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AGREEMENT BETWEEN CLIENT AND CONSULTANT

Agreement entered into at Sacramento, CA on this date of 6/22/2021 by and between:

CONSULTANT: NEXGEN Utility Management, Inc

CLIENT: City of Willows

Name: Dan Rich, P.E.

Name: Wayne Peabody, Interim City Manager

Address: 4010 Lennane Drive Sacramento, CA 95834

Address: 201 North Lassen Street Willows, CA 95988

Phone: 916-779-7301

Phone: 530-934-7401

Fax: 916-564-8030

Fax: 530-934-7402

Email: drich@nexgenum.com

Email: wpeabody@cityofwillows.org

Client and CONSULTANT agree as follows:

A. Client retains CONSULTANT to perform services for:

City of Willows Wastewater Facilities Condition Assessment Project

hereinafter called "Project".

B. CONSULTANT agrees to perform the following scope of services:

See attached Exhibit "A"

C. Client agrees to compensate CONSULTANT for such services as follows:

Time and Material basis, not to exceed, \$79,560 as provided in Exhibit "A" at the hourly rates as provided in said Exhibit.

D. This agreement is subject to the General Terms of Agreement for Consulting Services contained in paragraphs 1 through 14, and the provisions of the exhibits attached hereto and made a part hereof.

GENERAL TERMS OF AGREEMENT FOR CONSULTING SERVICES

Client and CONSULTANT agree that the following provisions shall be part of this agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and CONSULTANT.
2. This agreement shall not be assigned by either Client or CONSULTANT without the prior written consent of the other.
3. This agreement contains the entire agreement between Client and CONSULTANT relating to the Project and the provisions of services to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and CONSULTANT.
4. This agreement shall be governed by and construed in accordance with the laws of the State of California.
5. Client and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and CONSULTANT shall endeavor to maintain good working relationships among members of the Project team.
6. CONSULTANT shall perform services as an independent contractor and shall perform the serves provided for in this agreement in accordance with generally accepted standards of professional practice in effect at the time of performance.
7. Unless provided otherwise by the provisions of paragraph C, CONSULTANT shall submit monthly invoices to Client. CONSULTANT recognizes that his or her invoices will be presented by Client to the project owner and that Client will pay CONSULTANT the amount due for serves rendered and expenses incurred within fourteen (14) calendar days after Client is paid by the project owner. Nothing contained in this paragraph shall constitute a waiver or release of CONSULTANT's mechanic lien rights.
8. Before any services are provided under this agreement, CONSULTANT shall procure and maintain in effect insurance coverage in amounts not less than set forth below:
 - (a) **Workers' Compensation and Employer's Liability**: as required by the laws of the State of California.
 - (b) **General Liability**: commercial general liability insurance for personal and bodily injury, including death and property damage, on an occurrence basis, in the amount of **\$1,000,000** combined single limit each occurrence and in aggregate.
 - (c) **Automobile Liability**: automobile liability for personal and bodily injury, including death and property damage, in the amount of **\$300,000** for each accident.
 - (d) **Professional Liability**: professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by CONSULTANT in the amount of **\$1,000,000** combined single limit each occurrence and annual aggregate.
 - (e) **Certificates**: CONSULTANT shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage afforded shall not be cancelled or ordered reduced by the CONSULTANT, except with at least thirty (30) days' prior written notice to the Client. Should this occur, CONSULTANT shall procure and furnish to Client prior to such effective date new certificates conforming to the above coverage requirements.

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CONSULTANT shall not have the right to receive any payment under this agreement until all insurance certificates are received by Client.

- 9. CONSULTANT agrees to indemnify and hold harmless Client, its officers, directors and employees from and against all claims, losses, demands, damages or costs, including attorneys' fees, arising from the negligent acts, errors, or omissions or CONSULTANT, its officers, directors, and employees, or anyone for whom CONSULTANT is legally liable, arising out of the performance of this agreement.
- 10. Client may terminate CONSULTANT's performance under this agreement, with or without cause, upon written notice. Client shall compensate CONSULTANT for performance of services through the period prior to termination, plus reasonable termination expenses, provided CONSULTANT is not in default.
- 11. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related expenses.
- 12. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect and are binding on Client and CONSULTANT.
- 13. In an effort to resolve any conflicts between Client and CONSULTANT arising out of or relating to the performance of this agreement, Client and CONSULTANT agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. This dispute resolution provision shall not preclude either party from filing a legal action in small claims court if the amount in dispute is within the jurisdiction of the small claims court, nor does it preclude or limit the right to perfect or enforce applicable mechanic's lien or stop notice remedies.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: City of Willows

CONSULTANT: NEXGEN UM, INC

By: Wayne Peabody

By: Dan Rich

Name/Title: Wayne Peabody Interim City Manager

Name/Title: Dan Rich, Vice President

Date Signed: 06-22-2021

Date Signed: 6/22/21

Project Number: Click here to enter text.

Project Number: Click here to enter text.



REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

Facilities Condition Assessment for Sewer Collection System Lift Stations and Wastewater Treatment Plant Major Equipment

Issue Date: March 31, 2021

Mandatory Pre-Proposal Site Visit: April 8, 2021

Proposal Due Date: April 28, 2021 by 5:00 p.m.

**City of Willows
201 N. Lassen Street
Willows, CA 95988**

EXHIBIT A

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EXHIBIT A

I. INTRODUCTION

A. BACKGROUND

The City of Willows ("City") is requesting proposals from qualified water resources consulting engineering firms for professional engineering services to perform a condition assessment of major components of the City's wastewater collection and treatment system. Specifically, the City desires to have comprehensive evaluations of five existing sanitary sewer lift stations located in the sewer collection system and major process components of the City's wastewater treatment plant. The result of the major wastewater facilities condition assessment will be a list of proposed wastewater rehabilitation and/or replacement projects, with cost estimates, to be included in a Capital Improvement Program.

B. SEWER COLLECTION SYSTEM LIFT STATIONS

The City has five existing lift stations in the sewer collection system. The lift stations were built in the late 1980s and the early 1990s. Each of the lift stations consists of a wet well with two (2) submersible pumps. The wet wells range in depth from 12 feet to 24 feet. Some of the pumps use a float system for controls, and some use a Milltronics HydroRanger control system with level sensors. Four of the lift stations have an emergency generator on-site for backup power. One of the lift stations has a transfer switch that allows a portable generator to be connected during major power outages. None of the lift stations are on a SCADA system. Copies of the City of Willows Sewer Map sheets are attached showing the collection system layout with the lift stations and the Wastewater Treatment Plant highlighted.

C. WASTEWATER TREATMENT PLANT

Most of the major facilities at the current wastewater treatment plant (WWTP) were constructed during a major WWTP upgrade in 2007. The WWTP upgrade included the addition of a tertiary treatment process to the existing secondary treatment process. The treatment train includes clarification, extended aeration, filtration, chlorine disinfection, and dichlorination. The WWTP has a permitted average dry weather flow of 1.2 million gallons per day (MGD). The WWTP also includes flow equalization and two sludge drying lagoons.

The WWTP is permitted by the State of California through the Central Valley Regional Water Quality Control Board (CVRWQCB). The most recent discharge permit was issued in 2016; Waste Discharge Requirements Order R5-2016-0090 – NPDES No. CA0078034. The Willows WWTP is a Class IV facility as defined in the California Code of Regulations, Title 23, Division 3, Chapter 26, section 3675.

II. SCOPE OF SERVICES

TASK I: SEWER LIFT STATION CONDITION ASSESSMENTS

The Consultant should perform a condition assessment of each of the City's five (5) sewage lift stations. The condition assessment should include an evaluation of all systems integral to the performance of the lift station, including, but not limited to, structural integrity (wet well concrete condition, access hatch mechanical operability and safety features), pumps and related hardware, fluid piping systems, electrical power systems, and control systems. The evaluation should include visual inspection, inspection during operations, power and control operational testing, consultation with operations staff, and any other non-intrusive testing that is accessible and that the Consultant feels is appropriate. Confined space entry into the lift station wet wells is not anticipated as part of the evaluation.

The Consultant should provide an estimated remaining service life of major components and identify deficiencies that should be addressed, along with a recommended timeline for improvements. Table 1 is a list of the City's five (5) sewer lift stations with some relevant information for each.

Table 1: Sewer Lift Station Information

<u>Name</u>	<u>Year</u>	<u>Depth (ft)</u>	<u>Pumps</u>	<u>Brand & HP</u>	<u>Head (ft)</u>	<u>Avg. Flow (gpd)</u>
Sycamore Street	1986	18.3	2	KSB 3.4 hp	20 +/-	42,000
Cherry Street	1988	23.3	2	Flygt 3.0 hp	20 +/-	82,000
Pacific Avenue	1991	16.8	2	Flygt 3.0 hp	20 +/-	25,000
Lassen Street	1994	12.3	2	Flygt 3.0 hp	20 +/-	48,000
Road 57	1995	20.5	2	Flygt 3.0 hp	20 +/-	< 5,000

The Consultant should prepare construction cost estimates for each of the improvement projects identified in the lift station condition assessments. The Consultant should discuss these cost estimates with City staff and obtain guidance on estimated add-on costs for any needed right-of-way acquisition, design, and construction management/inspection for each improvement project. Using this guidance, a total project cost for each improvement project should be developed, including contingencies. The Consultant should organize the projects by priority using the estimated remaining service life and other project scheduling information from the condition assessment task to identify the recommended timing for each project. The prioritized list of sewer lift station improvement projects will be included in a Capital Improvement Program to be prepared by the City.

The results of this task should be included in Technical Memorandum No. 1: Sewer Lift Station Condition Assessments, identifying existing condition deficiencies, recommended improvements, cost of improvements, and an estimated schedule for making the improvements. Three copies of an administrative draft of Technical Memorandum No. 1 are

required. The Proposal should plan on two cycles of submittal/City review/revision and resubmittal of each administrative draft of Technical Memorandum No. 1.

Following approval by the Community Services Director, or his/her designee, three copies of the final complete Technical Memorandum No. 1 in a three-ring binder are required. A computer disk or other submitted digital versions of the final document and all supporting drawings, spreadsheets, and other pertinent information are required. At the outset of the Project, the Consultant will submit a description of the software to be used in preparation of the work products. The City currently uses Microsoft Word and Excel for word processing and spreadsheet calculations, graphs, and charts, respectively. The City uses AutoCAD 2016 for engineering graphics.

TASK II: WASTEWATER TREATMENT PLANT CONDITION ASSESSMENT

The Consultant should perform a comprehensive evaluation of the major system components integral to the performance of each of the wastewater treatment process units from the headworks to the discharge pipe, including structural integrity (i.e., concrete condition, structural supports, etc.), pumps and mechanical systems, fluid piping systems, electrical power systems, and control systems. The evaluation should include visual inspection, inspection during operations, power and control operational testing, consultation with operations staff, and any other non-intrusive testing that is accessible and that the Consultant feels is appropriate. Confined space entry into the wastewater treatment plant facilities is not anticipated as part of the evaluation.

The Consultant should provide an estimated remaining service life of major components and identify deficiencies. The Consultant should provide an estimated remaining service life of major components and identify process and/or equipment deficiencies that should be addressed, along with a recommended timeline for improvements. Table 2 is a partial list of wastewater treatment plant assets to be included in the condition assessment.

Table 2: Wastewater Treatment Plant Assets

<u>Headworks Area</u>
Automated Bar Screen
Influent Pumps
Influent Mag Flowmeter No. 1
Ultra-Sonic Level Sensors
Composite Sampler
<u>Blower Building Area</u>
Emergency Backup Generator
Hibon Centrifugal Blowers
Compressor Assembly for Tertiary Sand Filter Backwash
MCC A for South Plant Power Distribution

PLC Panel 1
PLC for Blowers
Aeration Flow Distribution Box
<u>Extended Aeration Basin Area</u>
Aeration Basin No. 1 Gates, Valves, Piping and Aerators
Aeration Basin No. 2 Gates, Valves, Piping and Aerators
Equalization Basin Pumps
<u>Clarifier Area</u>
Clarifier Flow Distribution Box
Clarifier No. 1
Clarifier No. 2
<u>Effluent Pump Station Area</u>
Effluent Pumps
Effluent Overflow Pump
<u>Sludge Pump Station Area</u>
Return Activated Sludge (RAS) Pumps
Waste Activated Sludge (WAS) Pumps
Effluent Mag Flowmeter No. 2
RAS Distribution Box
<u>Tertiary Filtration Area</u>
Filter Cell No. 1
Filter Cell No. 2
Filter Cell No. 3
Polyaluminum Chloride System
Sodium Hypochlorite System
Chlorine Analyzer
Effluent Mag Flowmeter No. 3
<u>Chlorine Contact Basin Area</u>
Chlorine Contact Basins
Chlorine Residual Analyzer
Effluent Turbidity Meter
Disinfection System (control system, piping, pumps, mixers, etc.)
Dechlorination System (piping, etc.)
<u>Chemical Storage Area</u>
Sodium Hypochlorite Tank and Piping
Sodium Bisulfate Tank and Piping
Final Effluent Outfall Piping

On-Site Water Supply Well and Equipment
Administration Building Area
MCC B for North Plant Power Distribution
WWTP Communication Wiring
WWTP Computer and SCADA System

The Consultant should prepare construction cost estimates for each of the improvement projects identified in the wastewater treatment plant condition assessment. The Consultant should discuss these cost estimates with City staff and obtain guidance on estimated add-on costs for design, any right-of-way acquisition, construction management, and construction inspection for each construction project. Using this guidance, a total estimated project cost for each improvement project should be developed. The Consultant should organize the projects by priority using the estimated remaining service life and other project scheduling information from the condition assessment task to identify the recommended timing for each project. The prioritized list of wastewater treatment plant improvement projects will be included in a Capital Improvement Program to be prepared by the City.

The results of this task should be included in Technical Memorandum No. 2: Wastewater Treatment Plant Condition Assessment, identifying existing condition deficiencies, recommended improvements, cost of improvements, and an estimated schedule for making the improvements. Three copies of an administrative draft of Technical Memorandum No. 2 are required.

The Consultant should plan on submitting the administrative drafts of Technical Memorandum No. 1 and Technical Memorandum No. 2 separately, as Task I and Task II will most likely proceed on separate schedules.

The Proposal should plan on two cycles of submittal/City review/revision and resubmittal of each administrative draft of Technical Memorandum No. 1 and Technical Memorandum No. 2. Following approval by the Community Services Director, or his/her designee, three copies of each of the final complete technical memorandums in three-ring binders are required. A computer disk or other submitted digital versions of the final documents and all supporting drawings, spreadsheets, and other pertinent information are required. At the outset of the Project, the Consultant will submit a description of the software to be used in preparation of the work products. The City currently uses Microsoft Word and Excel for word processing and spreadsheet calculations, graphs, and charts, respectively. The City uses AutoCAD 2016 for engineering graphics.

TASK III: PROJECT MANAGEMENT AND MEETINGS



PROJECT TASKS - CITY OF WILLOWS WASTEWATER FACILITIES CONDITION ASSESSMENT

	NEXGEN UM				CONTROLPOINT		Toatl Hours	Expenses (a)	Total Cost
	Principal Engineer	Senior Engineer	Associate Engineer	Principal Engineer	Senior Engineer				
Rates									
	\$220	\$200	\$160	\$200	\$160				
1 SEWER LIFT STATION CONDITION ASSESSMENTS									
a. On-site assessments and field data collection		8	8	8	8	8	32	\$ 300	\$ 6,060
b. Obtain Equipment/Materials Data		4	12			4	20		\$ 3,360
c. Identify Performance Deficiencies		4	6	2	4	4	16		\$ 2,800
d. Evaluate Condition of Assets		4		4			8	\$ 400	\$ 2,000
e. Recommend Mitigations / Cost Estimates	4	6	8	4	4	4	26	\$ 200	\$ 5,000
f. Prepare DRAFT Memo		10	10	4	4	4	28	\$ 50	\$ 5,090
g. FINAL Memo		4	4		4	4	12	\$ 100	\$ 2,180
SUBTOTAL	4	40	48	22	28	28	142	\$ 1,050	\$ 26,490
2 WASTEWATER TREATMENT PLANT EQUIPMENT CONDITION ASSESSMENT									
a. On-site assessments and field data collection		8	8	8	8	8	32	\$ 300	\$ 6,060
b. Obtain Equipment/Materials Data		6	16			8	30		\$ 5,040
c. Identify Performance Deficiencies		8	12	4	6	6	30		\$ 5,280
d. Evaluate Condition of Assets	4	8		4			16	\$ 400	\$ 3,680
e. Recommend Mitigations / Cost Estimates	4	6	16	4	12	12	42	\$ 400	\$ 7,760
f. Prepare DRAFT Memo		12	12	4	8	8	36	\$ 50	\$ 6,450
g. FINAL Memo		4	4		4	4	12	\$ 100	\$ 2,180
SUBTOTAL	8	52	68	24	46	46	198	\$ 1,250	\$ 36,450
3 PROJECT MANAGEMENT AND MEETINGS									
a. Four (4) Meetings with City Staff		24	12			12	48	\$ 100	\$ 8,740
b. City Council Meeting	6	8	4				18	\$ -	\$ 3,560
c. Administration	6			2			8	\$ 100	\$ 1,820
d. QA/QC	4	4		2	2	2	12	\$ 100	\$ 2,500
SUBTOTAL	16	36	16	4	14	14	86	\$ 300	\$ 16,620
PROJECT TOTAL	28	128	132	50	88	88	426	\$ 2,600	\$ 79,560

Signature: *Wayne Peabody*
 Wayne Peabody (Jun 22, 2021 14:26 PDT)
 Email: wpeabody@cityofwillows.org

