



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Agreement to Provide Engineering Services for the Design of a New Water Storage Tank, Pump Station and Standby Generator (\$123,190)

MEETING DATE: November 1, 1995

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute a professional services agreement with Montgomery-Watson Engineers for the Water Storage Tank Design Project.

BACKGROUND INFORMATION: At its March 15, 1995 meeting, the City Council took a number of actions to avert a shortage of water supply during the summers of 1995 and 1996. These actions and the "next steps", as reported at that meeting, are listed below. The current status of each item is also indicated in "different type".

- a) Appropriate \$75,000 from the Water Fund for Well 9 disinfection equipment and authorize staff to purchase and install the equipment on an emergency basis.

No further Council action will be required.

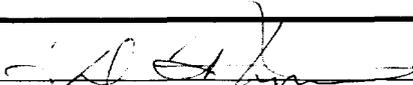
"This work is being done. We received three quotes from manufacturers ranging from \$16,500 to \$58,000. Although final costs are not available, the total will be roughly \$30,000, including installation."

- b) Authorize staff to prepare plans and specifications and obtain bids for a GAC unit at Well 4R and to complete the site improvements. (Budget amount: \$810,000 for GAC and approximately \$320,000 for site improvements)

The next Council action requested will be to award a contract thereby committing the construction funds.

"The GAC unit has been installed along with units at Wells 22 and 23. This was the lowest priority of the three and, since it was not ready for service until late in the summer, staff worked with the Contractor to delay start-up until spring of next year. This will extend the useful life of the carbon, thereby reducing costs. The cost of the GAC unit will be roughly \$380,000 under budget. The site improvements will be done in conjunction with the water tank. There are some technical issues regarding the design and operation of this well as it relates to the water tank that need to be resolved as part of the tank design."

APPROVED: _____


THOMAS A. PETERSON
City Manager



recycled paper

- c) Authorize the Public Works Director to select an outside engineering firm to have plans and specifications prepared for a one million-gallon water tank at the Well 4R site. (Budget amount: \$816,000)

The next Council action requested will be to approve a professional services agreement, thereby committing the funds for the design. Subsequent actions will be to approve the plans and specifications and award a contract

“This item is the subject of this Council action and is discussed at the end of this status report.”

- d) Authorize staff to update and utilize plans and specifications previously prepared and obtain bids for GAC units for Wells 22 and 23. (Budget amount: \$920,000)

The next Council action requested will be to award a contract, thereby committing the construction funds.

“These GAC units have been installed since early summer. Engineering design and construction staff, along with the suppliers and contractor, should be complimented on their ability to complete this project on time and well under budget. The project cost will be roughly \$300,000 under budget. These units played a vital role in meeting water demands during the summer.”

- e) Approve a special allocation of \$11,000 for the Water Conservation Program.

No further Council action will be required.

“The Water Conservation patrol operated throughout the summer and also helped in our ability to meet water demands.”

- f) Designate wells which exceed the DBCP MCL as “standby sources” for use on an emergency basis.

No further Council action will be required.

“With the success of the above actions and other factors, the use of these standby wells was not necessary.”

- g) Set a public hearing for April 19, 1995, to consider increasing water rates starting June 1, 1995, to address the DBCP issue and start on the capital and maintenance issues.

The next Council action requested will be to conduct the hearing and to make a decision on water rates. A Shirtsleeve Session on this item is scheduled for March 21, 1995.

“Following a series of meetings, a “compromise” rate increase was adopted. This increase, as indicated then, will only go part way in providing adequate funding for the replacement needs of the water system. Staff will be reporting back to the City Council on this item in a few months.”

WATER TANK DESIGN AGREEMENT

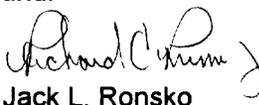
As approved by the Council under item c) above, staff has selected a firm for this design project. We used a qualifications-based selection process previously approved by the Council for two Measure K street projects. The process was as follows:

1. Nine firms appearing to have the applicable expertise, based on our files and recommendations from other agencies, were invited to submit qualification statements.
2. Six firms submitted qualification statements and references. These were reviewed by a staff panel consisting of our two design engineers, the Water/Wastewater Superintendent and the City Engineer.
3. Three firms were selected for an interview. The interview panel consisted of the above review panel plus an experienced engineer from the City of Stockton Municipal Utilities Department. The firms interviewed were Montgomery-Watson, Kennedy-Jenks and Brown & Caldwell.
4. Montgomery-Watson was selected as the best firm for our project. Staff then worked with them to develop the detailed scope of work and contract attached (Exhibit A).

The panel was impressed with Montgomery-Watson's approach to the entire design process. Their combination of expertise and workshop/decision-making approach involving City staff on the significant design issues was unique. We feel City staff will have a much better understanding of how the water tank is to be operated and maintained with this approach. This is significant in that, as we noted in one of the early reports on the water tank concept, the use of a ground storage tank is probably the largest change ever in how the City's water system is operated.

Another factor in their selection was the outstanding comments we received in doing background checks with other agencies. While many firms received good reviews, none consistently received the superlative comments that Montgomery-Watson received.

FUNDING: \$816,000 already appropriated for the project using a State Drinking Water Bond loan which will be repaid from the Water Fund.


for Jack L. Ronsko
Public Works Director

Prepared by Richard C. Prima, Jr., City Engineer
attachment

cc: City Engineer
Water/Wastewater Superintendent
Associate Civil Engineers Lindseth and Chang
Montgomery-Watson



MONTGOMERY WATSON

October 24, 1995

Mr. Richard Prima
City Engineer
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

Subject: Agreement to Provide Engineering Services for
the Design of a New Water Storage Tank, Pump
Station and Standby Generator

Dear Mr. Prima:

Montgomery Watson Americas, Inc. (MW) is pleased to submit this agreement for the design of a new water storage tank, pump station and standby generator.

SCOPE OF SERVICES

The scope of services for this agreement includes the specific tasks outlined and described in Exhibit A, enclosed herein.

TIME TO COMPLETE

The schedule for completion of the services covered by this agreement is enclosed as Exhibit B.

FEES AND CONDITIONS

Consulting engineering services will be provided in accordance with the current Schedule of Fees and Conditions, form CA3-HR (MW93), standard hourly rates, a copy of which is included as Exhibit C. Actual fees will be computed on the basis of costs incurred and the total fee will not exceed \$123,190.

We appreciate this opportunity to be of service to the City of Lodi. If the above proposal meets with your approval, it may serve as the basis of Agreement by affixing the signatures

in the spaces provided below. Two copies of this agreement are enclosed, one for your records and one to be returned to MW.

Respectfully submitted,

MONTGOMERY WATSON, INC.

By : Edward L. Marlow
Edward L. Marlow
Project Manager

By : Gary J. Meyerhofer
Gary J. Meyerhofer
Vice President

ACCEPTED BY:

City of Lodi
Date of Acceptance: _____

City of Lodi
Date of Acceptance: _____

ATTEST:

Approved as to Form:

**EXHIBIT A
CITY OF LODI
WATER STORAGE TANK DESIGN**

SCOPE OF WORK

Assumptions

1. City will conduct "CYBERNET" modeling runs, as necessary. Montgomery Watson will review existing model with City's modeler and make recommendations, as necessary.
2. Although two alternatives will be evaluated, only one tank material alternative will be designed and included with the contract documents.
3. Facilities to be designed include:
 - Above ground water storage tank with appurtenant piping and valving.
 - Booster pump station with electrical controls and SCADA tie-in.
 - Standby generator, based on City provided specifications, and transfer switchgear.
 - Space will be provided for any well pump electrical controls or instrumentation panels.
 - Pump station, chemical feed and electrical/instrumentation facilities shall be designed for housing in a building.
4. Landscaping will be minimal.
5. Design to be completed by 6 March 1996.
6. Standby generator will be for outdoor installation.
7. Construction services to be negotiated at a later date.

Tasks

Task 1.0 Project Management

Objective: The objective of this task is to ensure that the project is conducted in a manner such that a good relationship is established between the client and Montgomery Watson.

Task 1.1 Project Meetings - Montgomery Watson shall conduct three project meetings in the office of Montgomery Watson.

Task 1.2 Workshops - Montgomery Watson shall prepare for and conduct three 4-hour workshops. Workshops shall be held in Lodi, California. Exact location to be determined at a later date. The workshops shall be as follows:

Kick-off workshop
Concept Engineering workshop
QA/QC review workshop

Task 1.3 Weekly Reports - Montgomery Watson shall send by facsimile a Bi-weekly progress report to the City.

Task 1.4 Public Presentation (optional task) - Montgomery Watson shall prepare and deliver a presentation for a City Council Meeting or public meeting.

Task 2.0 Geotechnical Investigation

Objective: The objective of this task is to ensure that the necessary geotechnical constraints are identified and mitigated in the design.

Task 2.1 Soil Borings - Montgomery Watson shall subcontract to drill three test borings approximately 20 feet in depth at the proposed site.

Task 2.2 Response Spectra - Montgomery Watson shall subcontract to develop response spectra and effective peak acceleration for differing exceedance probabilities for use in seismic design of the tank and pumping facilities.

Task 2.3 Geotechnical Engineering Report - Montgomery Watson shall subcontract to prepare a geotechnical engineering report containing recommendations for foundations, site preparation, grading and settlement.

Task 3.0 Preliminary Investigation

Objective: The objective of this task is to identify how the system will be operated and result in establishing design criteria; including materials of construction, methods of control and operation, and construction strategies.

Task 3.1 Water Storage Tank Study (update) - Montgomery Watson shall review and recommend changes to update the study prepared by the City and dated May 1994.

Task 3.2 Review of Operations - Montgomery Watson team members shall interview operations staff and the supplier of the "carbon treatment" system to develop operational scenarios and to develop operational criteria to assist with decision making.

Task 3.3 Decision-Making Exercise - Montgomery Watson shall meet with City staff to conduct a "decision-making" exercise on planned operations. Alternatives to be reviewed shall include:

- o Single flow rate versus multiple flow rate well pumping
- o Flow to run directly into system from granular activated carbon vessels or directly into storage tank

- o Variable flow from storage tank with variable frequency drive or multiple pumps
- o Tank storage requirements

Task 3.4 Tank Material Review - Montgomery Watson shall prepare a life cycle cost estimate based on the following alternatives:

- o Welded steel construction
- o Prestressed, above grade concrete construction

Task 3.5 Technical Memorandum - Montgomery Watson shall prepare a technical memorandum summarizing the activities of Tasks 3.1 through 3.4. Memorandum will include recommendations of tank size, materials of construction and booster pumping protocol.

Task 4.0 Design Development

Objective: The objective of this task is ^{to} develop the design to a stage of completion that confirms that issues of concern have been identified and mitigated

Task 4.1 - Design Development Report - Montgomery Watson shall prepare a Design Development Report. The Design Development Report will include drawings and specifications that would represent an approximate 60% completion. The Report will include, but not be limited to, the following:

- Preliminary site layout and site plan.
- Preliminary grading plan, including access road and earthwork requirements.
- Plan for temporary and permanent stockpiling of earthwork on- and off-site.
- Preliminary yard piping plan.
- Documentation of existing buried and above ground utilities in the area.
- Structural and seismic design of the walls, foundations and footing, and other vaults that may be required.
- Piping design criteria for tank and booster pump station.
- Electrical and instrumentation design criteria.
- Booster pump station configuration.
Catalogue cuts of the following equipment: Booster pumps, valves, and other appurtenances.
- Preliminary construction cost estimate update.
- Updated project design and construction schedule.
- Updated list of drawings and specifications.

Task 5.0 Detailed Design

Objective: The objective of this task is to finalize the construction documents so that the client can advertise the project for construction.

Montgomery Watson shall provide the City with three complete sets of design documents at a 95% completion level for review. After review and completion, Montgomery Watson shall provide a camera-ready set of original documents for mass reproduction by the City. Plans and specifications shall also be provided to the City as electronic files; the drawings in AutoCADD version 12 format and the specifications in Microsoft Word 6.0 format at the conclusion of the project.

Task 5.1 Construction Plans - Montgomery Watson will prepare a reproducible set of construction drawings suitable for bidding for all disciplines including controls, electrical, cathodic protection, structural, piping, and general civil. Computer Aided Drawings (CAD) shall be prepared on D size sheets.

Task 5.2 Construction Specifications - Montgomery Watson will prepare a reproducible set of specification documents which will incorporate the City's standard "front-end" documents. Montgomery Watson will prepare a performance based specification for only the water storage tank. Specification will include seismic requirements, piping configurations, and other City required details.

Task 5.3 Construction Cost Estimate - A final construction cost estimate would be prepared by Montgomery Watson.

Task 6.0 Bidding Assistance

Objective: The objective of this task is to ensure that the bidding process proceeds in an orderly manner thereby assuring the client of a fair and reasonable response to the project.

Task 6.1 Pre-bid Conference - Montgomery Watson shall attend and participate in the pre-bid conference.

Task 6.2 Addenda - Montgomery Watson shall prepare necessary addenda to support project. Addenda will be printed and mailed by the City.

Task 6.3 Questions - Montgomery Watson shall field technical questions presented by potential contractors.

Task 6.4 Bid Review - Montgomery Watson shall review bids and make a recommendation or award to the City.

SERVICES AND RESOURCES PROVIDED BY THE CITY

1. Topographic mapping of the project site at a scale of 1 inch = 20 feet, with spot elevations. All curbs, gutters, manholes and pipes shall be identified and where possible, elevations provided.
2. Pertinent information related to previous planning of the project.
3. Coordination of all right-of-way and easement documentation, if required.
4. Assistance in coordinating any meetings with the council.
5. Print and mail all plans and specifications.
6. Advertise for the project.
7. Coordinate and prepare all CEQA documentation required by the project.
8. All necessary permits and approvals.
9. Front-end specifications and standard details.
10. Potholing, if required.
11. All permits and applications.

**EXHIBIT C
CITY OF LODI
WATER STORAGE TANK DESIGN PROJECT**

**SCHEDULE OF FEES AND CONDITIONS
MONTGOMERY WATSON AMERICAS, INC.**

A. FEES AND PAYMENT

1. The fee for services will be based on MONTGOMERY WATSON's standard hourly rates (including labor cost, overhead, and profit) current at the time the work is done. A current copy of these rates is attached to this Agreement as an hourly spreadsheet and incorporated herein. These rates shall remain in affect through the term of this agreement, which are defined in Exhibits A & B. Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) a telecommunication charge added to each professional labor hour; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Charges for the use of computers, word processors and associated equipment and services will be in accordance with the published schedule of fees in effect at the time the charges are incurred. Charges for services provided by MONTGOMERY WATSON's approved water quality laboratory will be in accordance with the published laboratory fee schedule in effect at the time the services were furnished. Montgomery Watson will maintain General Liability insurance with a limit of \$1,000,000 per occurrence, Automobile Liability insurance with a \$1,000,000 combined single limit, and Professional Liability insurance with a limit of \$1,000,000 per occurrence.

2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.

3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, MONTGOMERY WATSON may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, MONTGOMERY WATSON will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due MONTGOMERY WATSON pursuant to this Agreement shall be a condition precedent to OWNER using any of MONTGOMERY WATSON's professional services work products furnished under this Agreement.

4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to

interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. COMMENCEMENT OF WORK. The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of MONTGOMERY WATSON for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

(a) MONTGOMERY WATSON will maintain insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the General Liability and Automobile Liability Insurance policies.

(b) MONTGOMERY WATSON asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of MONTGOMERY WATSON's caliber in the same locality, and to that end MONTGOMERY WATSON agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of MONTGOMERY WATSON, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall MONTGOMERY WATSON be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. MONTGOMERY WATSON maintains professional liability insurance to protect Owner from any negligent acts, errors, or omissions on the part of MONTGOMERY WATSON.

(c) Owner hereby understands and agrees that MONTGOMERY WATSON has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which MONTGOMERY WATSON has been retained to provide professional engineering services. The compensation to be paid MONTGOMERY WATSON for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore with respect to existing conditions at the site and with materials existing at the site, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold MONTGOMERY WATSON, its officers, directors, employees, and consultants, harmless from and against any and all claims,

damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

(d) Nothing contained within this Agreement shall be construed or interpreted as requiring MONTGOMERY WATSON to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring MONTGOMERY WATSON to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.

(e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and MONTGOMERY WATSON does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold MONTGOMERY WATSON, its consultants, agents, and employees harmless from any and all liability arising out of the construction.

(f) MONTGOMERY WATSON shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold MONTGOMERY WATSON, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of MONTGOMERY WATSON, arising out of or resulting from the same.

2. **DOCUMENTS**

(a) All tracings, survey notes, and other original documents together with all computer data generated by MONTGOMERY WATSON in connection with its performance under this Agreement, shall become the property of the City of Lodi; provided that MONTGOMERY WATSON shall be permitted to retain copies of all such material. Owner agrees to hold harmless, indemnify, and defend MONTGOMERY WATSON, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of MONTGOMERY WATSON.

(b) MONTGOMERY WATSON's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. MONTGOMERY WATSON makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by MONTGOMERY WATSON under this Agreement. In no event shall MONTGOMERY WATSON, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.

3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on MONTGOMERY WATSON's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse MONTGOMERY WATSON for termination costs. Termination costs shall be limited to 10% of accrued actual costs to date of termination.

4. **WAIVER.** MONTGOMERY WATSON's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and MONTGOMERY WATSON relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by MONTGOMERY WATSON through exercise of its experience and judgment in applying presently available cost data, but it is recognized that MONTGOMERY WATSON has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that MONTGOMERY WATSON cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from MONTGOMERY WATSON's cost estimates.

8. **INJURY TO WORKERS.** It is understood and agreed that MONTGOMERY WATSON's fee is based on MONTGOMERY WATSON being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and MONTGOMERY WATSON from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or MONTGOMERY WATSON.

9. **SITE VISITS.** Visits to the construction site and observations made by MONTGOMERY WATSON as part of services during construction under this Agreement shall not make MONTGOMERY WATSON responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make MONTGOMERY WATSON responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by MONTGOMERY WATSON are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

10. **ON-SITE MONITORING.** When MONTGOMERY WATSON provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause MONTGOMERY WATSON to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

11. **COMPLIANCE WITH LAWS.** To the extent applicable hereto, MONTGOMERY WATSON shall, in the performance of this Agreement comply with: The Fair Labor Standards Act of 1939 (20 U.S.C. 201-219); The Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); The Contract Work Hours Standards Act - Overtime Compensation (40 U.S.C. 327-330); Laws restraining the Use of Convict Labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); other federal, state and local laws, and all regulations and orders issued under any applicable law, including:

- (a) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 250 of E.O. 11246, or provisions of any superseding E. O. As used in this clause, "Contractor" means

Seller. Unless this Agreement is exempted, the applicable Equal Employment Opportunity Compliance Certificate previously submitted by Seller to Buyer is by reference also incorporated herein.

(b) The Affirmative Action for Handicapped Workers Clause in Title 41, Code of Federal Regulations, Part 60 - 741.4, and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this Agreement is under \$2,500.

(c) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause of Title 41, Code of Federal Regulations, Part 60 - 250.4, and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this Agreement is under \$10,000.

12. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

CA3-HR (MW93)

**ESTIMATED LEVEL OF EFFORT
WATER STORAGE TANK AND PUMP STATION
CITY OF LODI**

Task	Description	LABOR CLASSIFICATION							Total MW Labor (hrs)	Total MW Labor (\$)	Other Cost (\$)	Subconsultants		Total Budget Amount
		Principal Engineer	Super. Engineer	Senior Engineer	Profess. Engineer	Assoc. Engineer	Drafting/ Designer	Clerical				Geotech	Cathodic Protection	
		Hourly Rate \$130.00	\$110.00	\$95.00	\$85.00	\$75.00	\$80.00	\$50.00						
1	Project Management													
1.1	Project Meetings	12	8	8	8	8	8	60	\$5,520	\$500				\$6,020
1.2	Workshops	48	12	8	8	8	8	100	\$10,640					\$10,640
1.3	Bi-Weekly Reports	24						2	\$3,220					\$3,220
2	Geotechnical	4	2					6	\$740		\$3,500			\$4,240
3	Preliminary Investigation													
3.1	Revised Study	8	12	4				1	\$2,790					\$2,790
3.2	Review of Operations	16			13			29	\$3,185					\$3,185
3.3	Decision Making Exercise	8	12		12			32	\$3,380	\$15				\$3,395
3.4	Tank Material Review	2	8	4				2	\$1,620					\$1,620
3.5	Tech Memo	2	4				8	4	\$1,540	\$500				\$2,040
4	Design Development													
4.1	Design Development Report	16	24	8	40	24	207	40	\$29,240	\$1,500				\$30,740
5	Detailed Design													
		20	80	20	24	32	200	40	\$35,740	\$10,000		\$5,000		\$50,740
6	Bidding Assistance													
		16	4	4	4	4	4	4	\$4,060	\$500				\$4,560
Totals		176	166	56	109	76	435	109	1,127	\$101,675	13,015	3,500	5,000	\$123,190