underway, RBI will routinely contact operations staff to request ongoing results, and will review and comment accordingly. Additionally, RBI will review all laboratory results associated with the testing. RBI will prepare a summary of the results and discuss any pertinent preliminary findings to the City. Phone call and/or conference calls will be initiated by RBI as needed.

SUBTASK 3F: PREPARE TECHNICAL MEMORANDUM

RBI will prepare a draft technical memorandum (TM) summarizing the findings from the testing for City and operator review. The draft TM will be provided in Microsoft Word format, with any appendices provided in PDF format. RBI will meet with the City and operators, either in person or via conference call, to discuss the findings presented in the TM, any revisions from the City, and develop any recommendations to include in the final TM. A final TM will be prepared, incorporating the City's review and outcomes of the meeting, and will be provided to the City in PDF format, complete with any attachments.

Mr. Michael King
City of Lathrop
October 16, 2020
Page 5



TASK 4: PROJECT MANAGEMENT

This task provides hours for our Project Manager and Partner, Art O'Brien, P.E., to oversee and direct RBI staff efforts on Task 3, to hold key conversations with City staff when needed, and to review interim work products. Our Managing Partner, Michael Bryan, Ph.D., will continue to provide his technical expertise and oversight on all tasks. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, budget and schedule tracking, and other duties to coordinate/administer the project.

Additional Assumptions of this Scope of Work

The level of effort for this scope is limited to the hours budgeted. Should additional services be requested, or should analyses of greater scope or depth than identified and budgeted herein be required, RBI will notify the City to discuss the extent of any out-of-scope services needed/requested. Should out-of-scope services be requested by the City, RBI will submit a supplemental scope and fee proposal for those services.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI will complete the scope-of-work on a time-and-materials basis, with an authorized budget for as shown in **Attachment 1**. We will not exceed the authorized budget amount without written authorization. Attachment 1 provides an estimated breakdown of the total budget by task. RBI will invoice the City monthly according to its 2020 rates (**Attachment 2**) for all RBI work activities completed in the period October through December 15, 2020. RBI typically adjusts rates in mid-December each year and will invoice the City monthly according to the 2021 rate schedule for RBI work activities completed during the period December 16, 2020 through October 2021.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 714-1802. We look forward to continuing to assist the City with its NPDES permit compliance and facility project needs.

Sincerely,

A handwritten signature in black ink that reads 'Michael D. Bryan'.

Michael Bryan, Ph.D.
Managing Partner

Attachment 1: RBI Budget

Mr. Michael King
City of Lathrop
October 16, 2020
Page 6



Attachment 2: 2020 Fee Schedule

ATTACHMENT 1

RBI BUDGET

Robertson-Bryan, Inc.							
	Managing Partner	Partner	Senior Scientist I	Project Scientist III	Project Engineer III	Staff Engineer II	RBI Subtotal
PROFESSIONAL SERVICES							
Task 1: Continued CTF Temperature Monitoring	3			40		16	\$ 12,218
Task 2: On-Call technical Advisory Services	16	16	10		10		\$ 13,992
Task 3: Prepare Testing Plan							\$ 34,690
Subtask 3A: Site Visit		8			8		\$ 4,072
Subtask 3B: Review Data		2			4	8	\$ 2,822
Subtask 3C: Prepare Testing Plan		4			20	12	\$ 7,524
Subtask 3D: Testing Plan Implementation	2				16	4	\$ 4,716
Subtask 3E: Review Test Results	2	4			12	12	\$ 6,416
Subtask 3F: Prepare Technical Memorandum	2	8			16	16	\$ 9,140
Task 7: Project Management	8	8			6		\$ 6,060
Total Hours:	33	50	10	40	92	68	
Rate:	\$ 302	\$ 295	\$ 230	\$ 214	\$ 214	\$ 172	
Labor Subtotal:	\$ 9,966	\$ 14,750	\$ 2,300	\$ 8,560	\$ 19,688	\$ 11,696	\$ 66,960
DIRECT EXPENSES							
Mileage		\$ 500.00					
TOTAL BUDGET		\$ 67,460					

ATTACHMENT 2

2020 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
◆ Managing Partner	\$302.00
◆ Partner	\$295.00
◆ Principal Engineer/Scientist	\$287.00
◆ Resource Director	\$259.00
◆ Associate	\$247.00
◆ Senior Engineer/Scientist II	\$242.00
◆ Senior Engineer/Scientist I	\$230.00
◆ Project Engineer/Scientist III	\$214.00
◆ Project Engineer/Scientist II	\$205.00
◆ Project Engineer/Scientist I	\$185.00
◆ Staff Engineer/Scientist II	\$172.00
◆ Staff Engineer/Scientist I	\$157.00
◆ Technical Analyst	\$151.00
◆ Graphics/GIS	\$138.00
◆ Laboratory Compliance Specialist	\$134.00
◆ Administrative Assistant	\$99.00
◆ Intern	\$64.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

AMENDMENT NO. 2

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
KPFF CONSULTING ENGINEERS, INC. DATED NOVEMBER 13, 2019**

**TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE
SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17**

THIS CONTRACT AMENDMENT (hereinafter “AMENDMENT NO. 2”) to the agreement between KPFF Consulting Engineers, Inc. and the City of Lathrop dated November 13, 2019, (hereinafter “AGREEMENT”) dated for convenience this **14th day of December 2020**, is by and between **KPFF Consulting Engineers, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Engineering Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT and CITY entered into an AGREEMENT to provide Engineering Consulting Services for the Surface Water Discharge Project – CIP WW 20-17, dated November 13, 2019; and

WHEREAS, CONSULTANT and CITY entered into Contract Amendment No. 1 to the AGREEMENT to provide additional Engineering Consulting Services for the Surface Water Discharge Project – CIP WW 20-17, dated February 19, 2020; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit “A” for Amendment No. 2 for additional Engineering Consulting Services in support to the Surface Water Discharge Project – CIP WW 20-17; and

WHEREAS, CONSULTANT is willing to render such Engineering Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AMENDMENT NO. 2 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 2
WITH KPFF CONSULTING ENGINEERS, INC. FOR CIP WW 20-17

CONSULTANT agrees to perform Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” in addition to the scope of work in the original AGREEMENT dated November 13, 2019. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

(2) Compensation. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional sum not to exceed **\$142,100** for the Engineering Consulting Services set forth in Exhibit “A”. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 1 is **December 14th, 2020**, and it shall terminate no later than **June 30, 2022**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated November 13, 2019 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

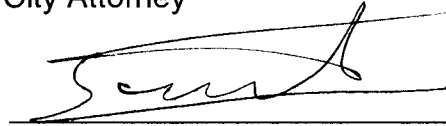
(5) Signatures

The individuals executing this AMENDMENT NO. 2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 2 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 2
WITH KPFF CONSULTING ENGINEERS, INC. FOR CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



12-3-2020

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

KPFF Consulting Engineers, Inc.
2250 Douglas Blvd., Suite 200
Roseville, CA 95661
Phone: (916) 772-7688

Federal ID # _____
Business License # **20730**

Signature

Date

(Print Name and Title)



October 30, 2020

Mr. Michael King

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Re: City of Lathrop – Recycled Water Discharge
Proposal for 100% Design Services
KPFF Job 1900-235

Dear Michael:

Per our discussions, here is our additional services proposal summarizing our fees to date and our expected fees to complete 100% construction documents, provide construction administration services and supplemental project management services.

PROJECT DESCRIPTION

The project consists of providing engineering services in support of the City's effort in obtaining environmental clearance to repurpose an existing San Joaquin River outfall located along Sadler Oak to discharge treated effluent from the Consolidated Treatment Facility (CTF).

STATUS OF TASKS 1 THROUGH 7 FROM OUR ORIGINAL APRIL 8, 2020 CONTRACT

KPFF was approved for a \$322,000 hourly contract with the City of Lathrop on April 8, 2020 to complete 30% Construction Documents. Our proposal was separated into tasks. Shown below is a statement of where we are with each task and the additional scope of work that will be required to develop 100% construction documents and provide services through construction administration.

Task 1b – Locate and investigate existing 20-inch pipe east of I5

We completed a good portion of this scope of work, including locating the pipe and preparing to remove the water within it utilizing our subconsultant, Nor-Cal pipe. The City has decided that they will remove the water and investigate the pipe on the north side of I5 with their own teams. We will need to adjust our 30% drawings based on what those teams discover and then possibly develop bid alternates for the contractor if the pipe needs to be repaired or replaced.

Task 1b Fee:	\$60,000
Spent to date:	- \$31,800
Expected Fee to develop notes and bid alternates:	- <u>\$15,000</u>
Fee Remaining:	\$13,200

Mr. Michael King, City of Lathrop
Recycled Water Discharge – 100% Design
KPFF Job 1900-235
October 30, 2020
Page 2

Task 3 - Survey

We completed our survey work along the route of the pipe between the CTF and the San Joaquin River. We added a bathymetric survey to our scope of work utilizing a subconsultant. This work was necessary to provide design data for our design teams and for RBI to model the river.

We have not completed our survey work at the CTF. We no longer expect this service will be required of us, but will instead be performed by your subconsultant, PACE.

Task 3 Fee:	\$56,000
Spent to date:	- <u>\$31,400</u>
Fee Remaining:	\$24,600

Task 4 - Piping Route Plan and Profile

We have completed our 30% design drawings for the pipe from the CTF to the river. These plans will be used in the Environmental Impact Report.

Task 4 Fee:	\$50,000
Spent to date:	- <u>\$32,800</u>
Fee Remaining:	\$17,200

Task 5 - Outfall Preliminary Design

We completed 65% design drawings for submittal to the CVFPB. While it was not a part of our original scope of work, we also hired EnGeo as a subconsultant to provide a geotechnical report for the outfall project.

We have continued our design efforts to further the development of the concrete structure at the outfall. We would like to continue and develop design criteria for the coffer dam and obtain feedback from local contractors so we can be ready to start 100% design efforts after the first of the year.

Task 5 Fee:	\$50,000
Spent to date:	- <u>\$70,800*</u>
Fee Remaining:	(\$20,800)

*Note that \$12,100 of this effort has appeared on Task 6 in our invoices.

Mr. Michael King, City of Lathrop
Recycled Water Discharge – 100% Design
KPFF Job 1900-235
October 30, 2020
Page 3

Task 6 - Modifications to the CTF

We have completed 30% design drawings for the CTF modifications. We understand that future design phases at the CTF will be designed by another consultant. Note that our scope of work for the 30% design did not include hiring an electrical designer.

Task 6 Fee:	\$35,000
Spent to date:	- <u>\$16,800</u>
Fee Remaining:	\$18,200

Task 7 – Supplemental Project Management Services

We are providing supplemental project management services in support of City staff related to developing the EIR document and we expect these services to continue through the end of February, 2021.

Task 7 Fee:	\$79,000
Spent to date:	- \$18,500
Expected Fee through Feb, 2021:	- <u>\$30,000</u>
Fee Remaining:	\$30,500

FUTURE TASKS TO COMPLETE 100% CDs + CA

Task 8 – 100% Construction Documents for Pipeline

Fee = \$35,000

We will take our 30% design to 100% design for the pipeline between the CTF and the outfall. We will assume that the existing LOF pipe will be reused, but we will need to develop contingency plans for what to do if the selected contractor finds that the pipe cannot be reused.

Our work will include modifying City standard specifications for the project. We will submit our design for review to the City and respond to comments. We expect the contractor will be responsible for traffic control plans and approvals.

Note that we have not included scope of work for design at the CTF since we understand this will be done by PACE as part of a separate permit package.

Mr. Michael King, City of Lathrop
Recycled Water Discharge – 100% Design
KPFJ Job 1900-235
October 30, 2020
Page 4

Task 9 – 100% Construction Documents for Outfall

Fee = \$55,000

We will take our 65% outfall drawing to 100% complete. Our drawings will provide design criteria for the coffer dam, but we anticipate that work to be a design-build item by the contractor.

Task 10 – Construction Administration Services

Fee = \$85,000

Our civil and structural engineering staff will provide construction administration services during construction. This will include conducting site visit to observe the construction, reviewing submittals and responding the contractor's questions. These services will occur from approximately June through December of 2021.

Our scope of work does not include providing geotechnical inspections or observations during construction. We anticipate the City will hire the inspectors for the project.

Task 11 – Supplemental Project Management

Fee = \$50,000

We will provide supplemental project management services in support of City staff from March 2021 through December 2021. This fee is derived from assuming 10 months of work at an average of approximately 7 hours per week.

Mr. Michael King, City of Lathrop
Recycled Water Discharge – 100% Design
KPFF Job 1900-235
October 30, 2020
Page 5

FEE

We propose to accomplish the scope of work noted on an hourly basis per the attached hourly rate sheet. We will bill for our services monthly based on the hours worked. Shown below is an estimate of our fees by phase for this project.

<i>Task</i>	<i>Fee Estimate</i>
Task 8 – 100% CDs for pipeline	\$35,000
Task 9 – 100% CDs for Outfall	\$55,000
Task 10 – Construction Administration Services	\$85,000
Task 11 – Supplemental Project Management Services	<u>\$50,000</u>
Total Fees Requested	225,000
Expected Fees Remaining from April 8, 2020 Contract	<u>(\$82,900)</u>
Total Additional Fee Required	\$142,100

TERMS AND CONDITIONS

Terms and conditions shall be per our original April 8th, 2020 contract with the City.

SUMMARY

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Dan Allwardt, S.E.
Managing Principal

Attachments

Accepted By:

Name

Title

Mr. Michael King, City of Lathrop
Recycled Water Discharge – 100% Design
KPFF Job 1900-235
October 30, 2020
Page 6

Attachment A

**SACRAMENTO
HOURLY RATE SCHEDULE
KPFF CONSULTING ENGINEERS
2020**

PRINCIPAL-IN-CHARGE / ENGINEER OF RECORD	\$195
PROJECT MANAGER / SENIOR ENGINEER OR SURVEYOR	\$170
PROJECT ENGINEER / SURVEYOR.....	\$140
DESIGN ENGINEER / SURVEYOR	\$120
SENIOR DRAFTER / MODELER.....	\$120
DRAFTER / MODELER / SCHEDULER	\$95
SURVEY PARTY CHIEF (w/equipment in the field)	\$185 / \$235*
SURVEY FIELD TECHNICIAN (w/ Party Chief in the field)	\$85 / \$110*

* Regular Rate / Prevailing Wage Rate

Note:

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC.

**FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT
CIP WW 20-17**

THIS AGREEMENT, dated for convenience this **14th day of December, 2020**, is by and between **Pacific Advanced Civil Engineering, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Engineering Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$214,670**, for the Professional Engineering Consulting Services set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **December 14th, 2020**, and it shall terminate no later than **June 30, 2022**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit “A” to City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT’S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Andrew Komor, PE, Vice President**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(10) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE
LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE
LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE
LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(11) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre
 Lathrop, CA 95330

Copy to: City of Lathrop
 Department of Public Works
 390 Towne Centre
 Lathrop, CA 95330
 MAIN: (209) 941-7430
 FAX: (209) 941-7449

To Consultant: Pacific Advanced Civil Engineering, Inc.
 17520 Newhope Street, Suite 200
 Fountain Valley, CA 92708

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE
LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

Phone: (714) 481-7300

Fax: (714) 481-7299

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE
LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE
LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney’s fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written “Notice to Proceed” from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

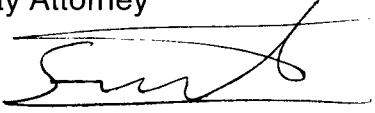
(19) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE
LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



12-3-2020

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708

Fed ID # _____
Business License # **20319**

Signature

Date

Print Name and Title



December 7, 2020

(Revised from November 16, 2020, May 8, 2020, March 12, 2020, and February 26, 2020)

Ken Reed
Sr. Construction Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Phone (209) 941-7363

**Re: Lathrop CTF Dechlorination
Professional Engineering Services Proposal**

B647

Dear Ken,

Based on our discussion this week, we have updated our proposal herein to include design of a process/piping configuration to only send dechlorinated water to the Crossroads Station which is intended to be pumped to the River. Instead of using the Crossroads Station to discharge to the LAS3 percolation ponds, a new automated connection shall be provided from the discharge of the S5 pump station and/or a gravity connection from the existing chlorine contact basin discharge box, through a new connection to the existing pipe on Christopher Way. An out of compliance valve shall be provided on the discharge of the Crossroads' station to discharge back to S5 in the event that water quality is not in compliance. Also, Crossroads Recycled Ponds B and C shall also be plumbed to the Crossroads Recycled Station.

This proposal is a progression from site visits 2/20 and 2/21, and a revised draft proposal March 12, 2020, May 8, 2020, and November 6, 2020. This proposal does not include services during construction or controls integration.

PACE is pleased to provide our proposal for engineering services for the **Lathrop CTF Dechlorination** project. Attached are our Scope of Services, Compensation, Hourly Rate Schedule and Provisions. We appreciate the opportunity to be of service to the **City of Lathrop** and look forward to the successful completion of this project. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Komor".

Andy Komor, PE
Vice President – Environmental Water Division
TTK/sm

Enclosures: Scope of Services, Compensation, Hourly Rate Schedule and Provisions.

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

LATHROP CTF DECHLORINATION DESIGN

#B647

OBJECTIVE:

Based on site meetings on 2/19/20 and 2/20/20, the City will proceed with improvements to the CTF to allow flexible discharge of treated recycled water. This will include a new direct connection from the downstream of the existing chlorine contact basin, to a new dechlorination box that will be connected to a future second chlorine contact basin, and ultimately connected to a new +/-18-24" dechlorination pipe to the existing Crossroads Recycled Water Pump Station. The Crossroads Recycled Water Pump Station will solely function to discharge water to the river when water quality is in compliance. When water quality is not in compliance, discharge shall be routed back to the S5 storage reservoir. When river pumping is not called for, recycled water will backup intentionally and flow to S5 for storage and reuse. The existing chlorine contact box and/or S5 discharge pump station shall have a new automated connection and flowmeter to the LAS3 percolation basins for pumped discharge to that location.

New core-drilled piping connections to the existing post-chlorine box shall be provided with new piping to a new dechlorination box (configured to receive future chlorine contact basin flows), and from there low piping shall be provided to flow by gravity to the existing Crossroads Recycled Station. The Crossroads Recycled Station shall also have new suction pipe connections and valves from Crossroads Basins B and C.

High piping from a new weir shall flow to S5 directly, and shall be used when the Crossroads Recycled Water Pump Station is not pumping equal to the outflow of the chlorine contact basin. NOTE: in this configuration the Crossroads Recycled Water Pumps' flowrate shall be less than the chlorine contact discharge flow to avoid starving the pumps. Low-level cutoff shall be provided to turn off the Crossroads Recycled Water Pumps in the event the level in that wetwell is low, and low discharge filtrate flow shall lock out the pumps during maintenance cleaning or low flow conditions such as the middle of the night. Multiple programs shall include level based control, manual flow with low-level cutoff, and flow pacing with filtrate flow.

All water directed for San Joaquin River outfall discharge shall be automatically dechlorinated using sodium bi-sulfite (SBS) chemical or equivalent. A new SBS storage, chemical pumping system, and associated upstream monitoring and feed-forward control instrumentation and controls shall be included in the design. New ORP and total chlorine residual analyzers shall also be included in the design at the mid-point and in the Crossroads Recycled Water Pump Station wetwell. Pacing of SBS addition shall be flow paced on the Crossroads Recycled Water Pumps, and trimmed with analyzer readings.

To be designed by others: new 2,100 feet of discharge piping shall be designed to connect the discharge of the Crossroads Recycled Water Pump Station to existing piping which leads to a new Crossroads outfall piping.

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

Task 1 – SBS Dosing and Contact Time Tests at Various Concentrations/Temperatures

PACE shall bring existing equipment, materials, and chemicals onsite at CTF and provide a series of bench scale tests to determine the dose requirements of SBS versus chlorine and temperature, with respect to contact time. All three variables shall be tested independently, and the results shall be used



for system sizing including retention time and instrumentation requirements for compound control. ORP instruments shall also be tested to determine their applicability in determining low concentration chlorine.

Task 2 – Design Charette with Project Team

Based on the background section described above and initial concept development, PACE shall provide an early draft technical memo containing initial sketches, system maps, retention time calculations, and propose a list of equipment, valves, and instruments to discuss with the project team. PACE shall setup a design charette meeting with the City, Veolia Operations, and RBI to discuss the direction of the design and receive feedback on the early draft memo. Using the project direction provided in the design charette, PACE shall finalize the technical memo including a written sequence of operation to be used for programming of existing PLCs and HMIs. PACE shall distribute the updated memo for review and final comments, and update the memo to finalize the design direction.

Task 3 – 50% Design of Proposed CTF Facilities and Equipment

Based on the results of the finalized technical memorandum, PACE shall provide 50% construction plans of proposed CTF onsite systems including civil piping, mechanical weirs and valves, electrical, instrumentation and controls. PACE shall provide draft construction planset with G, C, M, E, and I sheets at a 50% level of detail for all CTF onsite systems proposed. The content in the 50% design shall be presented to the project team for comments and feedback for subsequent design stages. It is anticipated there will be approximately 25 sheets at this stage of design.

Task 4 – 90% Design of Proposed CTF Facilities and Equipment

Based on the results of the 50% design feedback, PACE shall provide 90% construction plans of proposed CTF onsite systems including civil piping, mechanical weirs and valves, electrical, instrumentation and controls. PACE shall provide draft construction planset with G, C, M, E, and I sheets at a 90% level of detail for all CTF onsite systems proposed. The content in the 90% design shall be presented to the project team for comments and feedback for subsequent design stages. It is anticipated there will be approximately 35 sheets at this stage of design.

Task 5 – 100% Design of Proposed CTF Facilities and Equipment

Based on the results of the 90% design feedback, PACE shall provide 100% construction plans of proposed CTF onsite systems including civil piping, mechanical weirs and valves, electrical, instrumentation and controls. PACE shall provide draft construction planset with G, C, M, E, and I sheets at a 100% level of detail for all CTF onsite systems proposed. The content in the 100% design shall be presented to the project team for comments and feedback for finalization of the construction plans. It is anticipated there will be approximately 40 sheets at this stage of design.

Task 6 – Project Engineering Report

PACE shall provide a project engineering report for the purposes of permitting. This report shall include a basis of design description, calculations including chemistry and contact time determined from Task 1, critical control points design for system automation, out of compliance description, and overall system control strategy. Process flow diagrams and schematics will be provided to assist in the understanding of the system control. Integration of the new design elements with the existing plant and existing operations will be described. Two revisions to the report are included in this task.

Task 7 – Project Specifications

PACE shall provide 50%, 90%, and 100% level of detail 17 sections of project technical specifications to be used for bid purposes including summary of work, sequence of construction, sequence of operation, equipment, valving, piping, etc. In particular PACE shall work with the City and Veolia to determine shut down sequences and coordination with plant operations, RBI, and City Operations.

Task 8 – Cost Estimates

PACE shall provide 50%, 90%, and 100% level of detail estimate of expected construction costs and corresponding bid schedule to be used for bid purposes. Cost estimates shall include general conditions, civil works, mechanical equipment and installation, electrical, instrumentation, controls, and associated work with contingencies.

SECTION B - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis a total fee of **\$214,670** in accordance with the attached Engineering Fee Worksheet.

<u>Task Description</u>	<u>Professional Fee</u>
01 SBS Dosing & Contact Time Tests	\$ 16,120
02 Design Charette with Project Team	\$ 8,680
03 50% Design of Proposed CTF Facilities & Equipment	\$ 48,240
04 90% Design of Proposed CTF Facilities & Equipment	\$ 50,160
05 100% Design of Proposed CTF Facilities & Equipment	\$ 37,180
06 Project Engineering Report	\$ 26,200
07 Project Specifications	\$ 19,870
08 Cost Estimates	\$ 8,220
TOTAL FIXED FEE:	\$ <u>214,670</u>

ASSUMPTIONS AND EXCLUSIONS:

1. Prospective Sheet List

- G1 Sheet Index, Sequence of Construction
- G2 General Construction Notes
- G3 Update to Hydraulic Profile at CTF
- G4 Update to Process Flow Diagram at CTF
- C1 Demo Existing Southbound to S5
- C2 Plan/Profile of New Southbound to S5
- C3 Plan/Profile of New Northwest to Crossroads Box
- C4 Civil Details for Analyzer Connection, Air, Cleanout
- M1 Equipment List
- M2 Valve/Actuator List and Instrument List
- M3 Above Ground Core Drill Penetrations
- M4 Discharge Weir Box, V Notch Change
- M5 Chemical Tank and Containment
- M6 Chemical Pumping Systems
- M7 Crossroads Piping Demo
- M8 Crossroads Actuated Valves Installation
- M9 Instrumentation Assemblies 1, 2, 3
- M10 Move Existing Chlorine Instrumentation
- M11 Mechanical Details for Pipe Supports, Link Seal
- E1 Electrical Construction Notes
- E2 Update to Crossroads Single Line Diagram
- E3 Demo and Replacement of Crossroads Drives
- E4 Distribution Breaker Panel Design for Valves
- E5 Crossroads Conduit and Wire Plan
- E6 Crossroads Conduit and Wire Schedule
- E7 Crossroads Instrumentation Power, Control
- E8 Intermediate Station Instrum Power, Control
- E9 Discharge Box Instrumentation Power, Control
- E10 Chemical Pumps System Power Plan
- E11 Chemical Pumps System Control Plan
- I1 Instrumentation Construction Notes
- I2 Updates to Network Diagram
- I3 Updates to Discharge Box P&ID
- I4 Updates to Crossroads P&ID
- I5 New Crossroads Valves P&ID
- P1 ~~New River Piping Section 1 of 3~~
- P2 ~~New River Piping Section 2 of 3~~
- P3 ~~New River Piping Section 3 of 3~~
- P4 ~~Piping Details~~

2. Services during bid, construction, startup, and post operations are not included, and are available upon request
3. It is assumed all permitting, sampling, and coordination of startup for permit compliance is provided by RBI.
4. It is assumed the Crossroads outfall piping shall be designed by others.
5. It is assumed the new SCADA screens will be provided by Primex with direct contract to the City.
6. The Client's responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:
 - a. Client input pertaining to project design issues and requirements including scheduling.
 - b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
 - c. Geologic and soils investigation reports.
 - d. Existing and proposed hydrologic and drainage data, maps, and reports.
 - e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.
7. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.
8. All required aerial topography and base mapping will be paid for and supplied by Client, or others. Base topo and site information will be provided in digital (electronic) format compatible with AUTOCAD or C3D version 2019 or earlier.
9. No environmental documentation or support, including no environmental permitting.
10. No surveying or construction staking is included.
11. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.
12. Existing utility information research and mapping is not included and will be provided by Client.
13. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a "Local Coordinate System," and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE's acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.
14. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).



**ENGINEERING FEE ESTIMATE
PROJECT WORKSHEET**

Project Data
 Project Name: Lathrop CTF Dechlorination
 Client: City of Lathrop
 PACE Job Number: B647
 Estimate Date: 12/7/2020

2020 PACE Hourly Rate Schedule		
Description	Hourly Rate	
Principal	\$250	
Sr. Proj. Mgr./Sr. Consulting Engr.	\$220	
Sr. Electrical Engineer / Sr. GIS Analyst	\$210	
Project Manager / Consulting Engr / Sr. I&C Specialist	\$205	
Sr. Proj. Engr / Sr. Design Engr	\$185	
Instrumentation & Controls Specialist	\$150	
Proj. Engr/Design Engineer II	\$160	
Design Engineer	\$130	
Sr CAD Designer	\$135	
CAD Designer/GIS Analyst	\$110	
Graphic Designer	\$105	
Project Coordinator	\$90	
Administrative Support	\$80	
Assistant Designer	\$80	
G.P.S. Survey Unit (w/Operator)	\$240	
Expert Witness/Legal Consultation	\$350 + Exp.	

Total Fee Amount: \$214,670

Item No.	Work Item Description	Estimated Manhours										Man-Power Subtotal	Reimburs. Expenses	Total Task Costs		
		Principal	Sr. Project Manager	Sr. Electrical Engineer	Project Mgr.	Sr. Project Engineer	Sr. I&C Specialist	Instrumentation & Controls Specialist	Project Engineer / Design Engr. II	Sr. CAD Designer	CAD Designer / GIS Analyst				Project Coordinator	
1	SBS Design & Contact Time Tests	250	220	210	205	185	205	150	160	130	135	110	80			\$16,120
2	Design Charrette with Project Team	JAM	Komor	Najarjan	Murphy	Gedara/ Sanchez	Camerena	Flores	Chen	Gutierrez						\$8,680
3	50% Design of Proposed CTF Facilities & Equipment	8	40	30	48	8	4		40	20	80				\$48,240	
4	90% Design of Proposed CTF Facilities & Equipment	6	24	38	40	20	20		60	100					\$50,160	
5	100% Design of Proposed CTF Facilities & Equipment	6	30	28	30	10	10		60	40					\$37,180	
6	Project Design Report	4	20	24	36	24	10		64	72					\$26,200	
7	Project Specifications	4	16	2	12	4	4								\$19,870	
8	Cost Estimates														\$8,220	
TOTALS		28	158	122	198	80	68	0	224	312	0	0	0		\$214,670	



AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Fountain Valley, CA made this 7th day of December 2020, by and between City of Lathrop hereinafter called "Client," and Pacific Advanced Civil Engineering, Inc. (PACE), a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for:

Lathrop CTF Dechlorination

hereinafter called "Project."

B. Consultant agrees to perform the following scope of services:

(See attached Scope of Services – Section "A" for a detailed description)

C. Client agrees to compensate Consultant for such services as follows:

Fee

(See attached Compensation Page – Section "B" for a detailed description)

D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE)
By: [Signature]
Name: Andrew T. Komor, PE
Title: Vice President – Environmental Water
Job #: B647

CLIENT: City of Lathrop
By:
Name: Ken Reed
Title: Sr. Construction Manager
Date:

GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

AGREEMENT BETWEEN CLIENT AND CONSULTANT

DATED December 7, 2020 (collectively, the "Agreement")

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and the **City of Lathrop** will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "**Lathrop CTF Dechlorination**".

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.
16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.

17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assign or transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Orange, State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

PAYMENT

23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost plus 10% for handling.
28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.

**PAGE LEFT
INTENTIONALLY
BLANK**