

ITEM 4.11

CITY MANAGER'S REPORT APRIL 10, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC., FOR CITY'S INDUSTRIAL PRETREATMENT PROGRAM

RECOMMENDATION: Adopt Resolution Approving a Professional Services Agreement with Robertson-Bryan, Inc., for the City's Industrial Pretreatment Program

SUMMARY:

Currently, Robertson-Bryan, Inc., (RBI) is providing services to update the City's Industrial Pretreatment Program (IPP), which is essential for adhering to the National Pollutant Discharge Elimination System (NPDES) permit that governs the Lathrop Consolidated Treatment Facility (LCTF) effluent discharge into the San Joaquin River. Staff has requested a proposal from RBI for additional services needed to support staff in implementing the IPP for fiscal years (FY) 2023/2024 and 2024/2025. These services will cost \$119,256 and will be included in the budget Fund 6080 (WW Recycling Plant-#1 MBR).

BACKGROUND:

The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States. Since 2005, Veolia had been supporting the City on developing and implementing an IPP under an agreement that expired in October 2022. It is recommended that RBI support staff in executing the updated IPP to align with new permit requirements. RBI has submitted a proposal in the amount of \$119,256 for FYs 2023/2024 and 2024/2025.

Staff requests City Council approve a professional services agreement with RBI to assist the staff with the IPP implementation for FY 2023/2024 and 2024/2025.

REASON FOR RECOMMENDATION:

The proposed service by RBI will assist the City meet new NPDES permit requirements that regulate discharge of LCTF effluent to the San Joaquin River.

FISCAL IMPACT:

The cost of the services are to be completed on a time and materials basis, not to exceed \$119,256 and will be included in the budget Fund 6080 (WW Recycling Plant-#1 MBR) for FYs 2023/2024 and 2024/2025. Additionally, staff plans to invoice individual industrial users to recoup any direct costs that are associated with their businesses for this program.

APRIL 10, 2023 CITY COUNCIL REGULAR MEETING

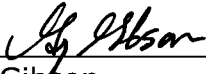
APPROVE PSA WITH ROBERTSON-BRYAN, INC., FOR THE CITY LATHROP INDUSTRIAL PRETREATMENT PROGRAM

ATTACHMENTS:

- A. Adopt Resolution Approving a Professional Services Agreement with Robertson-Bryan, Inc., for the City of Lathrop Industrial Pretreatment Program
- B. Professional Services Agreement with Robertson-Bryan, Inc., for the City of Lathrop Industrial Pretreatment Program

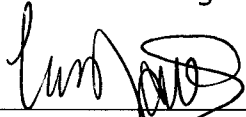
**CITY MANAGER'S REPORT
APRIL 10, 2023 CITY COUNCIL REGULAR MEETING
APPROVE PSA WITH ROBERTSON-BRYAN, INC., FOR THE CITY LATHROP
INDUSTRIAL PRETREATMENT PROGRAM**

APPROVALS:



Greg Gibson
Senior Civil Engineer

03/29/2023
Date



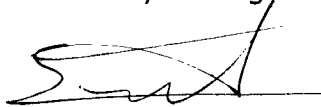
Cari James
Finance Director

3/30/2023
Date



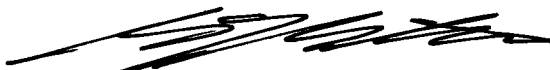
Michael King
Assistant City Manager

3.29.2023
Date



Salvador Navarrete
City Attorney

3.29.2023
Date



Stephen J. Salvatore
City Manager

4.4.23
Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC., FOR THE CITY OF LATHROP INDUSTRIAL PRETREATMENT PROGRAM

WHEREAS, the Lathrop Consolidated Treatment Facility (LCTF) provides sewer treatment capacity for the Crossroads, Mossdale, River Islands, South Lathrop Specific Plan, Gateway Specific Plan and Central Lathrop Specific Plan development areas; and

WHEREAS, Robertson-Bryan, Inc., (RBI) is currently providing services to update the City's Industrial Pretreatment Program needed for compliance with the National Pollutant Discharge Elimination System (NPDES) permit regulating discharge of Lathrop Consolidated Treatment Facility (LCTF) effluent to the San Joaquin River; and

WHEREAS, additional services from RBI are requested to assist City staff with implementation of the IPP; and

WHEREAS, at the request of staff, RBI has provided a proposal to provide professional services for to assist the City with the IPP implementation; and

WHEREAS, the cost for the RBI's services for FYs 2023/2024 and 2024/2025 are to be completed on a time and materials for a not-to-exceed cost of \$119,256; and

WHEREAS, the cost of these services will be included in the budget Fund 6080 (WW Recycling Plant-#1 MBR) for FYs 2023/2024 and 2024/2025; and

WHEREAS, staff intends to invoice individual industrial users to recoup any direct costs that are associated with their businesses under this program.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a professional services agreement with RBI to assist the City with IPP implementation for FY 2023/2024 and 2024/2025 for a time and materials cost not to exceed \$119,256, to be paid from Fund 6080 (WW Recycling Plant#1 MBR).

The foregoing resolution was passed and adopted this 10th day of April 2023, 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

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH ROBERTSON-BRYAN, INC.

TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

THIS AGREEMENT, dated for convenience this **April 10, 2023** 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 Professional 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 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 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.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$119,256**, for the Professional 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.

CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

(3) Effective Date and Term

The effective date of this Agreement is **April 10, 2023**, and it shall terminate no later than **June 30, 2024**.

(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

CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

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: **Michael Bryan, Managing Partner**. 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

CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

work performed under this Agreement.

- (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.
- (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.

CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

(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 Two Million Dollars (\$2,000,000) 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.
 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.

CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

- (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

CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

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

CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

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: Robertson-Bryan, Inc.
3100 Zinfandel Dr., Suite 300
Rancho Cordova, CA 95670
Phone: (916) 714-1802

(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.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether

CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

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.
- (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

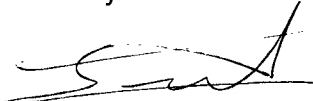
CITY OF LATHROP – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR
THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

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 – TO ASSIST CITY WITH INDUSTRIAL PRETREATMENT PROGRAM FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

3.29.2023

Date

Recommended for Approval:

City of Lathrop
Assist City Manager

Michael King

Date

Approved by:

Reso #.

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore

Date

City Manager

Consultant:

Robertson-Bryan, Inc.
3100 Zinfandel Dr., Suite 300
Rancho Cordova, CA 95670

Fed ID # 68-0460693
Business License # **20647**

Signature

Date

Print Name and Title

March 13, 2023

DELIVERED BY EMAIL

Mr. Michael King
Assistant City Manager
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330

Subject: Proposal to Provide Professional Services for the City of Lathrop Industrial Pretreatment Program for Fiscal Years 2023/2024 and 2024/2025

Dear Mr. King:

Robertson-Bryan, Inc. (RBI) is currently under contract to prepare an update to the City of Lathrop's (City) Industrial Pretreatment Program (IPP) for submittal to the Central Valley Regional Water Quality Control Board (Central Valley Water Board) for approval. This work is being completed as part of RBI's contract with the City to provide services to comply with the National Pollutant Discharge Elimination System (NPDES) permit regulating the discharge of Consolidated Treatment Facility (CTF) effluent to the San Joaquin River. Per the City's request, RBI is providing this proposal to assist the City with implementing its IPP for fiscal years (FY) 2023/2024 and 2024/2025. A detailed scope of work and budget is provided below. Consistent with the City's request, this proposal assumes that IPP inspections and the City's Fats Oil and Grease Control Program will be implemented by a separate vendor directly contracted to the City.

I. SCOPE OF WORK

TASK 1: ANNUAL SURVEY

The federal pretreatment regulations require all possible industrial users that might be subject to an adopted pretreatment program to be identified and located. The City conducted an industrial user survey when its IPP was developed in 2005. The survey needs to be updated. Providing an industrial user survey, along with a description of the methods used, is a required component of the IPP submittal to the Central Valley Water Board. Furthermore, the City must provide a list of significant industrial users (SIUs) in its annual pretreatment program report submitted to the Central Valley Water Board.

RBI will conduct a survey of users in the City to classify the businesses in accordance with the City's sewer use ordinance and IPP implementation procedures. Information regarding how to classify the users will primarily be from water and sewer billing records and business license records. The user survey will be documented in MS Excel for update in subsequent

years. The initial survey will be completed in summer/fall 2023 for the IPP submittal. RBI will conduct a second survey in summer/fall 2024 to maintain a current inventory of users.

The City currently has three permitted SIUs and is in the process of permitting a fourth SIU (with RBI's assistance through our existing contract). Additional businesses that should be permitted as an SIU would be addressed under Task 2.

TASKS 2: PERMITTING AND COMPLIANCE ASSISTANCE

Work to be completed under this task includes preparing new or renewed SIU permits, identifying and coordinating SIU inspections, maintaining an industrial database, reviewing monitoring reports, preparing enforcement notices, and other related activities. Budget for this task is for permitting six (6) SIUs. As requested, RBI will setup billing under this task to identify expenses attributable to each SIU.

Subtask 2.1: Permit Development

RBI will assist the City with renewing permits for SIU currently permitted and preparing new SIU permits for new dischargers. Our scope of services for either an SIU permit renewal or issuance of a new SIU permit includes:

- (1) Reviewing the SIU application for completeness;
- (2) Interacting with the SIU to obtain supplemental information, if necessary;
- (3) Preparing a draft permit for City review;
- (4) Preparing a draft permit for SIU review;
- (5) Preparing a draft permit that addresses SIU comments, for City review;
- (6) Preparing a final permit;
- (7) One meeting with the City and SIU; and
- (8) Other coordination with the City.

Subtask 2.2: Monitoring and Enforcement

SIUs conduct routine monitoring in compliance with their permits and submit monthly monitoring reports. RBI will track when monitoring reports are due, advise the City on past-due reports, and review each SIU monitoring report for completeness and compliance with the permit, including discharge limits, reporting requirements, and discharge prohibitions. RBI also will prepare a database in MS Excel format to track the following: (1) monitoring report receipt date; (2) violations; (3) enforcement actions taken (e.g., notices of violation) and status; and (4) inspection dates. Budget assumes no more than one enforcement action per SIU, for a total of six (6) enforcement actions through the end of fiscal year 2024/2025.

Subtask 2.3: Inspection Coordination

The federal pretreatment regulations require at least annual monitoring and inspection of SIUs by the City. RBI will coordinate with the City and its inspection contractor to conduct annual inspections of SIUs. The purpose of inspections is to determine that the SIU is complying with its wastewater discharge permit. RBI will review completed field inspection forms for each SIU and debrief with the City regarding any issues encountered. RBI will hold a meeting with the City and its inspection firm to discuss the inspection findings and follow-up actions needed.

TASK 3: MEETINGS

RBI will meet with the City (video or phone conference) quarterly, for a total of eight (8) meetings, to discuss the IPP and review the status of various program implementation tasks, such as inspections completed or to be scheduled, SIUs requiring permit renewal, and status of SIU compliance actions.

TASK 4: PROJECT MANAGEMENT

This task provides hours for RBI's Project Manager and Principal-in-Charge to oversee and direct RBI staff efforts on each task and hold key conversations with City staff when needed. In addition, this task provides time for project coordination by phone, email, and video conference with other project team members, budget and schedule tracking, invoicing, 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 due to additional requests of City staff that are not identified herein, 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 signed contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

The services to be provided in this proposal are for the period July 1, 2023, through June 30, 2025. RBI will complete the scope of work defined herein on a time-and-materials basis, with an authorized budget of \$119,256, as shown in **Attachment 1**. RBI will not exceed the authorized budget amount without written approval. Attachment 1 provides an estimated breakdown of the total budget by task (**Attachment 2**). RBI will bill according to its 2023 rate schedule for all services provided between July 1, 2023, and December 15, 2023. RBI will bill

Michael King
City of Lathrop
March 13, 2023
Page 4



according to its 2024 rate schedule for all services provided between December 16, 2023, and December 15, 2024, and according to its 2025 rate schedule for all services provided between December 16, 2024, and June 30, 2025.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8918. We look forward to continuing to provide technical services to the City.

Sincerely,

A handwritten signature in black ink that reads 'Paul Bedore'.

Paul Bedore
Director of Wastewater and Stormwater Regulatory Services

Attachment 1: RBI Budget

Attachment 2: 2023 Fee Schedule

ATTACHMENT 1

RBI BUDGET

July 1, 2023, through June 30, 2025 Budget							
	Resource		Staff	2023 Task Subtotal (25% Task Hours)	2024 Task Subtotal (50% Task Hours)	2025 Task Subtotal (25% Task Hours)	2023-2025 Task Subtotal
	Director	Associate	Engineer II				
	Paul Bedore	Michelle Brown	Leonardo Urrego- Vallowe				
PROFESSIONAL SERVICES							
Task 1: Annual Survey	2	24	40	\$ 3,788	\$ 7,879	\$ 4,058	\$ 15,725
Task 2: Permitting and Compliance Assistance							\$ 74,937
Subtask 2.1: Permit Development	12	48	96	\$ 8,940	\$ 18,595	\$ 9,577	\$ 37,112
Subtask 2.2: Monitoring and Enforcement	24	48	48	\$ 7,476	\$ 15,550	\$ 8,008	\$ 31,034
Subtask 2.3: Inspection Coordination	4	8	16	\$ 1,636	\$ 3,403	\$ 1,752	\$ 6,791
Task 3: Meetings (8)	24	24		\$ 3,444	\$ 7,164	\$ 3,689	\$ 14,297
Task 4: Project Management	24	24		\$ 3,444	\$ 7,164	\$ 3,689	\$ 14,297
Hour Subtotal	90	176	200				
2023 Rates	\$ 292	\$ 282	\$ 195				
2024 Rates (4% Escalator Assumed on 2023 Rates)	\$ 304	\$ 293	\$ 203				
2025 Rates (3% Escalator Assumed on 2024 Rates)	\$ 313	\$ 302	\$ 209				
Total							\$ 119,256

ATTACHMENT 2

2023 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	\$339.00
◆ Partner	\$332.00
◆ Principal Engineer/Scientist	\$323.00
◆ Senior Consultant/Department Head	\$306.00
◆ Resource Director	\$292.00
◆ Associate	\$282.00
◆ Senior Engineer/Scientist II	\$275.00
◆ Senior Engineer/Scientist I	\$261.00
◆ Project Engineer/Scientist III	\$239.00
◆ Project Engineer/Scientist II	\$229.00
◆ Project Engineer/Scientist I	\$209.00
◆ Staff Engineer/Scientist II	\$195.00
◆ Staff Engineer/Scientist I	\$179.00
◆ Technical Analyst	\$167.00
◆ Graphics/GIS	\$148.00
◆ Laboratory Compliance Specialist	\$144.00
◆ Administrative Assistant	\$111.00
◆ Intern	\$69.00

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.