



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and Appropriating Funds (\$20,000)

**MEETING DATE:** August 7, 2013

**PREPARED BY:** Public Works Director

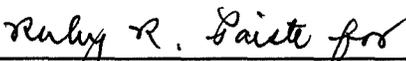
**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute amendment to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and appropriating funds in the amount of \$20,000.

**BACKGROUND INFORMATION:** On April 17, 2013, City Council approved a Professional Services Agreement (PSA) with Stantec Consulting Corporation to provide groundwater monitoring and reporting services for the Central, Western and Southern plumes. Stantec has been providing related services to the City for the past four years with excellent results. Based on the City's prior experience with the monitoring and reporting program, it is prudent to include in the scope of work provisions for well maintenance and repair, replacement of sample bag support harnesses, updating GeoTracker information for older wells being added to the monitoring program, and other miscellaneous services related to the monitoring wells.

Staff recommends approving the amendment presented in Attachment 1 to the Stantec PSA to provide these services on a time and materials basis for an amount not to exceed \$20,000. It is expected this amount will cover the initial 2-year term of the PSA and the optional 2-year extension.

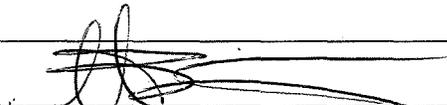
**FISCAL IMPACT:** Costs are funded by PCE/TCE Cleanup Funds.

**FUNDING AVAILABLE:** Requested Appropriation:  
Central Plume PCE/TCE Cleanup Funds (190): \$10,000  
Southern and Western Plume PCE/TCE Cleanup Funds (185): \$10,000

  
\_\_\_\_\_  
Jordan Myers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Chris Boyer, Assistant Engineer  
FWS/CB/pmf  
Attachment

**APPROVED:**   
\_\_\_\_\_  
Konradt Bartlam, City Manager

## **Professional Services Agreement Amendment**

### **Stantec Consulting Corporation**

#### **Amendment No. 1**

#### **SCOPE OF SERVICES**

Based on project history, Stantec's experience and current understanding of the additional monitoring wells and their sampling history, a variety of out-of scope work will be required to keep the project on track, GeoTracker compliant, present the analytical data in the best light, and keep the Regional Board satisfied. The additional monitoring wells are existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and the new proposed wells WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D, SMW-1A, and SMW-1B. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs and total depths to confirm construction. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the presence or absence and integrity of PDB suspension harnesses in the existing 15 existing Western and Southern plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project. Where present with adequate integrity, confirmation is required of the correct deployment depths for well construction and consistency with Tables 4 and 5 of Regional Board-approved Western and Southern plume monitoring and sampling program.
4. Procurement and deployment of new PDB harnesses as needed for the 15 existing Western and Southern plume wells after determining the specifications of each.
5. Procurement and deployment of new PDB harnesses for the nine (9) proposed new Western and Southern plume wells.
6. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This requires GeoTracker submittal of Field Point Names for existing and new proposed Western and Southern plume wells prior to uploading new or historical data for these wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDF for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. Depending on timing and accuracy of the original survey as well as the capability and availability of the original surveyor to produce a GeoTracker compliant survey EDF, it may be necessary to resurvey these well to produce a properly certified

and GeoTracker compliant EDF. Assuming Stantec is provided a provided a GeoTracker compliant survey EDF of the eastings, northings, and elevations for the nine (9) proposed Western and Southern plume wells these will be uploaded to GeoTracker within the existing proposed budget. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. Providing Stantec these data in electronic data would significantly reduce the cost to upload these data into the project database.

7. Depending on the installation date of the nine (9) new proposed wells, a separate PDB deployment event in advance of the first sampling event for the new and existing Western and Southern plume wells may be required. Installation of the proposed new wells may occur following the regular deployment of PDBs during normal quarterly sampling for retrieval during subsequent quarterly sampling.
8. Additional unanticipated out of scope work as requested by the City.

### **FEE AND SCHEDULE**

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2013 Central Plume Monitoring/Reporting Services project. Stantec estimates a time and materials budget of \$20,000.00 for this scope of work. Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the recently contracted Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec will establish a separate Out of Scope Work/Well Maintenance Task for these services to track costs associated with the scope of work outlined above and will invoice the City with the regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the existing *Professional Services Agreement* approved by the City Council on April 17, 2013. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

AMENDMENT NO. 1

Stantec Consulting Corporation  
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_\_ day of August, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement as Exhibits 1 and 2, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on \_\_\_\_\_, 2013.

CITY OF LODI, a municipal corporation  
Hereinabove called "CITY"

STANTEC CONSULTING CORPORATION  
Hereinabove called "CONSULTANT"

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

\_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_  
RANDI JOHL-OLSON, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



## AGREEMENT FOR CONSULTING SERVICES

### ARTICLE 1 PARTIES AND PURPOSE

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on April 30, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

#### **Section 1.2 Purpose**

CITY selected the CONSULTANT to provide ground water monitoring/reporting services.

CITY wishes to enter into an agreement with CONSULTANT for GROUND WATER MONITORING/REPORTING SERVICES project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

### ARTICLE 2 SCOPE OF SERVICES

#### **Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall allow CONSULTANT a corresponding time to complete the required work. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

#### **Section 2.3 Meetings**

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

**Section 2.4 Staffing**

CONSULTANT acknowledges that 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 scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

**Section 2.5 Subcontracts**

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

**Section 2.6 Term**

This Agreement shall begin on May 26, 2013 and terminate on May 25, 2015. City shall have an option to extend this Agreement for an additional two years on the same terms as set forth herein by giving CONSULTANT written notice 30 days prior to the expiration of the initial term.

## **ARTICLE 3 COMPENSATION**

### **Section 3.1 Compensation**

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2 Method of Payment**

CONSULTANT shall submit invoices for completed work on a monthly basis, 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 and such invoices shall be paid within thirty (30) days of receipt by the City.

### **Section 3.3 Costs**

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

### **Section 3.4 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.

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 this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 Responsibility for Damage**

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents. The total amount of all claims the CITY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to (i) in the case of a claim that is not covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the lesser of the fees or \$500,000, or (ii) in the case of a claim that is covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the amount set forth in said Section. As the CITY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT'S employee's, officers, or directors.

The CONSULTANT'S liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and the CONSULTANT shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CITY, including but not limited to, claims for loss of use, loss of profits and loss of markets.

**Section 4.3 No Personal Liability**

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.4 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

**Section 4.5 Insurance Requirements for CONSULTANT**

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -  
Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -  
Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

**\$1,000,000 Combined Single Limits**

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Section 4.6 Worker's Compensation Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at

the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**Section 4.7 Attorney's Fees**

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

**Section 4.8 Successors and Assigns**

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.9 Notices**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
   F. Wally Sandelin, Public Works Director  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910

To CONSULTANT:      Stantec Consulting Corporation  
   Jim Grasty, Principal  
   3017 Kilgore Road, Ste. 100  
   Rancho Cordova, CA 95670

**Section 4.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

**Section 4.11 CONSULTANT Is Not an Employee of CITY**

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

**Section 4.12 Termination**

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

CONSULTANT may terminate this Agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Agreement.

**Section 4.13 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.14 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

**Section 4.15 Integration and Modification**

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

**Section 4.16 Applicable Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

**Section 4.17 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 the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

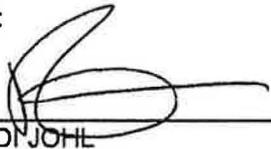
**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall, upon payment of the applicable invoices, allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days. CONSULTANT is allowed to retain a copy of all said items for archival purposes.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

ATTEST:

By:   
RANDI JOHL  
City Clerk

CITY OF LODI, a municipal corporation

By:   
KONRADT BARTLAM  
City Manager

APPROVED AS TO FORM:

By:   
D. STEPHEN SCHWABAUER  
City Attorney

STANTEC CONSULTING CORPORATION

By:   
JIM GRASTY  
Its: Managing Principal

Dated: 4/30/13

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Fee Proposal
- Exhibit C – Insurance Requirements

## SCOPE OF SERVICES

To complete the Scope of Services, Stantec proposes the following tasks:

Task 1: Project Management and Preparation of Health and Safety Plan

Task 2: Monitoring and Sampling

Task 3: Analytical Program

Task 4: Reporting

### *Task 1 – Project Management and Preparation of Health and Safety Plan*

Stantec will perform normal project management responsibilities including, but not limited to, budget tracking, invoicing, sub-contracting and payment for analytical laboratory services, and communication with the client as well as the RWQCB (when requested). Our services also include attending a kickoff meeting and quarterly project meetings. All field activities, including quarterly PDB deployment, depth to water measurements, and PDB sample retrieval will be properly scheduled in advance with the appropriate City personnel. As required, Stantec will perform necessary coordination with the City and the City's contracted laboratory (Moore Twining Associates, Inc. of Fresno, California) to obtain the analytical data for water supply wells No. 02, No. 06R, and No. 08 sampled by the City's Water Division.

Prior to commencement of field work, a site-specific Health and Safety Plan (HASP) will be prepared for the project as required by the Occupational Health and Safety Administration (OSHA) standard guidelines (29 CFR 1910.120), and by California Occupational Health and Safety Administration (Cal-OSHA) guidelines (CCR Title 8, Section 5192). Prior to performing any fieldwork, the HASP will be updated with appropriate field personnel and potential subcontractor information. The field staff and any potential contractors will review and sign the HASP before beginning field operations at the site.

### *Task 2 – Monitoring and Sampling*

Monitoring and sampling will be conducted for two years, beginning second quarter 2013 and extending through the first quarter 2015. Monitoring and sampling activities will continue to be conducted at Central Plume wells in accordance with MRP Order No. R5-2008-0813. In addition, existing and proposed monitoring wells associated with the Western and Southern Plumes will also be monitored and sampled in accordance with the MRP and RFP Exhibits A through D. Sampling of the Western and Southern plume monitoring wells is scheduled to begin third quarter 2013. These additional wells are identified in Treadwell and Rollo's (T&R) February 1, 2011 *Groundwater Monitoring Program Plan for the Western and Southern Plume Areas* (RFP Exhibit B) and subsequent T&R documents.



Per MRP Requirement (b), Page 3, PDB samplers are to be used in all monitoring wells, as such, typical indicator parameters (pH, electrical conductivity, and temperature) normally collected during well purging are not applicable. Per the RFP and Exhibit B of the RFP, depth-to-groundwater will be measured quarterly to the nearest 0.01 foot in all accessible wells (73) and recorded on Stantec's *Groundwater Gauging Form* and *Groundwater Sampling Form for Passive Diffusion Bags* (Examples of these forms are included in the sample report included as Appendix B). It is noteworthy that the RFP indicates groundwater samples will be collected quarterly from 74 wells. Per the MRP and RFP Exhibit B, the total number of wells in the program will be 73; well MW-19 (listed in Table 5 of Exhibit B) was already included in the Central Plume program as a gauge only well. Wells to be sampled each quarter (beginning third quarter 2013) include 41 quarterly, 49 semi-annually, and 69 annually in accordance with the schedule presented below.

SAMPLING FREQUENCY <sup>1</sup>			
	Quarterly	Semi-annually	Annually
Central Plume Wells	G-04; G-05; G-06; G-07; G-08; G-11; G-12; G-13; G-14A; G-15A; G-16A; G-16B; G-17A; G-18A; G-19A; G-24B; G-25A; G-25B; MW-06; MW-09; MW-12; MW-21A; MW-21B; MW-21C; MW-22B; MW-22C; MW-25B; MW-27D; PCP-4	G-24A; MW-23B; MW-23C	G-10; G-14B; G-14C; G-18B; G-25C; MW-08; MW-15; MW-17; MW-24A; MW-24B; MW-24C; MW-25C; MW-26D
Western Plume Wells	WMW-1A; WMW-1B; WMW-1C; WMW-2A; WMW-2B; WMW-2C; WMW-2D	MW-11	
Southern Plume Wells <sup>4</sup>	OS-2, SA-09, SA-10, SMW-1A, SMW-1B	SA-03, SA-06, SA-07,	MW-19, OS-1, SA-01, SA-02, SA-04, SA-05, SA-08
Total Wells Sampled	41	49	69
<p>1 All wells (including G-16C, G-18C, MW-13, MW-16, and MW-18) shall be monitored quarterly for depth to groundwater.</p> <p>2 Wells shall be sampled semi-annually during the first and third quarters.</p> <p>3 Wells shall be sampled annually during the third quarter.</p> <p>4 Western and Southern Plume Wells are scheduled for sampling beginning in third quarter 2013.</p>			

The table above is modified from the MRP and includes information from the monitoring program outlined in Tables 4 and 5 of RFP Exhibit B to indicate the respective number of samples collected during the quarterly, semi-annual, and annual sampling events. The PDB samplers are deployed at depths within the screened intervals a minimum of two weeks prior to sample retrieval to provide adequate time to equilibrate. Typically, the PDBs to be collected in a given quarter will be deployed during the previous quarterly monitoring and sampling event. The PDB deployment depths for Central Plume wells will continue at the same depths as the last four years and the deployment depths for the Western and Southern Plumes will be based on Tables 4 and 5 of RFP Exhibit B. The City currently uses 18-inch length sample bags (variable diameters are available). Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment also to ensure that the sample deployment cables are straight, and the PDB does not lodge in the casing prior the reaching the required depth. The PDB samplers can be procured pre-filled from the manufacturer or may be filled in the field with laboratory-supplied deionized water. Eon Products Inc. and Colombia Analytical Services are the two main suppliers of PDB samplers and suspension equipment.

The PDB sample for a given well is retrieved from the well and immediately dispensed into at least three, laboratory-prepared, 40-milliliter volatile organic analysis (VOA) sample containers with pre-completed sample labels. Appropriate sampling protocol for preparing sample-splits (minimum ten percent duplicates) is employed to maximize reproducibility of analyte concentrations within the three containers and duplicates. The samples are immediately placed in an iced-cooler for delivery under appropriate chain-of-custody protocol to a

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*Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment.*

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California-certified analytical laboratory. The sample collection time and date, sample depth, groundwater depth, depth to well bottom, sampling technician's name, other relevant information, and if a duplicate was collected from the well are recorded on Stantec's *Groundwater Sampling Form for Passive Diffusion Bags*. Depth-to-groundwater is measured prior to PDB retrieval and depth to well bottom measured following PDB retrieval. For costing purposes, Stantec will assume the same level of effort and accessibility to the Western and Southern Plumes wells as has been required during completion of the Central Plume program. Stantec will also assume that any needed access agreements are in place with the owners of the property where the Western and Southern Plume wells are located. Preliminary review of the SA and OS series well locations appear to indicate they are located on private property.

### ***Task 3 – Analytical Program and Quality Assurance/Quality Control***

The analytical program will be completed in accordance with MRP Order No. R5-2008-0813. Samples will be analyzed by a California-certified analytical laboratory using U.S. Environmental Protection Agency (EPA) sample preparation Method 5030B and EPA analytical Method 8260B. For consistency with previous analytical program, in addition to an 8260B full-spectrum scan, methyl tertiary butyl ether (MTBE), carbon disulfide, and acetone will also be reported.

Quality assurance and quality control (QA/QC) protocol are not specified in the RFP or MRP. In Stantec's PDB sampling programs, typically ten percent of the total number of samples retrieved are analyzed as QA/QC duplicate samples and one trip blank per cooler is also analyzed. Although not required, Stantec also recommends analysis of a representative field blank of the laboratory-grade deionized water within the PDB sampler. In addition to Level II QA/QC procedures used by the analytical laboratory, the relative percent difference (RPD) between the primary and duplicate samples will be calculated and documented in the monitoring reports.

### ***Task 4 – Data Analysis, Reporting, and GeoTracker Submittal***

Quarterly data analysis, reporting, and GeoTracker submittal will be performed for two years. Stantec currently maintains the City's EQUIS chemical database containing historical analytical data for the Central Plume wells. Stantec requests that the City provide Excel files with the historical analytical and depth to groundwater data for the Western and Southern Plume wells to be added to the sampling program in third quarter 2013. These historical data will be added to the City's chemical database and are critical to proper interpretation of analyte concentration trends. Each quarter, the project's California-certified analytical laboratory will provide a GeoTracker compatible Electronic Data Deliverable (EDD) for uploading to GeoTracker and an EQUIS compatible EDD for addition to the project database.



Stantec's Information Management Systems Group has prepared a document entitled *Laboratory Standard Operating Procedures*, which details a thorough series of EDD format and quality checks and is provided to the analytical facility. The EDDs will be processed through a rigorous set of electronic quality checks and procedures before being imported into the database. Subsequently, a random ten percent of all samples will be checked for completeness and accuracy against the laboratory PDF and field notes. Another ten percent of the samples will be checked at the peer-review stage. By importing the data electronically and automating the process, data integrity and quality is significantly improved.

A variety of software tools and applications are used by Stantec to create the MRP-required tables and figures for quarterly and annual reports. Our project team determines the best applications and tools for the project dataset, which may include ArcGIS, Manifold, Surfer, EnviroInsight, etc., and which may evolve as new applications are developed. Stantec assumes that all well construction details, historical water elevation, flow, and gradient data for the Western and Southern Plume wells will be provided in Excel files for inclusion in the database and generation of the MRP-required tables. If some of these datasets are not currently available electronically, Stantec may also be able to work with scanned or PDF datasets, however this is not part of the scope as defined in this proposal.

Following the generation and QA/QC of the required tables and figures, Stantec's scientists will evaluate the data and prepare the narrative describing sampling methods, QA/QC data, comparisons with regulatory standards, concentration and elevation trends, gradient data, and plume delineation. Quarterly and annual reporting will be completed in accordance with MRP Order No. R5-2008-0813. First, second, and third quarter reports will be submitted by May 1st, August 1st, and November 1st, respectively. The fourth quarter and annual report will be submitted by March 1st. Reports will be submitted to the City in draft form for review by the City two weeks prior to the above submittal dates. Revised reports incorporating mutually agreeable comments will be submitted to the RWQCB within one week of receiving City comments and by the above prescribed submittal dates.

Historical monitoring reports for the Central Plume, submitted prior to second quarter 2009 when Stantec began preparing them, were not in full compliance with MRP requirements. There were several MRP reporting requirements omitted. Most Important was Requirement (f), Page 4, which required: "A table showing historical...vertical (if applicable) flow directions and gradients." Chemicals are currently detected in four groundwater zones and vertical gradients control the migration of groundwater contaminants between the different zones. The City has previously installed ten multiple-aquifer well clusters to allow calculation of vertical gradients. These data are critical to evaluating the spatial and temporal concentration trends and monitoring remedial methods. Stantec monitoring reports are in full compliance with the MRP and now include Table 6, *Recent and Historical Vertical Groundwater Gradient Data* and a discussion of vertical gradients.

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*The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements.*

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In compliance with the requirements of the California Code of Regulations, Title 23, Division 3, Chapter 30, Stantec's quarterly monitoring reports (and EDD's of quarterly analytical data) will be submitted electronically to the State Water Board GeoTracker database system. In 2009, Stantec reviewed and summarized the City's historical Central Plume EDDs on GeoTracker for missing data. Per the City's request, Stantec worked with the previous analytical laboratory to obtain and upload missing EDDs, bringing the Central Plume site into GeoTracker compliance.

The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements. Stantec will provide an estimated cost to work with the City and T&R to bring these sites into compliance.

The MRP requires summaries of the remedial system performance in the quarterly and annual reports (i.e., MRP Reporting Requirements [i] and [j] and Annual Reporting Requirement [e]). Stantec will continue to work with the City's current remedial consultant that operates the soil vapor extraction (SVE) and groundwater extraction and treatment (GWET) systems to provide the required remedial summary in the quarterly and annual monitoring reports.

As an option for the City, Stantec can deploy a web portal site for project management and data access by the City Project Team. The portal can provide resources to coordinate activities, transfer documents, maintain schedules, etc., and will be enabled for data access and GIS so that the City can query information relating to water levels, field parameters, and laboratory water quality analyses at any time in a user friendly format.

**City of Lodi  
2013-2015  
Monitoring, Sampling, and Reporting Services  
Time and Materials  
Estimated Budget**

CLASSIFICATION	UNITS	RATE	Quarterly Project Management		2nd Qtr 2013 Monitoring & Sampling & Analytical		2nd Qtr 2013 Data Analysis, Reporting, & Geotracker		Remaining Qtrs Monitoring, Sampling & Analytical		Remaining Qtrs Data Analysis, Reporting, & Geotracker		TOTAL ESTIMATED FEES
			Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	
<b>STANTEC LABOR</b>													
Senior (Billing Level 14)	Hour	\$167	6	\$1,002	2	\$334	9	\$1,503	3	\$501	12	\$2,004	
Associate (Billing Level 10)	Hour	\$122	0	\$0	0	\$0	2	\$244	0	\$0	3	\$366	
Project (Billing Level 9)	Hour	\$113	0	\$0	0	\$0	21	\$2,373	0	\$0	22	\$2,486	
Staff (Billing Level 7)	Hour	\$95	2	\$190	2	\$190	2	\$190	3	\$285	3	\$285	
Technician III (Billing Level 6)	Hour	\$87	0	\$0	26	\$2,262	0	\$0	38	\$3,306	0	\$0	
Senior Drafter/GIS (Billing Level 8)	Hour	\$104	0	\$0	0	\$0	10	\$1,040	0	\$0	11	\$1,144	
Admin (Billing Level 5)	Hour	\$80	3	\$240	0	\$0	2.5	\$200	0	\$0	3	\$240	
<b>LABOR COSTS (Per Qtr)</b>				<b>\$1,432</b>		<b>\$2,786</b>		<b>\$5,550</b>		<b>\$4,092</b>		<b>\$6,625</b>	
<b>STANTEC EQUIPMENT</b>													
Water Level Meter	Day	\$30	0	\$0	2	\$60	0	\$0	3	\$90	0	\$0	
Field Vehicle	Day	\$125	0	\$0	2	\$250	0	\$0	3	\$375	0	\$0	
Delineators/Cones/Flags	Day	\$55	0	\$0	2	\$110	0	\$0	3	\$165	0	\$0	
<b>EQUIPMENT COSTS (Per Qtr)</b>				<b>\$0</b>		<b>\$420</b>		<b>\$0</b>		<b>\$630</b>		<b>\$0</b>	
<b>REBILLABLES</b>													
Laboratory (8260) 2nd Qtr 13	Each	\$65	0	\$0	33	\$2,145	0	\$0	0	\$0	0	\$0	
Laboratory (8260) Remaining Qtrs	Each	\$65	0	\$0	0	\$0	0	\$0	59	\$3,835	0	\$0	
Shipping/Postage	Each	\$20	1	\$20	0	\$0	0	\$0	0	\$0	0	\$0	
Mileage	Each	\$0.565	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Deionized Water Fill for PDBs	Each	\$4	0	\$0	30	\$120	0	\$0	53	\$212	0	\$0	
Diffusion sampler	Each	\$18	0	\$0	30	\$540	0	\$0	53	\$954	0	\$0	
<b>REBILLABLES (Per Qtr)</b>	Markup	10%		<b>\$22</b>		<b>\$3,086</b>		<b>\$0</b>		<b>\$5,501</b>		<b>\$0</b>	
<b>TOTAL COST PER 1/4</b>				<b>\$1,454</b>		<b>\$6,292</b>		<b>\$5,550</b>		<b>\$10,223</b>		<b>\$6,525</b>	
<b>ESTIMATED FEE FOR YEAR 1</b>				<b>\$5,816</b>		<b>\$6,292</b>		<b>\$5,550</b>	3Qtrs =	<b>\$30,669</b>	3Qtrs =	<b>\$19,575</b>	<b>\$67,902</b>
<b>ESTIMATED FEE FOR YEAR 2: % Increase =</b>	2.50%			<b>\$5,961</b>		<b>Not Included</b>			4Qtrs =	<b>\$67,164</b>	4Qtrs =	<b>\$26,753</b>	<b>\$89,868</b>
<b>TOTAL FEE ESTIMATE FOR TWO YEAR CONTRACT</b>				<b>\$11,777</b>		<b>\$6,292</b>		<b>\$5,550</b>		<b>\$87,823</b>		<b>\$46,328</b>	<b>\$157,770</b>
<b>ESTIMATED FEE FOR YEAR 3: % Increase =</b>	3.00%			<b>\$6,140</b>		<b>Not Included</b>				<b>\$58,869</b>		<b>\$27,555</b>	<b>\$92,564</b>
<b>ESTIMATED FEE FOR YEAR 4: % Increase =</b>	3.00%			<b>\$6,324</b>		<b>Not Included</b>				<b>\$60,635</b>		<b>\$28,382</b>	<b>\$95,341</b>
<b>TOTAL FEE ESTIMATE FOR TWO YEAR EXTENSION</b>				<b>\$12,465</b>		<b>Not Included</b>				<b>\$119,503</b>		<b>\$55,937</b>	<b>\$187,905</b>



## EXHIBIT C

**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such Insurance shall be as follows:

- |   |   |
|---|---|
| 1. <b><u>COMPREHENSIVE GENERAL LIABILITY</u></b><br>\$1,000,000 Ea. Occurrence<br><br>\$1,000,000 Aggregate | 2. <b><u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></b><br>\$1,000,000 Bodily Injury - Ea. Person<br>\$1,000,000 Bodily Injury - Ea. Occurrence<br><br>\$1,000,000 Property Damage - Ea. Occurrence |
| 3. <b><u>PROFESSIONAL LIABILITY</u></b><br>\$1,000,000 Ea. Occurrence                                       |   |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.

## SCOPE OF SERVICES

### Amendment No. 1

#### Stantec Consulting Corporation

Based on project history, Stantec's experience and current understanding of the additional monitoring wells and their sampling history, a variety of out-of scope work will be required to keep the project on track, GeoTracker compliant, present the analytical data in the best light, and keep the Regional Board satisfied. The additional monitoring wells are existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and the new proposed wells WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D, SMW-1A, and SMW-1B. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs and total depths to confirm construction. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the presence or absence and integrity of PDB suspension harnesses in the existing 15 existing Western and Southern plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project. Where present with adequate integrity, confirmation is required of the correct deployment depths for well construction and consistency with Tables 4 and 5 of Regional Board-approved Western and Southern plume monitoring and sampling program.
4. Procurement and deployment of new PDB harnesses as needed for the 15 existing Western and Southern plume wells after determining the specifications of each.
5. Procurement and deployment of new PDB harnesses for the nine (9) proposed new Western and Southern plume wells.
6. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This requires GeoTracker submittal of Field Point Names for existing and new proposed Western and Southern plume wells prior to uploading new or historical data for these wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDF for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. Depending on timing and accuracy of the original survey as well as the capability and availability of the original surveyor to produce a GeoTracker compliant survey EDF, it may be necessary to resurvey these well to produce a properly certified and GeoTracker compliant EDF. Assuming Stantec is provided a provided a

GeoTracker compliant survey EDF of the eastings, northings, and elevations for the nine (9) proposed Western and Southern plume wells these will be uploaded to GeoTracker within the existing proposed budget. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. Providing Stantec these data in electronic data would significantly reduce the cost to upload these data into the project database.

7. Depending on the installation date of the nine (9) new proposed wells, a separate PDB deployment event in advance of the first sampling event for the new and existing Western and Southern plume wells may be required. Installation of the proposed new wells may occur following the regular deployment of PDBs during normal quarterly sampling for retrieval during subsequent quarterly sampling.
8. Additional unanticipated out of scope work as requested by the City.

### **FEE AND SCHEDULE**

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2013 Central Plume Monitoring/Reporting Services project. Stantec estimates a time and materials budget of \$20,000.00 for this scope of work. Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the recently contracted Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec will establish a separate Out of Scope Work/Well Maintenance Task for these services to track costs associated with the scope of work outlined above and will invoice the City with the regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the existing *Professional Services Agreement* approved by the City Council on April 17, 2013. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

## CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	7/23/2013
4. DEPARTMENT/DIVISION:	Public Works		

### 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	190		3205	Fund Balance	\$ 10,000.00
	185		3205	Fund Balance	\$ 10,000.00
B. USE OF FINANCING	190	190202	7323	Groundwater Monitoring/Reporting	\$ 10,000.00
	185	185126	7323	Groundwater Monitoring/Reporting	\$ 10,000.00

### 7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional services agreement with Stantec Consulting for groundwater monitoring/reporting services.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: \_\_\_\_\_

*Alwally Sandeei*

### 8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-143

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL  
SERVICES AGREEMENT WITH STANTEC CONSULTING CORPORATION  
FOR GROUNDWATER MONITORING AND MONITORING WELL  
MAINTENANCE SERVICES, AND FURTHER APPROPRIATING FUNDS

WHEREAS, on April 17, 2013, City Council approved a Professional Services Agreement (PSA) with Stantec Consulting Corporation to provide groundwater monitoring and monitoring well maintenance services for the Central, Western, and Southern plumes; and

WHEREAS, Stantec has been providing related services to the City for the past four years with excellent results; and

WHEREAS, based on the City's prior experience with the monitoring and reporting program, it is prudent to include in the scope of work provisions for well maintenance and repair, replacement of sample bag support harnesses, updating GeoTracker information for older wells being added to the monitoring program, and other miscellaneous services related to the monitoring wells; and

WHEREAS, staff recommends approving Amendment No. 1 to the Stantec PSA to provide these services on a time and materials basis for an amount not to exceed \$20,000. It is expected this amount will cover the initial two-year term of the PSA and the optional two-year extension.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, California, for groundwater monitoring and monitoring well maintenance services for the Central, Western, and Southern plumes, in an amount not to exceed \$20,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$20,000 be appropriated from Central Plume PCE/TCE Cleanup Funds and Southern and Western Plume PCE/TCE Cleanup Funds.

Dated: August 7, 2013

I hereby certify that Resolution No. 2013-143 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL-OLSON  
City Clerk