



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Pretreatment Program Assistance for White Slough Water Pollution Control Facility with Larry Walker Associates, of Davis (\$56,290)

**MEETING DATE:** November 6, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Professional Services Agreement for Pretreatment Program assistance for White Slough Water Pollution Control Facility with Larry Walker Associates, of Davis, in the amount of \$56,290.

**BACKGROUND INFORMATION:** The United States Environmental Protection Agency (USEPA) and the Central Valley Regional Water Quality Control Board (RWQCB) through a consultant, CDM Smith, conducted a Pretreatment Compliance Inspection of White Slough Water Pollution Control Facility (WSWPCF) on March 28, 2013. The Pretreatment Compliance Inspection Summary Report, dated August 2, 2013, included requirements that must be implemented and other recommendations that should be considered for implementation. The findings identified three primary areas of the Pretreatment Program that need to be revised and updated:

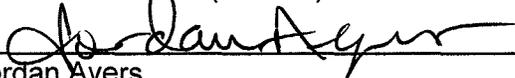
- Sewer Use Ordinance
- Enforcement Response Plan
- Local Limits

The City developed its current local limits using USEPA's 1987 Guidance Manual on the Development and Implementation of Local Discharge Limitations under the Pretreatment Program. USEPA subsequently updated that document with the 2004 Local Limits Development Guidance, which provides better guidance on local limits development. WSWPCF staff does not possess the expertise to complete this work, and Larry Walker Associates (LWA) has successfully performed this work for other agencies throughout California and is recognized for their pretreatment technical expertise by both the USEPA and RWQCB.

Staff recommends approval of the LWA Professional Services Agreement for the WSWPCF Pretreatment Program assistance in the amount of \$56,290.

**FISCAL IMPACT:** This work is necessary to maintain regulatory compliance and failure to complete could result in monetary penalties.

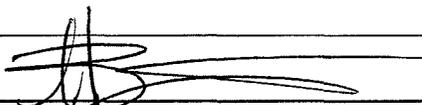
**FUNDING AVAILABLE:** Wastewater Plant (170403)

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

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

Prepared by Larry Parlin, Deputy Public Works Director - Utilities  
 FWS/LP/pmf

APPROVED:

  
 \_\_\_\_\_  
 Konradt Bartlam, City Manager

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and LARRY WALKER ASSOCIATES (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Pretreatment Program Assistance for White Slough Water Pollution Control Facility (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

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

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff 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 CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR 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 CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on November 15, 2013 and terminates upon the completion of the Scope of Services or on December 31, 2014, whichever occurs first.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR 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**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4 Auditing**

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR 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 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR 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 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910  
   Attn: Larry Parlin

To CONTRACTOR:      Larry Walker Associates  
   707 Fourth Street, Suite 200  
   Davis, CA 95616

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR 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, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR 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 CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. 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 San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 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 hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**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 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 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

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

**Section 4.20 Authority**

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

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

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

CITY OF LODI, a municipal corporation

ATTEST:

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

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

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

LARRY WALKER ASSOCIATES

By: \_\_\_\_\_  


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

- Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source: 170403**  
**(Business Unit & Account No.)**

Doc ID:WP\Projects\PSAs\LarryWalkerAssociates

CA:rev.07.2013

707 Fourth Street, Suite 200  
Davis, CA 95616

530.753.6400  
530.753.7030 fax

www.lwa.com



September 30, 2013

Mr. Larry Parlin  
Deputy Public Works Director  
City of Lodi  
1331 South Ham Lane  
Lodi, CA 95242

### **Scope of Services for Pretreatment Program Assistance**

Dear Mr. Parlin:

Per your request, Larry Walker Associates (LWA) is pleased to submit this scope of services to the City of Lodi (City) to provide assistance with its Pretreatment Program.

The United States Environmental Protection Agency (USEPA) and the Central Valley Regional Water Quality Control Board (Regional Water Board) through a consultant, CDM Smith, conducted a Pretreatment Compliance Inspection (PCI) of the White Slough Water Pollution Control Facility (Facility) on 28 March 2013. The *Pretreatment Compliance Inspection Summary Report*, dated 2 August 2013, (Summary Report) summarized the PCI, including requirements that must be implemented and recommendations that may be considered for implementation. The findings identified three primary areas of the Pretreatment Program that needed to be updated:

- Sewer Use Ordinance (SUO);
- Enforcement Response Plan (ERP); and
- Local limits.

### **Scope of Services**

LWA proposes the following scope of services to support the City's Pretreatment Program:

- Task 1. Project Management
- Task 2. Review Existing Data and Information
- Task 3. Develop Local Limits Sampling Plan
- Task 4. Provide Local Limits Monitoring Support
- Task 5. Establish Local Limits
- Task 6. Assist with Public Participation
- Task 7. Respond to Regional Water Board Comments
- Task 8. Update Sewer Use Ordinance (Optional)

- Task 9. Update Enforcement Response Plan (Optional)

Each task is discussed in more detail below.

**Task 1: Project Management**

LWA will provide on-going project management, which includes regular communication with the City regarding the project schedule, budgets, expenditures and other issues related to the administration of the contract.

**Task 2. Review Existing Data and Information**

The City developed its current local limits using USEPA's 1987 *Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program*. USEPA subsequently updated that document with the 2004 *Local Limits Development Guidance (Local Limits Guidance)*, which provides better guidance on how to approach local limits development.

LWA will review background information in order to determine if all pollutants of concern (POCs) have been addressed or if other POCs need local limits development. This review will also allow LWA to determine the extent of any additional sampling, which may be required for local limits development. The information to be reviewed will include, at a minimum, the following:

- Sewer Use Ordinance;
- 2011 and 2012 Pretreatment Annual Reports;
- Current industrial user survey;
- Recent industrial monitoring data;
- Current National Pollutant Discharge Elimination System (NPDES) permit;
- Recent Facility data (influent, effluent, biosolids);
- Recent collection system data; and
- Process unit diagrams and design capacities.

LWA will review the City's NPDES permit compliance history over the past two years to determine whether local limits currently in place provide sufficient protection of the Facility from pass-through and interference.

As part of this task, LWA will also conduct a site visit to determine appropriate locations for sample collection and equipment set-up.

**Task 3. Develop Local Limits Sampling Plan**

Based on the review of the information and data in Task 2, LWA will develop a Local Limits Sampling Plan that outlines the steps required for local limits development/update and approval by the Regional Water Board. It is expected that some degree of

sampling will likely be required. The sampling plan will be developed following Local Limits Guidance and federal pretreatment program regulations, and include the following elements:

- White Slough Water Pollution Control Facility description;
- Local limits development approach;
- Proposed sampling plan, including identification of POCs and sampling locations and procedures;
- Appropriate analytical detection limits for each POC;
- Sampling containers, container cleaning procedures, and sampling procedures to minimize/eliminate contamination; and
- Appropriate quality assurance/quality control (QA/QC) program for sampling and analytical control.

LWA will prepare draft and final versions of the Local Limits Sampling Plan for the City to review.

#### ***Task 4. Provide Local Limits Monitoring Support***

As stated previously, it is anticipated that some level of sampling will be required to collect the water quality data necessary to develop technically-based, defensible local limits. According to Local Limits Guidance, a publicly-owned treatment works similar to the size of the Facility may need to conduct local limits sampling for up to 14 consecutive days. The extent of the sampling will be determined in Tasks 2 and 3.

This scope of work provides the City with two options for local limits sampling:

LWA will prepare field logs and sample chain-of-custody forms for the monitoring effort. LWA will provide technical support during the local limits monitoring effort, including training City staff, as needed, for sampling activities and answering questions related to the sampling activities. This task does not include LWA providing staff for sampling events, conducting analytical laboratory coordination, or procuring sampling equipment. The City will provide sampling crews, sampling equipment, sample delivery to laboratories, and in-house or contract laboratory services.

Local Limits Guidance also recommends conducting consecutive daily sampling during dry weather periods. Depending on when the project commences and the weather, sampling efforts may be delayed as late as Spring 2014.

#### ***Task 5. Establish Local Limits***

LWA will update, develop, and recommend local limits for appropriate POCs. Using site-specific data, existing data, and data obtained during local limits monitoring, LWA will compute local limits for conventional and toxic pollutants following Local Limits Guidance. Local limits will be based on requirements in the City's NPDES permit,

collection system and Facility performance data, process upset and inhibition levels, and other regulatory requirements.

Numeric local limits, based on allowable headworks loading criteria, will be established based on one or more of the following criteria:

- Allowable headworks loading based on prevention of:
  - Pass-through;
  - Exceedance of NPDES permit effluent limits;
  - Interference with Facility operations;
  - Treatment process inhibition;
  - Exceedance of biosolids restrictions;
- Collection system effects based on prevention of:
  - Fire/explosion;
  - Corrosion;
  - Flow obstruction;
  - Heat effects; and
  - Fume toxicity.

LWA will prepare a Local Limits Report presenting the proposed local limits and technical justification for their establishment. Local limits will be presented as maximum allowable industrial loads (MAILs), which will be submitted to the Regional Water Board for approval. The City will reserve the right to determine the appropriate allocation of the MAILs once they have been approved. However, LWA will convert these MAILs to uniform concentration limits to allow the City to compare proposed local limits to existing local limits and industrial user data, which is typically the first step in determining the appropriate local limit allocation methods.

A draft report will be submitted to the City for review and comment. LWA will conduct a meeting or conference call with the City to present the draft report and to discuss any comments that the City may have on the draft report. A final draft report will be produced and provided to the City for submittal to the Regional Water Board for comment and approval.

#### ***Task 6. Assist with Public Participation***

Part 403 of Title 40 of the Code of Federal Regulations requires the City conduct a public participation phase in local limits development to inform the public as well as the regulated industrial users. LWA will assist the City in conducting public participation activities including providing outreach to industrial users.

***Task 7. Respond to Regional Water Board Comments***

Upon submittal of the final draft Local Limits Report to the Regional Water Board, the Regional Water Board typically uses an independent contractor to review and audit the Local Limits Report. This process may take up to two years. When the audit findings are available, LWA will assist the City in preparing its response. Based on the City's response, LWA will make necessary modifications to the final draft report and finalize the Local Limits Report.

***Task 8: Update Sewer Use Ordinance***

This is an optional task. The Summary Report identified specific changes that must be made to the City's SUO. LWA will review and revise City's SUO, including incorporation of the Pretreatment Streamlining Rules, such that it complies with all applicable Federal Pretreatment Regulations.

LWA will prepare a draft SUO for the City's review. The City's legal counsel will need to review the draft SUO prior to providing the document for public comment. After the public comment period, LWA will address and incorporate relevant public comments and prepare a final draft electronic document that the City can submit to the Regional Water Board and City Council for approval.

The City will also need to update its SUO upon completion of the local limits update. Because it is unclear when the Regional Water Board may approve the proposed local limits, this update of the SUO will not include an update to the local limits.

***Task 9: Update Enforcement Response Plan***

This is an optional task. The Summary Report identified specific changes that must be made to the City's ERP, which details the escalating steps of enforcement actions that the City can take against an industrial user in the event of non-compliance with its industrial user permit. LWA will review and revise the City's ERP such that it complies with all applicable Federal Pretreatment Regulations.

LWA will prepare a draft ERP for the City's review. The City's legal counsel will need to review the draft ERP prior to providing the document for public comment. After the public comment period, LWA will address and incorporate relevant public comments and prepare a final draft electronic document that the City can submit to the Regional Water Board and City Council for approval.

## Project Schedule

A general project schedule is presented in the table below.

Task No.	Task	Anticipated Schedule for Completion <sup>(1)</sup>
1	Project Management	On-going
2	Review Existing Data and Information	1 Month
3	Develop Local Limits Sampling Plan	1 Month
4	Provide Local Limits Monitoring Support	2 Months <sup>(2)</sup>
5	Establish Local Limits	6 Months
6	Assist with Public Participation	8 Months
7	Respond to Regional Water Board Comments	<sup>(3)</sup>
8	Update Sewer Use Ordinance (Optional)	2 Months
9	Update Enforcement Response Plan (Optional)	2 Months

(1) Schedule is time after receiving a Notice to Proceed.

(2) Depending on when the Notice to Proceed is received and weather conditions, this task may be delayed by four to six months.

(3) This task is contingent on receiving comments from the Regional Water Board. It is anticipated that this task will take approximately one month after receiving comments.

## Cost Estimate

The work described above will be conducted on a time and materials basis according to LWA's current billing rates with a not-to-exceed amount of \$56,290. LWA billing rates are adjusted annually on July 1. A detailed cost breakdown by task is presented in **Attachment A**.

We look forward to the opportunity to work with the City and respond to your needs in an efficient and effective manner. Please feel free to contact me should you have any questions or concerns regarding this scope of services and/or cost estimate.

Yours truly,



Brian Laurensen, P.E.  
Vice President

Attachment A – Cost Estimate

ATTACHMENT A

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## Cost Estimate

Task	Description	Labor Hours					Total Hours	Total Labor Costs	Other Direct Costs	Total Cost
		Project Manager (\$205/hr)	Project Advisor (\$255/hr)	Project Engineer (\$185/hr)	Field Staff (\$140/hr)	Contract Admin (\$140/hr)				
1	Project Management	8				12	20	\$ 3,320	\$ 200	\$ 3,520
2	Review Existing Data and Information	2		20			22	\$ 4,110	\$ 100	\$ 4,210
3	Develop Local Limits Sampling Plan	2		20			22	\$ 4,110		\$ 4,110
4	Provide Local Limits Monitoring Support	8		16			24	\$ 4,600	\$ 100	\$ 4,700
5	Establish Local Limits	8	4	80			92	\$17,460	\$ 100	\$ 17,560
6	Assist with Public Participation	8		4			12	\$ 2,380	\$ 200	\$ 2,580
7	Respond to Regional Water Board Comments	8	2	8			18	\$ 3,630		\$ 3,630
8	Update Sewer Use Ordinance	4	2	40			46	\$ 8,730		\$ 8,730
9	Update Enforcement Response Plan	4	2	32			38	\$ 7,250		\$ 7,250
TOTAL		52	10	220		12	294	\$55,590	\$ 700	\$ 56,290



**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. <u>COMPREHENSIVE GENERAL LIABILITY</u><br>\$1,000,000 Ea. Occurrence<br>\$2,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br>\$1,000,000 - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS</u><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) Completed Operations Endorsement  
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (d) 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.
- (e) 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. A waiver of subrogation is required for workers compensation insurance. 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.

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.

RESOLUTION NO. 2013-188

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT FOR  
PRETREATMENT PROGRAM ASSISTANCE FOR THE  
WHITE SLOUGH WATER POLLUTION CONTROL  
FACILITY WITH LARRY WALKER ASSOCIATES

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WHEREAS, the United States Environmental Protection Agency (USEPA) and the Central Valley Regional Water Quality Control Board (RWQCB) conducted a Pretreatment Compliance Inspection of White Slough Water Pollution Control Facility (WSWPCF) on March 28, 2013. The Pretreatment Compliance Inspection Summary Report, dated August 2, 2013, included requirements that must be implemented and other recommendations that should be considered for implementation; and

WHEREAS, WSWPCF staff does not possess the expertise to complete the work required by the Pretreatment Compliance Inspection Summary Report; however, Larry Walker Associates has successfully performed this work for other agencies throughout California and is recognized for its pretreatment technical expertise by both the USEPA and RWQCB; and

WHEREAS, staff recommends approval of the Professional Services Agreement for the White Slough Water Pollution Control Facility Pretreatment Program Assistance with Larry Walker Associates, of Davis, California, in the amount of \$56,290.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for Pretreatment Program assistance for White Slough Water Pollution Control Facility with Larry Walker Associates, of Davis, California, in the amount of \$56,290.

Dated: November 6, 2013

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I hereby certify that Resolution No. 2013-188 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and  
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON  
City Clerk