



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for National Pollutant Discharge Elimination System (NPDES) Permit Compliance Services for White Slough Water Pollution Control Facility with Robertson-Bryan, Inc., of Elk Grove (\$138,471) and Appropriating Funds (\$140,000)

MEETING DATE: December 4, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement for National Pollutant Discharge Elimination System (NPDES) Permit Compliance Services for White Slough Water Pollution Control Facility with Robertson-Bryan, Inc., of Elk Grove, in the amount of \$138,471, and appropriating funds in the amount of \$140,000.

BACKGROUND INFORMATION: The California Regional Water Quality Control Board adopted a new NPDES discharge permit for the White Slough Water Pollution Control Facility (WSWPCF) on October 4, 2013. The permit requires a Temperature Study Update and a Toxicity Reduction Evaluation (TRE) should the effluent bioassay testing results indicate toxicity. Previously, these tasks were performed by Robertson-Bryan, Inc. (RBI) under a master agreement with West Yost Associates; however, a cost savings of approximately 15 percent will be realized by City staff managing the RBI contract directly.

The Temperature Study Update is required by the permit at the request of the United States Fish and Wildlife Service to address concerns regarding potential effects of treated wastewater temperature on the delta smelt. Previous temperature studies have not determined the treated wastewater WSWPCF discharges have a harmful effect on the delta smelt, and similar results are expected in the update.

Historically, the TRE work has not been required, although a contract must be in place because the permit requires immediate response of TRE implementation if toxicity is detected. Therefore, the TRE cost of \$60,000 included in this agreement will not be expended unless the requirement is triggered by a failed toxicity test. It should be noted that the TRE only applies to treated wastewater that is discharged to Dredger Cut and not the treated wastewater supplied to the Lodi Energy Center or irrigated fields.

Staff recommends approval of the three-year RBI Professional Services Agreement for NPDES Permit Compliance Services for WSWPCF in the amount of \$138,471 and appropriating funds in the amount of \$140,000 to cover the contract cost.

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

APPROVED:


Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for National Pollutant Discharge Elimination System (NPDES) Permit Compliance Services for White Slough Water Pollution Control Facility with Robertson-Bryan, Inc., of Elk Grove (\$138,471) and Appropriating Funds (\$140,000)

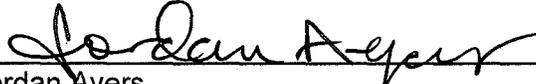
December 4, 2013

Page 2

FUNDING AVAILABLE:

Requested Appropriation:

Wastewater Plant - Professional Services (170403.7323)



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

cc: Kathryn Garcia, Compliance Engineer
Karen Honer, Wastewater Superintendent

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 ROBERTSON-BRYAN, 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 NPDES Permit Compliance Services for the 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 January 1, 2014 and terminates upon the completion of the Scope of Services or on December 31, 2016, 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, Deputy PW Director - Utilities

To CONTRACTOR: Robertson-Bryan, Inc.
 9888 Kent Street
 Elk Grove, CA 95624
 Attn: Michael Bryan, Ph.D.

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

ROBERTSON-BRYAN, INC.

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: 170403.7323
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\RobertsonBryan2013

CA:rev.07.2013



November 11, 2013

DELIVERED BY EMAIL

Mr. Larry Parlin
Deputy Public Works Director – Utilities
City of Lodi
1331 South Ham Lane
Lodi, CA 95242-3995

Subject: Proposal for NPDES Permit Compliance Services for the White Slough Water Pollution Control Facility

Dear Larry:

As requested, please accept this proposal for Robertson-Bryan, Inc. (RBI) to provide professional services to the City of Lodi (City) for compliance with the NPDES permit for the White Slough Water Pollution Control Facility (WPCF). The NPDES permit was recently renewed by Central Valley Water Quality Control Board (Central Valley Water Board) Order R5-2013-0125 on October 4, 2013. The services to be provided under this proposal include compliance with NPDES permit provisions for a temperature study update and toxicity reduction plan (TRE) services, and an on-call services task to allow RBI to provide additional services at your request. This proposal is for providing services during the City’s 2013/2014, 2014/2015, 2015/2016, and 2016/2017 fiscal years. RBI’s scope of work and budget for these services is provided below.

I. SCOPE OF WORK

The scope of work is organized into four primary tasks:

- Task 1: Temperature Study Update
- Task 2: TRE Implementation
- Task 3: On-call NPDES Permit Compliance Services
- Task 4: Project Management

TASK 1: TEMPERATURE STUDY UPDATE

RBI has completed two studies to support the inclusion of discharge-specific temperature limitations in the renewed NPDES permit. The first study consisted of temperature data collection from July 2008 through March 2010, and preparation of a Temperature Study Report in 2010 that characterized the temperature regime and aquatic biological resources of Dredger Cut, the receiving water of WPCF effluent, and recommendations for receiving water limitations for temperature. RBI prepared a follow-up report in 2012 to address U.S. Fish and Wildlife Service (USFWS) comments and concerns regarding the temperature limitations and potential effects to delta smelt. The Central Valley Water Board incorporated the Temperature Study Report recommendations for receiving water temperature limitations into the renewed NPDES permit. However, to address subsequent USFWS concerns expressed during the permit renewal, the NPDES permit includes a special provision to complete additional data gathering and evaluation. Specifically, the NPDES permit states:

“c. Update Temperature Study. Based on the United States Fish and Wildlife Service (USFWS) review of the August 2012, *Assessment of the Potential Effects of the Proposed Temperature Limits for the White Slough Water Pollution Control Facility Discharge on Delta Smelt*, USFWS staff recommends for the next permit cycled the Discharger gather additional data to meet three objectives; 1) characterize the background temperature regime of White Slough and Bishop Cut throughout a range of water years and spring climate conditions; 2) characterize the effect of the discharge on White Slough and Bishop Cut during January through June; and 3) predict the effect of any proposed thermal discharge conditions less restrictive than the Thermal Plan on White Slough and Bishop Cut. The Discharger shall monitor White Slough and Bishop Cut to meet the objectives described above and update the temperature assessment as necessary. The updated temperature assessment shall be completed in conformance with the following schedule:

<u>Task</u>	<u>Compliance Date</u>
i. Submit Workplan and Time Schedule (coordinated with USFWS)	1 April 2014
ii. Begin Monitoring	According to the time schedule approved by USFWS
iii. Submit Updated Temperature Assessment	6 months following completion of final monthly monitoring

This scope of work is for preparation of the workplan and time schedule due to the Central Valley Water Board by April 1, 2014, data collection, and preparation of the final project report. The temperature study tasks to be completed, organized by City fiscal year (FY), are:

- FY 2013/2014: workplan and time schedule, and USFWS approval by April 1, 2014
- FY 2014/2015: instream temperature monitoring from January 1 – June 30, 2015
- FY 2015/2016: instream temperature monitoring from January 1 – June 30, 2016
- FY 2016/2017: project report preparation and submittal to USFWS and Central Valley Water Board

The following subtasks describe RBI's scope of work for the temperature study update.

Subtask 1.1 – Workplan and Time Schedule Development. RBI will prepare a Workplan and Time Schedule for the Temperature Study Update that addresses the three components of the NPDES permit special study provision: 1) characterize the background temperature regime of White Slough and Bishop Cut throughout a range of water years and spring climate conditions; 2) characterize the effect of the discharge on White Slough and Bishop Cut during January through June; and 3) predict the effect of any proposed thermal discharge conditions less restrictive than the Thermal Plan on White Slough and Bishop Cut. RBI will first prepare an Administrative Draft Workplan and Time Schedule for City review. RBI will then incorporate City comments into an Agency Draft Workplan and Time Schedule for submittal to USFWS for review. RBI will then incorporate USFWS comments into a Final Workplan and Time Schedule for submittal to the USFWS to obtain a letter of approval. The Final Workplan and Time Schedule, along with the approval letter from USFWS, will then be submitted by the City to the Central Valley Water Board in fulfillment of the NPDES permit provision. Preparation of the Workplan and Time Schedule will occur during FY 2013/2014

Subtask 1.2 – USFWS Coordination. RBI will coordinate with USFWS during the development of the Workplan and Time Schedule and upon completion of the draft Temperature Study Update Report.

Subtask 1.2.1 – Coordination during the Workplan and Time Schedule phase of the study will consist of: 1) submitting an Agency Draft Workplan and Time Schedule to USFWS for review and comment; 2) participating in one (1) meeting with USFWS to discuss comments on the Workplan and Time Schedule, and negotiate the Final Workplan and Time Schedule components; and 3) follow-up to obtain a letter from USFWS approving the Final Workplan and Time Schedule. These coordination efforts will occur during FY2013/2014.

Subtask 1.2.2 – Coordination during the report phase of the study will consist of: 1) submitting an Agency Draft Temperature Study Update Report to USFWS for review and comment; and 2) participating in one (1) meeting with USFWS to discuss comments on the report. These coordination efforts will occur during FY2016/2017.

Subtask 1.3 – Temperature Data Collection, Quality Assurance, and Database Development in 2015. This subtask allocates hours for monitoring temperature in White

Mr. Larry Parlin
City of Lodi
November 11, 2013
Page 4



Slough and Bishop Cut during January through June 2015, which includes one site visit to initiate monitoring and six site visits to download temperature data. This scope and budget assumes that temperature will be monitored a combined total of six (6) locations in White Slough and Bishop Cut.

Following each data retrieval event, RBI will examine the dataset for aberrant values by comparing the water temperature data with air temperature data to determine if the loggers measuring water temperature were removed from the water or otherwise exposed to the air when recording. RBI will process and examine the data, conduct quality assurance measures, and import the data into a master database. RBI will create and maintain a database for all water temperature data collected under this scope of work. In addition, RBI will obtain the City's available effluent temperature dataset for inclusion in the master temperature database. RBI will use these data to summarize the seasonal temperature regime of the City's effluent, White Slough, and Bishop Cut. These monitoring activities will occur during FY 2014/2015.

Subtask 1.4 – Temperature Data Collection, Quality Assurance, and Database Development in 2016. This subtask allocates hours for monitoring temperature in White Slough and Bishop Cut during January through June 2016, which includes one site visit to initiate monitoring and six site visits to download temperature data. This scope and budget assumes that temperature will be monitored at a combined total of six (6) locations in White Slough and Bishop Cut.

Following each data retrieval event, RBI will examine the dataset for aberrant values by comparing the water temperature data with air temperature data to determine if the loggers measuring water temperature were removed from the water or otherwise exposed to the air when recording. RBI will process and examine the data, conduct quality assurance measures, and import the data into a master database. RBI will create and maintain a database for all water temperature data collected under this scope of work. In addition, RBI will obtain the City's available effluent temperature dataset for inclusion in the master temperature database. RBI will use these data to summarize the seasonal temperature regime of the City's effluent, White Slough, and Bishop Cut. These monitoring activities will occur during FY 2015/2016.

Subtask 1.5 – Temperature Study Update Report. Following the temperature monitoring period, assumed to be two years for the purposes of this scope and budget (to be determined during coordination with USFWS during the Workplan and Time Schedule phase of the study), RBI will prepare a report that: 1) characterizes the background temperature regime of White Slough and Bishop Cut throughout a range of water years and spring climate conditions; 2) characterizes the effect of the discharge on White Slough and Bishop Cut during January through June; and 3) predicts the effect of any proposed thermal discharge conditions less restrictive than the Thermal Plan on White Slough and Bishop Cut.

RBI will prepare and submit an Administrative Draft Temperature Study Update Report to the City for review and comment. RBI will address comments provided by the City and will then submit an Agency Draft Temperature Study Update Report to the USFWS for review and comment. RBI will address comments provided by the USFWS and prepare a Final

Temperature Study Report Update for submittal to the Central Valley Water Board in fulfillment of the NPDES permit study provision.

Preparation of the Temperature Study Update Report will occur during FY 2016/2017.

TASK 2: TRE IMPLEMENTATION

The WPCF NPDES permit specifies a schedule of routine whole effluent toxicity (WET) testing and associated follow-up actions in the event toxicity is observed, including accelerated monitoring and a toxicity reduction evaluation (TRE). Upon notification by the bioassay laboratory that a result exceeds the monitoring trigger of 1 TUc (where TUc = 100/NOEC) during accelerated monitoring, the City has 30 days to prepare and submit a TRE Action Plan to the Central Valley Water Board that describes the actions the City will take to identify the cause, and mitigate the impact of, the observed toxicity, and prevent recurrence of the observed toxicity. TRE investigations can be lengthy, sometimes lasting a year or more. There are, however, basic steps in a TRE and the scope of work below is organized according to these steps. Because the timing of a TRE is unknown until it is initiated and the duration of a TRE is event-specific, the budget for this task is not allocated to a specific fiscal year and may be used during City FY 2013/2014 through 2016/2017.

Subtask 2.1 – WET Testing Evaluation. RBI will review and assess bioassay results that triggered the TRE to assure that it is appropriate to implement a TRE. Occasionally the 1 TUc trigger is exceeded, but the cause is not effluent toxicity. This task assures that initiating a TRE, based on bioassay results, is technically appropriate and necessary.

Subtask 2.2 – Information and Data Acquisition. Review of data is needed to develop an accurate understanding of WET variability. RBI will:

- Evaluate the sample collection process for sample integrity and to prevent contamination.
- Review bioassay results to ensure all test acceptability criteria are/were met.
- Evaluate effluent dose-response relationships, according to U.S. EPA guidance, for confirmation of valid bioassay results.
- Review reference toxicant test results and compare to bioassay laboratory control charts to determine the bioassay laboratory's ability to detect toxicity when present.
- Review test variability and percent minimum significant difference (PMSD) and evaluate these against U.S. EPA test method guidelines.
- Review receiving water observations, bioassay results, and water quality monitoring results as they may provide supplemental information on bioassay results.

- Review bioassay results for the laboratory control treatment, relative to results for the undiluted effluent.
- Evaluate past bioassay results to assess historic WET variability.

Subtask 2.3 – Facility Evaluation. Having complete and current information on treatment plant performance and monitoring results is critical to an investigation of effluent toxicity. In general, RBI will review the following information sources to assess effluent toxicity, effluent variability, and treatment system efficiency:

- acute and chronic bioassay laboratory reports,
- self monitoring reports (i.e., NPDES monthly monitoring reports),
- operations and maintenance logs,
- process control monitoring laboratory results,
- SCADA (Supervisory Control and Data Acquisition) files, and
- plant operator interviews.

Subtask 2.4 – TRE Action Plan. Based on initial findings from the above subtasks, RBI will prepare a TRE Action Plan. RBI will meet with Central Valley Water Board, and City staff to update all parties on the approach to implementing the TRE and to obtain concurrence on that approach. A key aspect of planning at this stage will be defining the “trigger” for conducting a TIE.

Subtask 2.5 – Toxicity Identification Evaluation. Toxicity identification evaluations (TIEs) are employed, as needed, as the fourth step of a TRE, after review and verification of bioassay data/information (Step 1), acquisition of relevant data (Step 2), and a review of effluent quality data and facility performance (Step 3). In the event that subsequent bioassay results exceed the TIE trigger of the TRE Action Plan, RBI will oversee the bioassay laboratory’s conducting of TIEs. TIE information is an integral component of the overall TRE effort.

Subtask 2.6 – Toxicity Source Evaluation and Control. Based on the results of the process control, facility performance evaluation, influent evaluations and/or any TIEs, a toxicity source evaluation (TSE) may need to be performed. In general, the TSE will seek to locate the source of the toxicant(s) identified or suspected as causing the toxicity in order to identify an appropriate toxicity control strategy. This evaluation will be a tiered process that first tests WPCF influent and possibly major sewer lift stations. Later stages, as appropriate, will test specific sewer lines and both direct and indirect discharges upstream of any identified toxic “hot spots.” It is assumed that City staff will assist RBI in the completion of this task (e.g., additional effluent monitoring) with RBI staff providing oversight and direction. RBI will assist City staff in defining the appropriate corrective action measures and in discussing these

solutions with Central Valley Water Board staff. The implementation of corrective actions is dependent upon the chosen solution and will be handled by City staff.

Subtask 2.7 – TRE Coordination and Management. Because TREs are an intricate series of steps and assessments over time, with the exact nature of activities in latter tasks largely dictated by the outcome and findings in the initial tasks, the proper and efficient conducting of a TRE requires extensive technical oversight, coordination, and direction. This task provides budget for such services as well as miscellaneous services provided by RBI during the TRE process not specifically covered under other the other subtasks listed above.

Subtask 2.8 – TRE Report. When sufficient information has been collected and assessment of that information indicates that it is appropriate to conclude the TRE process, RBI will prepare a TRE Report. This will involve the preparation of an Administrative Draft TRE Report submitted to City staff for review and comment, an assumed single round of editing, based on City comments, and preparation and issuance of a Final TRE Report for submittal to the Central Valley Water Board.

The amount of services needed to complete a TRE cannot be accurately predicted up front because the amount of effort needed for key steps in the process, and even the sequential steps in the process itself are largely dictated by the outcome of the bioassays and TIEs which cannot be know at this time. Therefore, this scope of work for each task is limited to the budget allocated for that task. The amount of RBI services needed for facility operations and performance evaluation will depend on the amount of this task completed by City staff. Level of effort associated with the toxicity source evaluation and control task is dependent upon conducting a TIE and having the TIE be effective in identifying the constituent causing the toxicity that then needs to be controlled. In the event that a TRE requires RBI services beyond that scoped and budgeted herein, RBI would, upon request, submit a separate proposal for additional services.

It is assumed that all associated WET, TRE, and TIE-related bioassay and analytical laboratory costs would be contracted separately with the City. This proposed scope and budget does not cover laboratory costs.

TASK 3: ON-CALL NPDES PERMIT COMPLIANCE SERVICES

RBI will provide on-call services that may be needed as part of the NPDES permit compliance activities. The types of NPDES permit-related services that RBI may provide under this task include: review of monthly discharger self-monitoring report cover letters communicating non-compliance, drafting responses to notices of violations or other correspondence with the Central Valley Water Board, and advising the City of Central Valley Water Board or State Water Resources Control Board actions that might affect the WPCF NPDES permit or future operations. This task is intended for RBI to be able to be responsive to compliance issues as they arise, taking advantage of timely needs for actions/consultations, that might otherwise be missed while waiting for contract modifications. Upon initiation of services under this task, RBI may also submit a project-specific proposal to fund completion

Mr. Larry Parlin
City of Lodi
November 11, 2013
Page 8



of the related services, should the scope of the services needed exceed this task budget. Actions under this task will be initiated at the direction of the Deputy Public Works Director. Because the timing and duration of on-call services is unknown until initiated, the budget for this task is not allocated to a specific fiscal year and may be used during City FY 2013/2014 through 2016/2017.

TASK 4: PROJECT MANAGEMENT

This task provides hours for the Managing Partner and the Project Manager to oversee and direct RBI staff efforts on each task. In addition, this task provides time for project coordination by phone, email, and fax with project team members, budget and schedule tracking, and other duties to coordinate/administer the project. The budget for this task is for City fiscal years 2013/2014 through 2016/2017, which is the duration of the scope of work to be completed by RBI under this proposal.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time-and-materials contract, not to exceed **\$138,471** without written authorization, to provide the professional services outlined herein (see Attachment 1 for a detailed project budget). RBI will invoice the City monthly according to the fee schedule in Attachment 2 for all RBI work activities completed in the prior month.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 714-1802.

Sincerely,

A handwritten signature in cursive script that reads 'Michael D. Bryan'.

Michael D. Bryan, Ph.D.
Partner/Principal Scientist

Attachment 1: Budget
Attachment 2: Fee Schedule

ATTACHMENT 1

RBI Budget

	Managing Partner	Senior Scientist	Project Scientist III	Project Scientist I	Administrative Assistant	Subtotal
PROFESSIONAL SERVICES						
Task 1: Temperature Study Update						\$ 51,988.00
1.1 Workplan and Time Schedule Development - FY 2013/14	4	12	24		4	\$ 7,796.00
1.2 USFWS Coordination						
1.2.1 Workplan Coordination and Approval - FY 2013/14	2	8	8			\$ 3,398.00
1.2.2 Temperature Study Report Coordination - FY 2016/17	2	6	6			\$ 2,666.00
1.3 Data Collection, QA/QC, and Database Mgmt - FY 2014/15	2	8	60			\$ 12,654.00
1.4 Data Collection, QA/QC, and Database Mgmt - FY 2015/16	2	8	60			\$ 12,654.00
1.5 Temperature Study Update Report - FY 2016/17	4	16	48		4	\$ 12,820.00
Task 2: TRE Implementation						\$ 60,047.00
2.1 WET Testing Evaluation	1	4	16	4		\$ 4,443.00
2.2 Information and Data Acquisition		4	18	4		\$ 4,564.00
2.3 Facility Evaluation	2	8	10	4		\$ 4,362.00
2.4 TRE Action Plan	2	8	24	8	2	\$ 7,626.00
2.5 Toxicity Identification Evaluation	4	12	44	20		\$ 14,068.00
2.6 Toxicity Source Evaluation and Control	2	8	24	12		\$ 8,070.00
2.7 TRE Coordination and Management	2	6	8			\$ 3,022.00
2.8 TRE Report	4	12	48	12	4	\$ 13,892.00
Task 3: On-call NPDES Permit Compliance Services	10	12	32			\$ 10,302.00
Task 4: Project Management	24	48				\$ 14,664.00
Total Hours:	67	180	430	64	14	
Rate:	\$ 235.00	\$ 188.00	\$ 178.00	\$ 152.00	\$ 82.00	
Labor Subtotal:	\$15,745.00	\$33,840.00	\$76,540.00	\$ 9,728.00	\$ 1,148.00	\$137,001.00
DIRECT EXPENSES						
Mileage			620.00			
Six Orset Temperature Recorders and Housings			850.00			
Direct Expenses Subtotal:			1,470.00			
TOTAL BUDGET			\$ 138,471.00			

ATTACHMENT 2**FEE SCHEDULE**

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
◆ Managing Partner	\$235.00
◆ Principal Engineer/Scientist	\$230.00
◆ Resource Director	\$206.00
◆ Senior Engineer/Scientist II	\$196.00
◆ Senior Engineer/Scientist I	\$188.00
◆ Project Engineer/Scientist III	\$178.00
◆ Project Engineer/Scientist II	\$173.00
◆ Project Engineer/Scientist I	\$152.00
◆ Staff Engineer/Scientist II	\$142.00
◆ Staff Engineer/Scientist I	\$134.00
◆ Technical Analyst	\$134.00
◆ Graphics/GIS	\$118.00
◆ Administrative Assistant	\$82.00
◆ Intern	\$57.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.



Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant 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 Consultant's operations under this contract, 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 Ea. Occurrence
\$2,000,000 Aggregate
2. COMPREHENSIVE AUTOMOBILE LIABILITY
Proof of coverage with limits not less than \$1,000,000 combined single limit
3. PROFESSIONAL ERRORS AND OMISSIONS
Not less than \$3,000,000 per Claim.

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 is required for Workers' Compensation insurance.

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.

1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	11/12/2013
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	170		3205	Fund Balance	\$ 140,000.00
B. USE OF FINANCING	170	170403	7323	Wastewater Admin - Prof.Services	\$ 140,000.00

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 Robertson-Bryan, Inc., for NPDES Permit Compliance 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: Wally Sanchez

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. 2013-211

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT FOR NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT COMPLIANCE SERVICES FOR
WHITE SLOUGH WATER POLLUTION CONTROL FACILITY WITH
ROBERTSON-BRYAN, INC., AND FURTHER APPROPRIATING FUNDS

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WHEREAS, the California Regional Water Quality Control Board adopted a new National Pollutant Discharge Elimination System (NPDES) discharge permit for the White Slough Water Pollution Control Facility (WSWPCF) on October 4, 2013; and

WHEREAS, the permit requires a Temperature Study Update and a Toxicity Reduction Evaluation should the effluent bioassay testing results indicate toxicity. Previously, these tasks were performed by Robertson-Bryan, Inc. (RBI) under a master agreement with West Yost Associates; however, a cost savings of approximately 15 percent will be realized by City staff managing the RBI contract directly; and

WHEREAS, staff recommends approval of the three-year RBI Professional Services Agreement for NPDES Permit Compliance Services for WSWPCF in the amount of \$138,471 and appropriating funds in the amount of \$140,000 to cover the contract cost.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year Professional Services Agreement for NPDES Compliance Services for White Slough Water Pollution Control Facility with Robertson-Bryan, Inc., of Elk Grove, California, in the amount of \$138,471; and

BE IT FURTHER RESOLVED that funds be appropriated for the project from the Wastewater Plant – Professional Services account in the amount of \$140,000.

Dated: December 4, 2013

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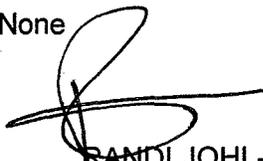
I hereby certify that Resolution No. 2013-211 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 4, 2013, by the following vote:

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