



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with Carollo Engineers, Inc., of Sacramento (\$90,000)

MEETING DATE: November 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to Professional Services Agreement with Carollo Engineers, Inc., of Sacramento, in the amount of \$90,000.

BACKGROUND INFORMATION: On April 18, 2012, City Council approved a Professional Services Agreement with Carollo Engineers, Inc., to provide Surface Water Treatment Plant (SWTP) transition management services. These services include technical support and assistance with the Pall membrane system, review of plant operations and performance data, and assistance with special studies required by the California Department of Public Health (CDPH), which regulates the facility. Carollo has successfully provided these services, and its continued assistance is important as the SWTP transitions to unattended operation in early 2014.

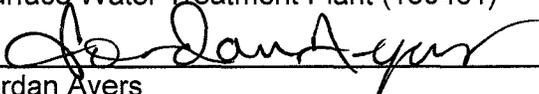
Additional major tasks to be completed in 2014 include:

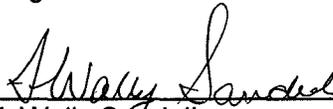
- CDPH One-Year Operations Report
- Develop Final Criteria for Unmanned Operation
- Obtain Final CDPH Permit
- Ongoing SWTP Performance Review

Staff recommends approving the amendment to provide these services on a time-and-material basis for an amount not to exceed \$90,000 through December 31, 2014.

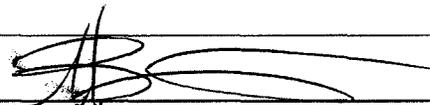
FISCAL IMPACT: These services will result in stable operation and maintenance costs.

FUNDING AVAILABLE: Surface Water Treatment Plant (180461)


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

AMENDMENT NO. 1

Carollo Engineers, Inc.
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this _____ day of November, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CAROLLO ENGINEERS, INC. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 24, 2012, and a Contract Extension Agreement (Extension) on July 12, 2013, as set forth in Attachment 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Attachment 2 (attached) and by extending the Term to December 31, 2014; 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 Attachments 1 and 2, respectively. The Term of the Agreement shall be extended to December 31, 2014. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on _____, 2013.

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

CAROLLO ENGINEERS, INC.
Hereinabove called "CONTRACTOR"

KONRADT BARTLAM
City Manager

NAME:
TITLE:

Attest:

RANDI JOHL-OLSON, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney

CONTRACT EXTENSION AGREEMENT

CAROLLO ENGINEERS, INC.
SURFACE WATER TREATMENT FACILITY TRANSITION MANAGEMENT

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 12th day of July, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and CAROLLO ENGINEERS, INC., hereinafter called "Contractor."

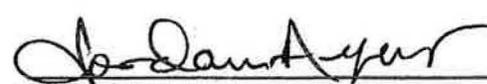
WITNESSETH:

1. CONTRACT: Contractor and City, entered into a contract for Surface Water Treatment Facility Transition Management on April 24, 2012.
2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of 1 (one) year, commencing immediately and terminating June 30, 2014. All other terms and conditions will remain as set forth in the Contract for Surface Water Treatment Facility Transition Management attached hereto as Exhibit 1 and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Extension Agreement on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "City"

CAROLLO ENGINEERS, INC.
hereinabove called "Contractor"

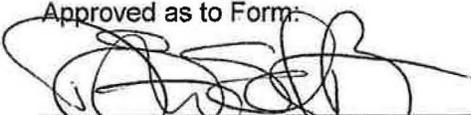

 KONRADT BARTLAM, City Manager


 Kathleen Marks, Vice President

Attest:


 RANDI JOHL-OLSON, City Clerk

Approved as to Form:


 D. STEPHEN SCWABAUER, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on April 24, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CAROLLO ENGINEERS, INC. (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 Surface Water Treatment Facility Transition Management Services (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 May 1, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2013, 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: Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
Attn: Kathy Marks

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 apply to this contract. In the event of a conflict between the terms of this contract 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:



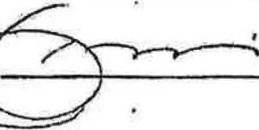
RANDI JOHL
City Clerk



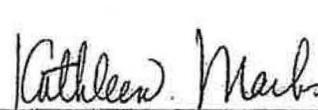
KONRADT BARTLAM, City Manager

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

CONTRACTOR: Carollo Engineers, Inc.

By: 

By:
Name:
Title:

 
Kathleen Marks SCOTT PARKER
Vice-President VICE-PRESIDENT

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

Funding Source: 180461
(Business Unit & Account No.)

Doc ID: Projects\Water\SWTF\PSA_CarloloEngineers

CArev.01.2012

**City of Lodi
Surface Water Treatment Facility
Transition Management Services**

SCOPE OF SERVICES

INTRODUCTION

The City of Lodi is completing the construction of a new surface water treatment plant (SWTP) which will be using Pall Membranes to treat Mokelumne River water for domestic use. The SWTP was designed by HDR who is providing the engineering services during construction including the O&M Manual. The California Department of Public Health has told the City that they want operator staffing with Pall experience running this SWTP. A new supervisory control and data acquisition (SCADA) system will be implemented at the SWTP and will replace the existing well monitoring and control system. The City has requested that Carollo Engineers provide an engineer who has Pall experience to assist with the startup, training, and optimization of the SWTP.

The City has hired a chief operator and will hire four new operators and one electrician/instrumentation technician. The City will need assistance to determine the best way to get laboratory testing completed, heavy maintenance completed and SCADA maintenance completed.

The new SCADA system will control the existing wells and their new hypochlorite feed from plant. The system will also have to work with the 3 million gallon storage reservoir and use the City's water rights. The City has 1,000 acre feet (AF) of pre 1914 water rights consisting of 1,000 AF from October through March and 5,000 AF from March through October. In addition, the City has 1,000 to 2,000 AF of purchased water banked over the past 8 years that will have to be tracked and managed.

The SWTP construction contractor (Overaa) plans to start plant testing in July and turn the plant over to the City in August. Overaa appears to be on schedule. Based on this schedule the City would like these startup services to start no later than May 1, 2012.

It is understood by all parties that after startup, the SWTP will take several years to bring to normal optimized operation. This will include:

- Modifications to overcome supplied equipment deficiencies and issues that cannot be resolved during construction.
- Process optimization to produce best quality water, which will have to be determined based on plant actual treatment process performance.
- If the plant treatment process is direct filtration with Pall micro filtration (MF), it may require more MF optimization to produce better system availability (e.g., minimize cleanings and downtime). MF permeate quality is independent from raw water quality
- If there is a pretreatment process unit upstream of Pall MF, it may be worth optimizing it. For example, producing 2 NTU water with a clarifier upstream of the membranes is not necessary. 5 NTU won't make a difference and coagulant could be saved.
- Optimization to minimize staffing, electrical and chemical consumption

SCOPE OF SERVICES

The following listed tasks provide a laundry list of items that will require varying degrees of assistance depending on the staff availabilities and capabilities. The hours and fees for each of these tasks are estimates that will be adjusted between the tasks based on direction from staff.

- A. Assist to Develop Required Staff and Define Outsourced Activities
 - a. Have Chief Operator
 - b. About to hire operators
 - c. Will hire Electrician/Instrumentation
 - d. Need to determine how lab work will be done, develop testing schedules and lab contracts for external analysis, and implement
 - e. Need to determine how heavy maintenance will be done, and implement
 - f. Need to determine how SCADA maintenance will be done, and implement

- B. Assist In Developing Standard Operating Procedures (SOP)
 - a. Use HDR O&M and Operations Plan to develop
 - b. Use Pall Manuals to develop
 - c. Meet Regulatory Standards

- C. Performance Monitoring (Assist in Meeting Requirements to Maintain Warranties)
 - a. Procedures to Maintain membranes
 - i. Normalized permeability - this is a very important consideration. Permeability is an intrinsic characteristic of the membrane. When normalized (e.g., typically at 20 deg-C) and monitored; it allows the operation staff to control the status of the membrane independently from the operations parameters. Feed pressure or transmembrane pressure may vary with water temperature and flow. The approach allows the operations staff to be proactive instead of being reactive, which means lower risk of being short in capacity because of a dirty membrane.
 - ii. Flushing
 - iii. Chemical Cleaning
 - 1. Backwash or reverse flow (RF)
 - 2. Forward flushing (FF)
 - 3. Maintenance Clean (Chemically Enhanced Backwash)
 - 4. Full Blown Cleaning (Clean-In-Place)
 - b. Review water quality data and operating data for the MF system every month
 - i. Monthly review
 - ii. Report deviations from expected performance immediately
 - c. Attend quarterly meetings to discuss current status of the MF membranes
 - d. Document the condition of the MF system quarterly

- D. Assist in Developing Maintenance Procedures
 - a. Assist staff to select a computerized maintenance management system (CMMS)
 - b. Assist staff to input equipment into CMMS
 - c. Implement and optimize the maintenance management

- E. Operator Training – Formal classroom and "Hands-on" field training
 - a. Operations
 - b. Maintenance
 - c. Instrumentation

- d. Control system
 - e. Laboratory
- F. Set Up Facility Testing and Acceptance Plan
- a. Testing for plant performance
 - b. Laboratory sampling and analysis
 - c. Process control
- G. Technical Assistance to Regulatory Issues (CDPH) and Operations
- a. Help develop plant regulatory submittals:
 - i. Operational Plan -- in HDR scope
 - ii. Prepare a Stage 2 DBP Monitoring Plan for our distribution system
 - iii. Validation of Pressure Decay Integrity Testing. CDPH may require it before allowing the City to send the finished water to the distribution system.
 - iv. Disinfection (CT) basin tracer study
 - b. Submittal will be through City Management
 - c. Troubleshooting deviations from expected performance
 - d. Respond to questions from operating staff and City management
 - e. Advise the City on membrane replacement needs and schedules
 - f. Provide guidance on the development of improved membrane cleaning procedures
- H. SCADA Programming
- a. Provide Wonderware programming of the SCADA system to:
 - i. Assist with the integration of plant, wells, well head treatment
 - ii. Assist to develop a control system to use available surface water based on water rights
 - iii. Assist to set up and format reports for operation and CDPH
 - iv. Revise displays to provide needed information
 - v. adjust controls for minor equipment and instrument modifications needed
- I. Project Management
- a. Provide a monthly invoice and progress report
 - b. Coordinate staffing with project and City staff availability
 - c. Coordinate quality assurance and documentation

**EXHIBIT B
City of Lodi
Transition Management Services
Cost Proposal**



Task Description	Hours by Classification								Estimated Costs				
	Senior Professional	Senior Professional	Senior Professional	Senior Professional	Professional	Senior Technicians	Document Processing / Clerical	Total Hours	Labor Costs (1)	PECE	Travel	Subs and Other Expenses (2)	Estimated Fee
Estimated 2012 Rates	Bob Gilletta \$249	Vincent Roquesbert \$248	Bradley Sessions \$230	Jeff Janowiak 170	Mark Weston 160	Fee Schedule \$151	Fee Schedule \$98			PECE 9.50	Other		
Task A Assist to Develop Staff and Define Outsourced Activities		8	16					24	\$ 6,670	\$ 228		\$ 200	\$ 5,900
Task B Assist to develop SOPs		40	40				8	88	\$ 19,630	\$ 836	\$ 1,100	\$ 1,900	\$ 21,800
Task C Performance Monitoring		48	96				24	168	\$ 36,340	\$ 1,596	\$ 1,100	\$ 2,700	\$ 39,000
Task D Assist in Developing Maintenance Procedures		8	24				2	34	\$ 7,700	\$ 323	\$ 1,100	\$ 1,400	\$ 9,100
Task E Operator Training		48	80	16		16	16	178	\$ 37,020	\$ 1,672	\$ 2,600	\$ 4,300	\$ 41,300
Task F Set Up Facility Testing and Acceptance Plan		40	40				2	82	\$ 19,350	\$ 779	\$ 2,100	\$ 2,900	\$ 22,300
Task G Technical Assistance to Regulatory Issues and Operations		40	40				8	88	\$ 19,930	\$ 836	\$ 500	\$ 1,300	\$ 21,200
Task H SCADA Programming			8	60	120			188	\$ 31,240	\$ 1,786	\$ 1,000	\$ 2,800	\$ 34,000
Task I Project Management	12	24						36	\$ 8,960	\$ 342		\$ 300	\$ 9,300
Total Hours and Fee	12	258	344	76	120	16	60	884	\$ 185,140	\$ 8,388	\$ 9,500	\$ 17,600	\$ 203,900

Notes:

- (1) Hourly billing rates of personnel are based on the estimated March 2012 Carroll fee schedule.
- (2) Other Expenses includes PECE at \$9.50 per hour, and travel expense.

Dated: March 27, 2012



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. **COMPREHENSIVE GENERAL LIABILITY**
\$2,000,000 Ea. Occurrence

\$2,000,000 Aggregate
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
3. **ERRORS AND OMISSIONS LIABILITY**
\$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.).

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, Volunteers and Employees 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.

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.

- (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.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the Public Works Department. Please be sure your insurance company sends this certificate to the attention of the Public Works Department.



October 10, 2013

Mr. Larry Parlin
Deputy Public Works Director - Utilities
City of Lodi
Municipal Service Center
1331 South Ham Lane
Lodi, CA 95242

Subject: Surface Water Treatment Plant - Operations Assistance Services

Dear Mr. Parlin:

The purpose of this letter proposal is to present the scope of work for operations assistance services for the City of Lodi Surface Water Treatment Facility (SWTF).

BACKGROUND

The City began distributing water produced at the new SWTF on November 20, 2012. The SWTF treatment process includes a Pall membrane system. Under California Surface Water Treatment Rules (CSWTR), the membrane system is considered as an Alternative Filtration Technology (AFT). Within 60 days following the first full year of operation of a new alternative filtration treatment process approved by the California Department of Public Health (CDPH), the supplier (i.e., The District) shall submit an engineering report prepared by a qualified engineer describing the effectiveness of the plant operation.

The City is also interested in optimizing plant attendance. CDPH has provided guidance and indicated to the City that an alarm summary report and a standard alarm worksheet shall be developed.

OBJECTIVES

Objectives of the Operations Assistance Services are:

- 1. Comply with the requirements of the CSWTR and the CDPH
- 2. Assist the City in obtaining CDPH approval on unattended operations
- 3. Identify corrective actions that may need to be implemented

APPROACH

Our proposed scope of work is defined in Exhibit A.

PROJECT TEAM

Table 1 presents our proposed project team, which consists of the same individuals currently involved with the on-going work effort at the SWTF.

Mr. Larry Parlin
City of Lodi
October 10, 2013
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Table 1 Carollo Personnel Operations Assistance Services City of Lodi	
Personnel	Area of Responsibility
Kathy Marks, P.E.	Principal-in-Charge
Vincent Roquebert, P.E.	Project Manager
Keith Bourgeois, P.E.	Project Engineer

TIME OF PERFORMANCE

Carollo will perform the activities identified in the present proposal between the Notice-to-Proceed and December 31, 2014. The draft One-Year Operations Report will be submitted to CDPH on or before January 20, 2014.

BUDGET

Exhibit B presents the proposed budget in accordance with the Scope of Services shown in Exhibit A. Our not-to-exceed fee estimate is **\$ 90,000**.

COMMERCIAL TERMS AND CONDITIONS

Our services will be provided in accordance with the terms and conditions included in our current agreement with the City.

We look forward to continuing our working relationship with you and your staff on these important reports and providing assistance where needed.

Should you require any further information, please do not hesitate to contact us.

Sincerely,

CAROLLO ENGINEERS, INC.



Kathy Marks, P.E.
Principal-in-Charge

VR:sjf

cc: Keith Bourgeois (Carollo-SAC)
Vincent Roquebert (Carollo-SDO)

EXHIBIT A SCOPE OF SERVICES

INTRODUCTION

All parties understand that it will take at least two years to bring the Surface Water Treatment Facility (SWTF) from its initial approval by the California Department of Public Health (DPH) (i.e., November 20, 2012) to optimal operation. The activities included in the optimization effort include but are not limited to:

- Improvements to overcome equipment deficiencies that could not be resolved as part of the construction contract.
- Treatment process optimization to minimize production costs. The optimization activities will be determined based on the actual treatment process configuration and performance
 - If the typical plant operational treatment process is direct filtration through the Pall micro filtration system (MF), optimization may be necessary to improve MF system availability (e.g., minimize cleanings and downtime). MF permeate quality is independent from MF feed water quality and will not require adjustment.
 - If typical plant operational treatment process includes clarification upstream of the MF, it may be worth optimizing it. For example, producing 2 NTU water with a clarifier upstream of the membranes is not necessary. Up to 5 NTU will not make a difference and coagulant could be saved.
- Operations alarm assessment to minimize staff attendance.

SCOPE OF SERVICES

The following tasks provide items that will require varying degrees of assistance depending on staff availabilities and capabilities between now and December 31, 2014. The hours and fees for each of these tasks are estimates that will be adjusted between the tasks based on the actual performance of the treatment process, and the operations staff instructions.

1. Regulatory Operations Assistance (Assist in meeting DPH Requirements)
 - a. Develop the One-Year Operation Report (1YOR). The engineering report shall be submitted within 60 days following the first full year of operation of a new alternative filtration treatment process such as MF. The objectives for the report are to review the operation of the MF system in terms of water quality, hydraulic performance, membrane integrity, and general maintenance issues. Tasks for the report include:
 - Task 1: Collect and analyze water quality and membrane integrity data
 - Task 2: Analyze the effectiveness of the plant operation compliance with the performance standards
 - Task 3: Collect and analyze data on operations and maintenance issues
 - Task 4: Prepare draft 1YOR
 - Task 5: Address CDPH comments and issue the final 1YOR

- b. Develop the alarm summary report and create the standard alarm worksheet for SWTF unattended operations
 - Task 1: Identify organizational requirements for SWTF operations staff and management
 - Task 2: Identify all critical alarms, their set points, and their outputs
 - Task 3: Identify critical activities and critical testing events that cannot be performed or cannot occur without a qualified operator at the site
 - Task 4: Develop a Standard Operations Procedure (SOP) that defines the response sequence that must be implemented to resolve the critical alarm issues and re-start the SWTF
 - Task 5: Develop a standard alarm worksheet
 - c. Assist in obtaining DPH approval on unattended operations
 - d. Assist with water quality in the distribution system and compliance with the Lead Copper Rule (LCR)
2. General Operations Assistance (Assist in Meeting Requirements to Maintain Warranties)
- a. Provide guidance on procedures to optimize membranes usage:
 - 1. Normalized permeability - this is a very important consideration. Permeability is an intrinsic characteristic of the membrane. When normalized (e.g., typically at 20 °C) and monitored; it allows the operation staff to control the status of the membrane independently from the operations parameters. Feed pressure or transmembrane pressure may vary with water temperature and flow. The approach allows the operations staff to be proactive instead of being reactive, which means lower risk of being short in capacity because of a dirty membrane.
 - 2. Flushing
 - 3. Cleaning and Chemical Cleaning Procedures
 - a. Backwash or reverse flow (RF)
 - b. Forward flushing (FF)
 - c. Maintenance Clean (Chemically Enhanced Backwash)
 - d. Full Blown Cleaning (Clean-In-Place)
 - a. Review water quality data and operating data for the MF system
 - b. Document the conditions of the MF system equipment and the membranes
 - c. Troubleshoot deviations from expected performance
 - d. Respond to questions from operations staff and City management
 - e. Advise the City management on membrane replacement planning
3. Project Management
- a. Provide monthly invoice and progress report
 - b. Coordinate staffing with project and City staff availability
 - c. Provide quality control review for deliverables

**EXHIBIT B
FEE ESTIMATE**

DESCRIPTION	HOURS	FEE ESTIMATE (\$)
1-Year Operation Report	240	55,200
Alarm Summary Report (Unattended Operations)	90	20,700
Technical Assistance Allowance	64	14,720
TOTAL	394	90,000
NOTE: For consistency, the fee estimate is based on the same average rate than the original proposal		

RESOLUTION NO. 2013-189

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT FOR SURFACE WATER TREATMENT
PLANT TRANSITION MANAGEMENT SERVICES WITH
CAROLLO ENGINEERS, INC.

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WHEREAS, on April 18, 2012, City Council approved a Professional Services Agreement with Carollo Engineers, Inc., to provide Surface Water Treatment Plant transition management services. These services include technical support and assistance with the Pall membrane system, review of plant operations and performance data, and assistance with special studies required by the California Department of Public Health, which regulates the facility; and

WHEREAS, Carollo has successfully provided these services, and its continued assistance is important as the Surface Water Treatment Plant transitions to unattended operation in early 2014; and

WHEREAS, staff recommends amending the Professional Services Agreement with Carollo Engineers, Inc., to continue providing Surface Water Treatment Plant transition management services on a time-and-materials basis for an amount not to exceed \$90,000 through December 31, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an amendment to the Professional Services Agreement for Surface Water Treatment Plant Transition Management Services with Carollo Engineers, Inc., of Sacramento, California, in an amount not to exceed \$90,000, through December 31, 2014.

Dated: November 6, 2013

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I hereby certify that Resolution No. 2013-189 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