



DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this April 5, 2018, 2018, is by and between the City of Reedley, a city in the State of California ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 23, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

1733 Ninth Street
Reedley, CA 93654
Attn: Russ Robertson

TO AECOM:

1360 E. Spruce Avenue, Suite 101
Fresno, CA 93710
Attn: Mark Reitz

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
~~515 South Flower Street, Suite 1050~~
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

5.5 AECOM shall bear no responsibility for the construction work to be performed ("Work"), including without limitation, (i) the construction means, methods, techniques, sequences, or procedures; (ii) the direction of construction personnel; (iii) selection of construction equipment; (iv) the allocation of space where the Work is being performed ("Project Site"); (v) placing into operation any plant or equipment; or (vi) quality control of the Work. In addition, AECOM shall not be responsible for and shall have no authority to exercise any control over Owner's employees, contractors, consultant and vendors, or their respective officers, directors, employees, representatives, lower-tier subcontractors, agents or invitees ("Construction Team").

5.6 AECOM shall not be responsible for construction observation or for reporting or correcting health or safety conditions or deficiencies relating to the Work or for the conditions at the Project Site. However, so as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does observe potential health or safety issues, AECOM may bring such health and safety issues to the attention of Owner and, where appropriate, may bring such observations to the attention of the Construction Team. In the event that AECOM makes such observations, reports, suggestions or otherwise brings attention to the potential health and safety issue, AECOM shall have no authority to stop the performance of the Work and shall bear no liability or assume any affirmative duty relating to such health and safety issue.

5.7 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Construction Team of its obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Construction Team of its responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.

5.8 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action at Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

9. DATA RIGHTS

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

10. RECORD DRAWINGS Owner shall direct the Construction Team to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Owner as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Construction Team and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Owner. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.

11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Owner understands and agrees that the right to use the electronic files provided under this Agreement is specifically limited to the Project and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Owner acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Owner agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS - The unexpected discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions materially impact the cost, level of effort or schedule of the Services, an equitable adjustment shall be made to the Services.

14. MATERIALS AND SAMPLES - Any items, substances, materials or samples removed from the site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Owner recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. FORCE MAJEURE Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is ~~caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage,~~ computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

18.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Contractors are required to provide to Client relating to their work.

19. CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES, SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any panel proceeding or other settlement negotiations shall be deemed to be a party

admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

21.3 Owner shall make no Claim for professional negligence, either directly or in a third-party claim, against AECOM unless Owner has first provided AECOM with a written certification executed by an independent design professional currently practicing in the same discipline as the Services and licensed in the state in which the Project is located. This certification shall (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care set forth in Article 5; and (iii) states in detail the basis for the certifier's opinion that each such alleged act or omission constitutes a violation of Article 5 of this Agreement.

22. GOVERNING LAW This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by the non-defaulting Party if the defaulting Party fails substantially to perform its obligations under this Agreement and does not commence correction of such non-performance within 5 business days of receipt of written notice and then diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT

24.1 Neither Party may assign this Agreement without the written consent of the other Party.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialize expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement.

28. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration,

such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

29. **SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. **ORDER OF PRECEDENCE**

EXHIBIT C	Change Orders
Consulting Services Agreement	Article 31
Consulting Services Agreement	Articles 1 through 30 and 32
EXHIBIT B	Compensation and Payment
EXHIBIT A	Services
Other contract documents	

31. **SPECIAL TERMS AND CONDITIONS**

None

32. **ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

City of Reedley


Signature


Signature

Masood Mesbah
Printed Name

Paul A. Melikian
Printed Name

Water Business Unit Lead
Printed Title

Assistant City Manager
Printed Title

(End of page)

EXHIBIT A

SERVICES

Services:

A. Background

The manmade chlorinated hydrocarbon 1,2,3-trichloropropane (1,2,3-TCP or TCP), which is considered by the U.S. Environmental Protection Agency to be a “probable human carcinogen” and deemed by the State of California as a chemical “known to cause cancer,” has been detected in four of the City of Reedley’s active drinking water supply wells (Wells 5A, 12, 13, and 14). TCP has been detected in excess of the notification level and/or the public health goal in these wells as established by the State Water Resources Control Board (State Water Board) Division of Drinking Water (DDW). Three of the contaminated wells have TCP levels in excess of the Maximum Contaminant Level (MCL) for TCP adopted by DDW in July 2017.

As a result of these exceedances, the City of Reedley retained AECOM Technical Services, Inc. (AECOM) to further study this problem and to prepare a report presenting available TCP mitigation and treatment options to remove TCP in water pumped by the City’s municipal wells to a nondetectable level. Mitigation strategies considered included purchase of replacement surface water, blending, and well replacement. In addition, considered treatment technologies included granular activated carbon (GAC) as well as reverse osmosis, packed tower aeration, and advanced oxidation. The report was completed in October 2016 and titled, *Preliminary Engineering Report and Feasibility Analysis Report for Removal of TCP from Municipal Wells (PER)*.

The four City of Reedley municipal supply wells that have shown detectable levels of TCP and their locations are as follows:

- Well 5A – Southwest corner of 11th and East Streets
- Well 12 – Southwest corner of 14th and D Streets
- Well 13 – Southwest corner of Parlier and Buttonwillow Avenues
- Well 14 – South of the Dinuba Avenue and Tobu Avenue intersection in the Reedley Sports Park

Figure 1 shows the general location of these active wells in relation to the City’s existing active and standby well sources. The water quality test results were plotted over time for the last 10 years for TCP for each of the four impacted wells and are shown in Figures 2 and 3. Wells 12, 13, and 14 have shown prior water quality test results above the new MCL of 0.005 µg/L. However, water quality test results for Well 5A have shown levels of TCP below the new MCL. Because Well 5A has not shown TCP levels in excess of the MCL in the past, wellhead treatment of this well is not included in this Scope of Services but may be added in the future.

Based on the analysis presented in the October 2016 PER, it was recommended to utilize GAC as the preferred treatment method. Proposed treatment equipment configurations and site plans were presented in the report. Follow-up discussions with the City have since modified the plans for treating Well 12. The current proposed site plans are included in this Scope of Services as Figures 4, 5, and 6 for Wells 12, 13, and 14.

B. Project Description

The project consists of preparation of detailed construction, plans, specifications, and cost opinions for wellhead treatment for TCP removal using GAC treatment at Wells 12, 13, and 14. Design plans, specifications, and cost opinions will be submitted to the City at the 60%, 90%, and bid issue levels of completion. Bidding and construction phase services are also included in this Scope of Services based on bidding all three wells as one bid package. Should the City desire to divide the projects into separate bid

packages, the revisions to the bid package plans specifications and the bidding and construction phase services will be negotiated between the City and AECOM at that time.

C. Scope of Services

AECOM shall perform the following work tasks:

Task 100 – Project Kick-Off Meeting

AECOM shall meet with the City staff to gain input regarding the City's schedules, updates to the water system operations, and existing facilities. Items of discussion will include:

1. Current well operations and water system updates.
2. Property acquisition required for Well 12 treatment facilities. Based on recent discussions with the City, we assume that the actual treatment facilities will be located on a currently vacant parcel adjacent to the City's Well 5 site. Therefore, work on the Well 12 treatment system will include a pipeline between Well 12 and this parcel.
3. Electrical controls and SCADA monitoring and control upgrades at the three well sites and at the remote treatment site adjacent to Well 5.
4. Design flow rates through the proposed treatment plants.
5. Recent TCP and DBCP water quality test results including nitrate levels.
6. Identification of improvement needs for the existing site infrastructure such as pumps and motors, mechanical, electrical, and instrumentation equipment. Changes to standby generators if needed.
7. Local sewer and storm drain collection capacity.
8. Aesthetic considerations affecting the treatment plant design. This may include landscaping or screen wall improvements. It may also include recessing of treatment vessels to limit their exposure to the surrounding community.
9. Advantages and disadvantages of prebidding and ordering the GAC treatment equipment separately from the primary construction contract. Grouping of well projects into bid packages.
10. All available record drawings and well pump information for use in the design.

Task 200 - Engineering Field Survey

The following field work will be performed at the Well 12, 13, 14, and the remote well treatment site adjacent to Well 5 sites to assist with the completion of designs.

1. Preparation of a topographic survey of existing above ground features at the Well 13 and 14 sites as well as at the Well 12 site, the proposed empty parcel to be acquired by the City, and the City's road right-of-way between the two in conjunction with available as-built plans from prior construction projects.
2. Identification of existing underground utilities on and adjacent to the site and within the streets based on available record documents obtained from the City and associated utility companies.
3. Prepare boundary survey and legal descriptions for parcel to be acquired for Well 12 treatment site to house the wellhead treatment facilities. Prepare survey map as needed for recording for parcel acquisition at Well 12 treatment site.

Task 300 – Geotechnical Investigation

A geotechnical investigation will be performed at the treatment sites for Wells 12 and 13 to obtain foundation design criteria and recommendations for the treatment equipment, buildings, vessel foundations, recessed pits, and buried utilities. The design criteria for Well 14 will be based on the previous geotechnical investigation done for the existing wellhead treatment equipment.

Task 400 – Preparation of Plans, Specifications, and Bidding Documents

AECOM will prepare construction plans and specifications for the construction of GAC treatment for Wells 12, 13, and 14. References below to “Well 12” encompass the wellhead location, the proposed offsite treatment plant location, and the adjoining pipeline(s).

The following design components are anticipated to be included in the final plans and specifications for construction based on the Feasibility Study and Figures 4, 5, and 6.

1. Civil site improvements and grading plans.
2. GAC treatment equipment and foundations utilizing 20,000-lb carbon vessels and series operation of treatment vessels.
3. Equipment housing in a recessed concrete vessel pit at Wells 12 and 13 to reduce visual impacts to neighbors.
4. Sodium hypochlorite storage and feed system and additional electrical and controls housed within a block building for Well 12. (Wells 13 and 14 already have these systems for disinfection and electrical/controls.)
5. Backwash water recovery tank and recycle pumping appurtenances for Wells 12 and 13. (Well 14 already has a backwash tank and recycle pump.)
6. Process piping and valving.
7. Piping to connect the treatment facilities located on a nearby site to the Well 12 site.
8. An additional 1,000± feet of larger pipeline leading away from the treatment site, if needed, to provide better pressure and flow distribution in the system.
9. Plant control, monitoring, telemetry, and alarm systems as required at each well site to accommodate the new treatment equipment. New SCADA radio connections will be made at Wells 12 and 13. The programming changes to the SCADA system at Well 14 will be specified.
10. Site electrical and lighting.
11. Landscaping improvements at Wells 12 and 13.
12. Storm drainage retention basin enlargement at the Well 14 site.
13. Stormwater pipeline from existing elevated tank at Well 14 to the existing drainage basin located approximately 800 feet due west of Well 14 for a total length of approximately 1,500 feet.

AECOM shall provide draft plans, specifications, and an opinion of probable construction cost at the 60%, 90% and bid issue completion stage for the City's review and approval.

Task 500 – Bidding and Construction Support

AECOM will provide engineering support during bidding and construction phases based on a single bid package as follows:

1. Assist the City during the bidding phase by responding to questions and preparing addendums if needed. Attend a prebid conference and job walk if requested by the City.
2. Attend a preconstruction meeting with the City and the selected contractor.
3. Review shop drawings, O&M manuals, and related office engineering services such as responding to requests for information. For budgetary purposes, it is assumed that the total number of shop drawings, Requests for Information (RFIs), and O&M manuals will not exceed 50.
4. Conduct a site visit approximately once every three weeks during the construction period or as requested by the City inspector to answer questions and review construction progress. Prepare a summary of work progress observed during the site visit, including photographs, and make the City aware of observed work not in conformance with the contract documents.
5. Assist the City in resolving technical matters with the construction contractor including responding to RFIs and potential requests for change orders from the contractor.
6. Provide technical assistance to the City for start-up and testing of the completed treatment plants (approximately 1 day per well for a total of 3 days).
7. Be present during operator training to be performed by the treatment plant equipment manufacturer's representatives (approximately one day total).
8. Review of the O&M manuals submitted by the equipment manufacturer and verification of warranties for equipment.
9. Prepare record drawings based on marked-up set of as-built plans submitted by the contractor and on-site construction manager/inspector. Provide two hard copy sets and an electronic copy on CD.

If additional submittal reviews or site visits are required, AECOM will present a proposal and fee for the City's review and approval.

Task 600 – Permitting

During the design and construction phase of the project, AECOM will complete the following permit applications:

1. Amended domestic water supply permit through DDW.
2. A Plant Operations Plan report (different from the O&M manual) for DDW permitting purposes at Wells 12 and 13 and updates to the current Operations Plan for Well 14.
3. Sewer or storm drain permit covering periodic discharge of plant residuals.

D. Additional Engineering Services

The following services may be provided by AECOM upon request by the City and execution of a specific authorization setting forth an applicable scope, fee, and schedule provisions:

1. Pothole underground utilities.

2. Construction staking and materials testing services during construction.
3. If the City desires to fast track the project completion, AECOM will prepare separate bid documents for the treatment process equipment, which has a longer lead time for delivery. This would allow the major treatment equipment to be manufactured and ready for delivery when the site work contractor is beginning construction. This method also provides a more competitive bidding atmosphere between the treatment equipment suppliers with fewer markups by the site work general contractor. We propose to discuss the pros and cons of this approach with City staff during the project kick-off meeting.
4. On-site construction management and inspections, preparation of pay requests, and construction contract administration.
5. Assistance with CEQA environmental checklist for the City Planning Department's review and processing. Assistance with Conditional Use Permit (CUP) application documents.
6. Services resulting from significant changes in extent of the project or its design including, but not limited to, changes in size, complexity (such as design of buildings), the City's schedule, or character of construction or method of financing. Revising previously accepted studies, reports, and design documents when such revisions are due to causes beyond AECOM's control.
7. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing a separate formal value process engineering during the course of design; the preparation of cash flow and economic evaluations and rate schedules. Assistance in obtaining financing for the project.
8. Services in connection with change orders to reflect changes requested by the City if the resulting change in compensation for services is not commensurate with the additional services rendered, and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
9. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or negligent work of contractor(s), (3) prolongation of the contract time of any prime construction contract by more than 30 days due to delays which are not caused by AECOM, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by contractor(s).
10. Services after completion of the construction phase such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the project.
11. Support of pilot or bench-scale testing.
12. Prepare multiple bid package or a bid package to pre-order the GAC treatment vessels.
13. Any other specific services requested by the City or AECOM not identified in this Agreement.

E. Work or Services to be Provided by the City

1. Apply for and pay for all environmental clearances and permits.
2. Provide all previous plans, reports, and studies related to the work.
3. Provide or acquire easements as needed for the project.
4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by AECOM, obtain advice of an attorney, insurance counselor, and other engineers as the

City deems appropriate for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of services by AECOM.

5. Apply for and secure approvals and permits from all governmental authorities having jurisdiction of the project and such approvals from other entities or agencies as may be necessary for the project, with the assistance of AECOM or as additionally authorized. The City shall pay all fees and charges associated with securing permits and approvals.
6. Provide financial consulting and legal services required for the project.
7. Provide drawings and other data relating to layout and design of existing facilities, easements, road right-of-ways, etc. that may relate to the project.
8. Uncover by excavation or otherwise expose and determine the depth of cover on all underground utilities or facilities for which drawings are not available showing the elevation and size of said facilities where such facilities may be in conflict with proposed project facilities.
9. Reproduction, distribution, and advertising of bid documents and keeping a detailed list of plan holders.
10. Provide a copy of current dated Title Report for review relative to easements and other property encumbrances.

F. Safety

City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. AECOM shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor. AECOM shall not have the authority to stop the work of the construction contractor. In no event shall AECOM be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

G. Delay

AECOM shall not be responsible for delays due to causes beyond AECOM's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

H. Entitled to Rely

Consistent with the professional standard of care and unless specifically provided herein, AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

I. Opinions of Construction Cost

Any opinion of the construction cost prepared by AECOM represents its judgment as a design professional and is supplied for the general guidance of City. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

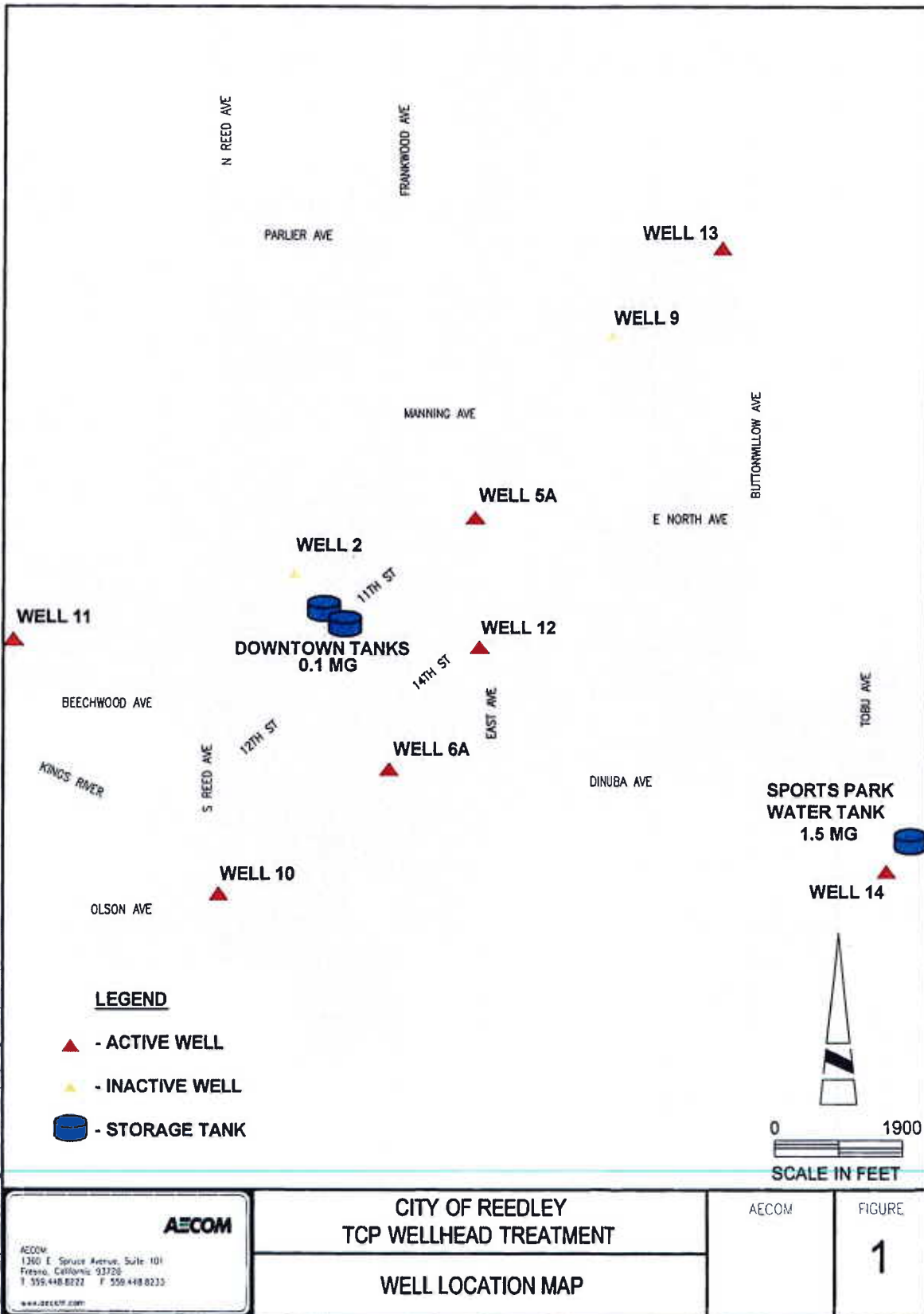
J. Contractor Indemnification / Additional Insured Status

City will include in the general conditions of any construction contract, language which states that the construction contractor is required to hold harmless and defend the City, AECOM, and their agents, employees, and AECOMs from all suits and actions, including attorneys' fees, and all costs of litigation and judgments of any nature and description arising out of or incidental to the performance of the construction contract or work performed thereunder. The City, AECOM, their agents, employees, and AECOMs shall also be named as additional insureds in any construction contractor's insurance policies.

K. Hazardous Materials

Notwithstanding anything herein to the contrary, title to, ownership of, legal responsibility, and liability for any and all preexisting waste shall at all times remain with the City. Preexisting waste is any hazardous or toxic substance which was generated by the City or existing on the City's Project Site prior to AECOM's presence. AECOM shall have no responsibility for the presence, handling, removal or disposal of, or exposure to persons to such preexisting waste except if such liability arises from AECOM's gross negligence or willful misconduct. The parties acknowledge that AECOM does not provide disposal services for the direct disposal of hazardous or toxic substances that may be discovered upon or removed from the City's Project Site.

Doc: K:\Projects\REEDLEY\6050461 - TCP Wellhead Treatment\900-Modeling Docs\GIS-Studies\Figure 11-City of Reedley Wells - Location Map.dwg
 Projected by: Crest, Aaron (Christopher) Date: 7/21/2016 - 1:02 PM
 User: AECOM\aparker - 5/20/2016 11:11 - 11:11 AM
 User: AECOM\aparker - 5/20/2016 11:11 - 11:11 AM



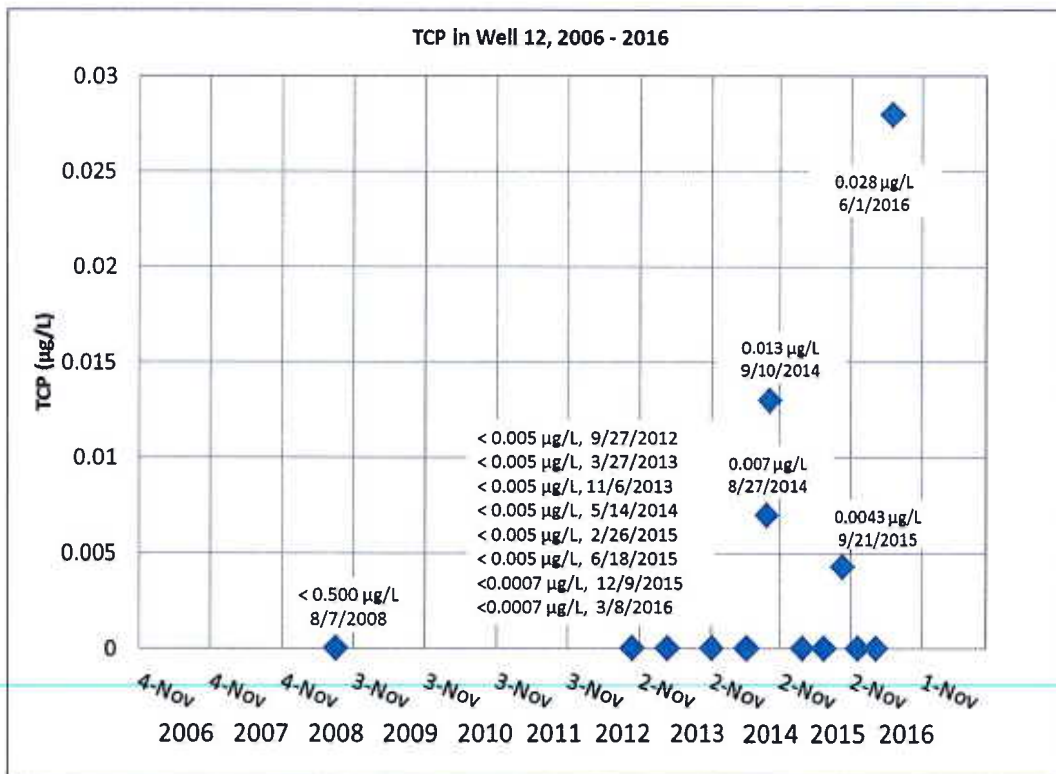
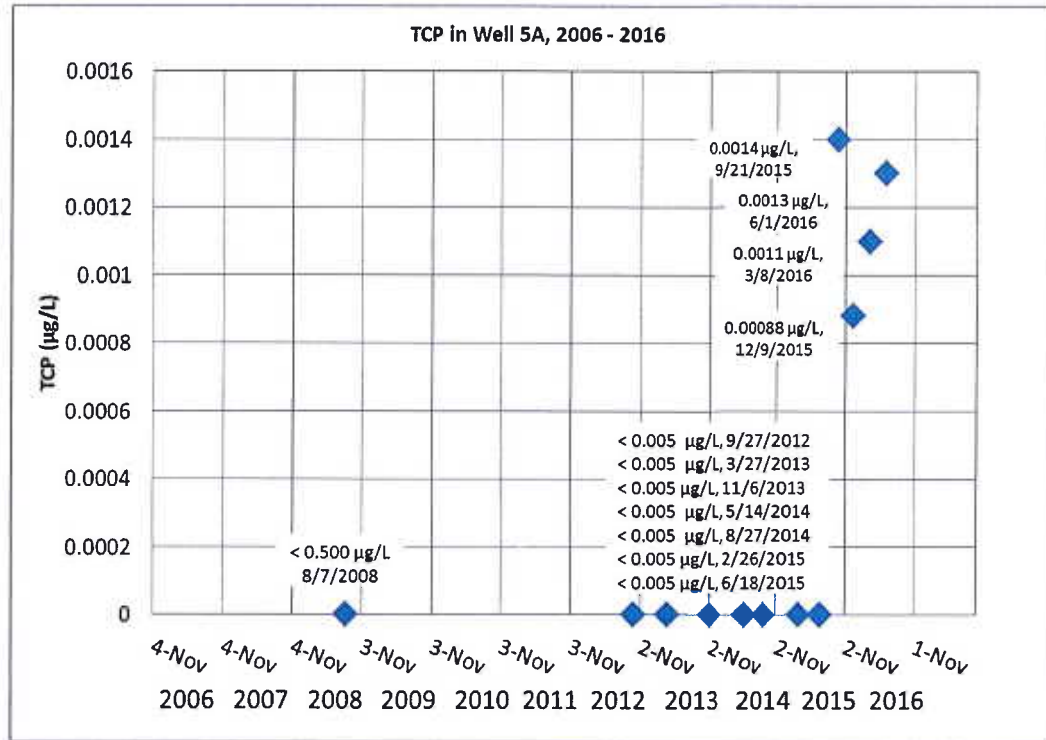


Figure 2

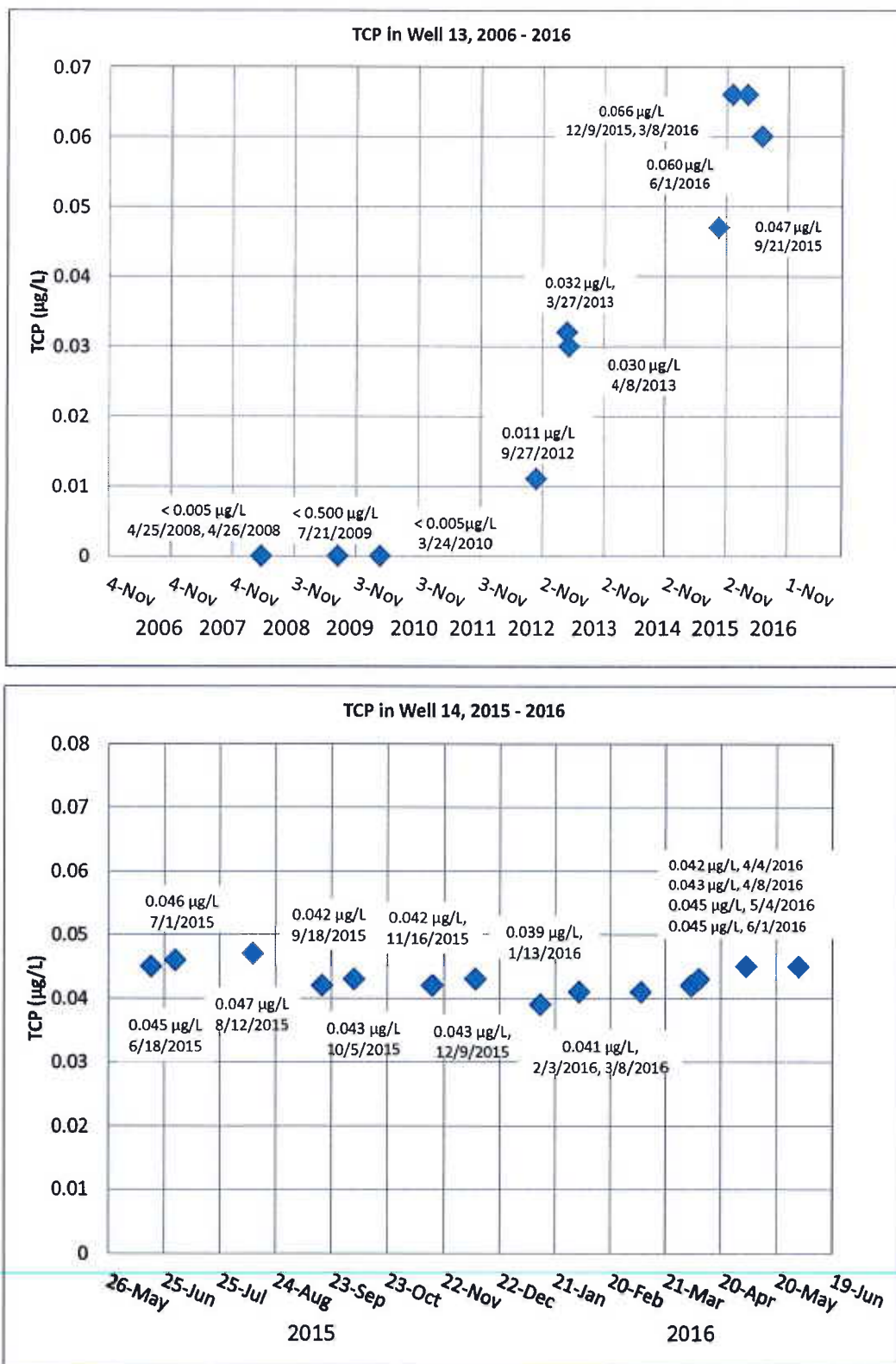


Figure 3

Schedule:

The initial kick-off meeting, data gathering, surveying, geotechnical investigation, and preparation of the 60% plans, specifications, and cost opinion shall be completed within 100 calendar days from receipt of the Notice to Proceed from the City, execution of this Agreement, and final selection of the additional private parcel to be acquired at Well 12.

The 90% submittal of plans, specifications, and cost opinion shall be completed within 50 calendar days following receipt of City comments on the 60% design submittal. The final bid document submittal shall be completed within 40 calendar days following receipt of City comments on the 90% design submittal.

Deliverables:

Plans, specifications, cost opinion at 60%, 90%, and final completion

AECOM Project Manager

Name	Mark Reitz, PE
Title	Principal Engineer
Phone Number	559-490-8304
Email Address	mark.reitz@aecom.com

Client Project Manager

Name	Russ Robertson
Title	Public Works Director
Phone Number	559.637.4200, ext 214
Email Address	russ.robertson@reedley.ca.gov

(End of page)

EXHIBIT B

COMPENSATION AND PAYMENT

- 1 **COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Time and materials according to the Hourly Rate Schedule below with a maximum fee not to exceed \$323,340 without written authorization from the Client.

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

CLASSIFICATION	RATE
Professionals	
Technician	\$ 77.00 per hour
Assistant I	\$ 88.00 per hour
Assistant II	\$105.00 per hour
Environmental Planner	\$110.00 per hour
Associate	\$135.00 per hour
Associate Electrical and Structural	\$134.00 per hour
Agronomist	\$134.00 per hour
Senior Environmental Planner	\$135.00 per hour
Senior I	\$155.00 per hour
Senior Electrical and Structural Engineer	\$165.00 per hour
Senior Instrumentation and Control Engineer	\$165.00 per hour
Senior II	\$185.00 per hour
Principal	\$215.00 per hour
Principal Electrical and Structural Engineer	\$220.00 per hour
Officer	\$237.00 per hour
Designing/Drafting	
CADD Operator/Drafter	\$ 72.00 per hour
Design CADD Operator	\$103.00 per hour
Design CADD Supervisor	\$129.00 per hour
Field Surveys	
Two-Man Crew	\$165.00 per hour
Two-Man Crew at Prevailing Wage Rate	Per Specified County
General Project Expenses	8% of Labor Fee
Includes mail, telephone, cell phones, fax, office photocopies, office printing, office plotting, personal computer use, and miscellaneous mileage, and meals (except as noted)	
Support Staff	
Clerical I	\$ 48.00 per hour
Clerical II	\$ 69.00 per hour
Clerical III	\$ 77.00 per hour
Technical Typist/Word Processor	\$ 82.00 per hour
Miscellaneous	
Off-Site Printing and Blueprinting	Actual cost + 15%
Travel (other than automobile)	Actual cost + 15%
Lodging	Actual cost + 15%
Materials Testing and In-Plant Inspection	Actual cost + 15%
Aerial Photogrammetry Service and Surveys	Actual cost + 15%
Soils Investigation and Field Tests	Actual cost + 15%
Subconsultant Services	Actual cost + 15%
<p>It is understood and agreed that these rates and charges include normal equipment and materials used in connection with the production of the required engineering and/or architectural services. If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the direct wage cost of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates.</p> <p>AECOM will typically furnish monthly billings for all services rendered and supplies furnished in accordance with the above compensation provisions. Payments shall be due and payable to AECOM upon presentation. A late payment finance charge of 1.5 percent per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.</p> <p>Fee schedule is subject to general revision. New equipment categories and charges may be added or revised from time to time.</p>	

2.2 OTHER HOURLY LABOR RATES If additional services are authorized during the performance of this Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. DELAY To the extent not the fault of AECOM, if the Project Schedule is extended or delayed, or if the orderly and continuous progress of the Services is impaired, then an equitable adjustment shall be made to this Agreement.

6. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

7. PAYMENT

7.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

7.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

7.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

7.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

7.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

7.6 Client shall make payments to AECOM using one of the following methods:

7.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

7.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

7.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

7.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated _____ 20__ between _____ ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20__, modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in Consultant's Compensation:

The Services set forth in this Change Order will be performed on the following basis:

☐ No change to Compensation

☐ Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

☐ Time and Materials with a Not- to-Exceed amount of (\$_____). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

☐ Lump Sum [\$_____]

Therefore, the total authorized Compensation, inclusive of the Change Order is \$ _____.

5. Project Impact:

--

6. Other Changes (including terms and conditions):

--

7. All other terms and conditions of the Agreement remain unchanged.
8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Address

Address

[End of Agreement]

Project Budget

Engineering Design Services for
1,2,3-TCP Treatment at City Wells 12, 13, and 14

City of Reedley

Task Description	Personnel Hours									Budget				
	Principal Engineer/ Project Manager	Principal Electrical/ Structural Engineer	Senior Engineer II	Associate Engineer	Asst Engineer II	CADD Designer	Technical Typist	Clerical II	Total Hours	Labor	Subconsultant	Other Direct Costs	Total Non-Labor	Total
<u>Task 100 Predisign Coordination</u>														
Project kick-off meeting and project setup	8		8	4	8	2	2	4	36	\$ 5,226		\$ 261	\$ 261	\$ 5,487
Data gathering and analysis	2	4		6	6	8	2		28	\$ 3,738		\$ 187	\$ 187	\$ 3,925
Project schedule	2			2					4	\$ 700		\$ 35	\$ 35	\$ 735
Subtotal	12	4	8	12	14	10	4	4	68	\$ 9,664	\$ -	\$ 483	\$ 483	\$ 10,147
<u>Tasks 200 and 300 Field Survey and Geotechnical</u>														
Topographic surveys at Wells 12, 13, and 14, plus pipeline alignments	2		4	2				2	10	\$ 1,578	\$ 35,000	\$ 79	\$ 35,079	\$ 36,657
Geotechnical evaluations at Wells 12 and 13			2	2				2	6	\$ 778	\$ 17,400	\$ 30	\$ 17,430	\$ 18,217
Subtotal	2	-	6	4	-	-	-	4	16	\$ 2,356	\$ 52,400	\$ 118	\$ 52,518	\$ 54,874
<u>Task 400 Plans, Specifications, Cost Estimate</u>														
Civil, structural, and mechanical for Wells 12, 13, and 14	24	24	80	60		130		4	322	\$ 47,006		\$ 2,350	\$ 2,350	\$ 49,356
Architectural and structural for building at Well 12	2	8		24		24			38	\$ 7,902		\$ 393	\$ 393	\$ 8,297
Pipeline(s) between Well 12 and proposed treatment system site and SD pipeline	14		24	16	50	96		8	208	\$ 25,300		\$ 1,265	\$ 1,265	\$ 26,565
Electrical	16	40	16	16		64			152	\$ 23,932		\$ 1,198	\$ 1,198	\$ 25,130
Instrumentation/control/SCADA radio	16	40	16			40			112	\$ 19,320		\$ 966	\$ 966	\$ 20,286
Specifications	16	24	16	24			40	8	128	\$ 18,752		\$ 934	\$ 934	\$ 19,686
Schedule	2			2				4	8	\$ 1,028		\$ 51	\$ 51	\$ 1,079
Engineer's estimate of probable construction cost (60%, 90%, 100%)	8	8	8	10	16	6	4	4	64	\$ 9,212		\$ 461	\$ 461	\$ 9,673
Three formal plan and specs set submittals and reviews (60%, 90%, 100%)	12	8	6	8		16	24	4	78	\$ 10,422		\$ 521	\$ 521	\$ 10,943
Finalize PS&E for bidding (signed PS&E with City approvals)	3	8	16		16	16	4		63	\$ 9,031		\$ 451	\$ 451	\$ 9,472
Contingencies for prebidding vessels	16		8	16		16	16	2	74	\$ 10,178		\$ 509	\$ 509	\$ 10,687
Subtotal	129	160	190	176	82	408	92	30	1,267	\$ 182,493	\$ -	\$ 9,105	\$ 9,105	\$ 191,198
<u>Task 500 Bidding and Construction Phase Services</u>														
Prebid support and addendums	6	4	6			4	2	4	26	\$ 4,132		\$ 207	\$ 207	\$ 4,339
Preconstruction conferences (2)	8		4				2		14	\$ 2,624		\$ 131	\$ 131	\$ 2,755
Shop drawings, RFIs, and submittals	12	24	24	32	32	16	8		148	\$ 22,244		\$ 1,114	\$ 1,114	\$ 23,358
Periodic site visits, final visit, and training (10 total)			40			8	4		52	\$ 8,552		\$ 428	\$ 428	\$ 8,980
Record drawings, warranties, and O&M manuals	4	4	4			16	8		36	\$ 4,784		\$ 239	\$ 239	\$ 5,023
Subtotal	30	32	78	32	32	44	24	4	276	\$ 42,376	\$ -	\$ 2,119	\$ 2,119	\$ 44,495
<u>Task 600 Permitting Support</u>														
Amended Domestic Water Supply Permit Application	4		4				2		10	\$ 1,764		\$ 88	\$ 88	\$ 1,852
Water treatment plant Operations Plan reports for Wells 12, 13, and 14	23		40			8	24	4	99	\$ 15,413		\$ 771	\$ 771	\$ 16,184
CEQA assistance	2		8			8	2		20	\$ 2,898		\$ 145	\$ 145	\$ 3,043
FG&E Rule 16 for new service at Well 12	2	4					2		8	\$ 1,474		\$ 74	\$ 74	\$ 1,548
Subtotal	31	4	52	-	-	16	30	4	137	\$ 21,549	\$ -	\$ 1,077	\$ 1,077	\$ 22,626
Total	204	200	334	224	128	478	150	46	1,764	\$ 258,038	\$ 52,400	\$ 12,902	\$ 65,302	\$ 323,340

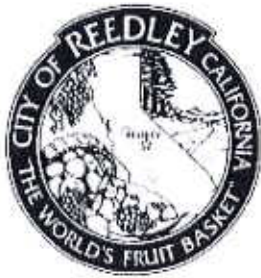
Project Budget

Engineering Design Services for
1,2,3-TCP Treatment at City Wells 12, 13, and 14

City of Reedley

Task Description	Personnel Hours								Budget				
	Principal Engineer/ Project Manager	Principal Electrical/ Structural Engineer	Senior Engineer II	Associate Engineer	Asst Engineer II	CADD Designer	Technical Typist	Clerical II	Total Hours	Labor	Subconsultant	Other Direct Costs	Total Non-Labor

Personnel Category	\$/HR
Principal Engineer/Project Manager	\$215.00
Principal Electrical/Structural Engineer	\$220.00
Senior Engineer II	\$185.00
Associate Engineer	\$135.00
Asst Engineer II	\$105.00
CADD Designer	\$103.00
Technical Typist	\$82.00
Clerical II	\$69.00



REEDLEY CITY COUNCIL

- ☒ Consent Calendar
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 4

DATE: March 27, 2018

TITLE: APPROVAL OF ITEMS PERTAINING TO DESIGN AND ENGINEERING SERVICES FOR TCP TREATMENT FACILITIES AT MUNICIPAL WATER WELLS 12, 13, AND 14.

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AECOM FOR DESIGN AND ENGINEERING SERVICES FOR TCP TREATMENT FACILITIES AT MUNICIPAL WATER WELLS 12, 13, AND 14.
- B. ADOPT RESOLUTION NO. 2018-029 AMENDING THE 2017-2018 ADOPTED BUDGET TO APPROPRIATE \$355,674 FROM THE GROUNDWATER TREATMENT FUND FOR DESIGN AND ENGINEERING SERVICES FOR TCP TREATMENT FACILITIES.

SUBMITTED: Russ Robertson, Public Works Director *[Signature]*

APPROVED: Nicole R. Zieba, City Manager *[Signature]*

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute an agreement with AECOM for design and engineering services for TCP treatment facilities at municipal water wells 12, 13, and 14, and that the City Council adopt Resolution 2018-029 appropriating \$355,674 from the Groundwater Treatment fund for these services.

EXECUTIVE SUMMARY

In 2017, the California Department of Drinking Water adopted a maximum contaminate level for 1,2,3-trichloropropane (TCP). TCP is a manmade chlorinated hydrocarbon and is considered by the U.S. Environmental Protection Agency to be a "probable human carcinogen". Three of the City of Reedley's municipal water wells have TCP levels near or in excess of the newly adopted maximum contaminate level and TCP treatment facilities must be installed.

A proven method of TCP treatment is by utilizing granular activated carbon (GAC) to filter out the TCP contaminate. This method of treatment is considered to be the best available technology for the treatment of TCP, but it is also quite costly. The method consists of the construction of a treatment facility for each affected well which includes large filter vessels that are filled with GAC. At this time, City

water wells no. 12, 13, and 14 require the installation of treatment facilities in order to filter out the TCP contaminate.

The City solicited proposals for design and engineering services for the treatment facilities. The top two responding firms were invited to a panel interview on January 18, 2018, for evaluation and scoring by a panel of City staff. AECOM received the highest scores from the panel and was selected to provide the services. The proposal from AECOM is attached to this staff report. The total cost of design and engineering services per AECOMs proposal is not to exceed \$323,340. Staff is requesting an additional 10% contingency of \$32,334, to bring the total appropriation request to \$355,674.

FISCAL IMPACT

No impact to the Water Enterprise Fund. Reduction of the Groundwater Treatment Fund in the amount of \$355,674.

ATTACHMENTS

Agreement and Scope of Services Proposal from AECOM
Resolution No. 2018-029