

AGENDA ITEM NO. **IF**

04/19/12

APPROVED BY



DEPARTMENT DIRECTOR

CITY MANAGER



April 19, 2012

FROM: PATRICK N. WIEMILLER, Director
Department of Public Utilities

BY: STEPHEN A. HOGG, Assistant Director 
Department of Public Utilities, Wastewater Management Division

SUBJECT: APPROVE AMENDMENT TO AGREEMENT WITH PARSONS WATER AND INFRASTRUCTURE, INC., A CALIFORNIA CORPORATION, FOR DESIGN SERVICES OF THE TERTIARY TREATMENT AND DISINFECTION FACILITY DESIGN AT THE FRESNO/CLOVIS REGIONAL WASTEWATER RECLAMATION FACILITY (COUNCIL DISTRICT NO. 3) FOR A NET INCREASE OF \$309,017 AND AN ADDITIONAL 60 DAYS AND AUTHORIZE THE DIRECTOR OF PUBLIC UTILITIES TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATIONS

Staff recommends that City Council:

1. Approve an amendment to the contract with Parsons Water and Infrastructure, Inc. in the amount of \$309,017 for design services of the Tertiary Treatment and Disinfection Facility Design located at the Fresno/Clovis Regional Wastewater Reclamation Facility (RWRF).
2. Authorize the Director of Public Utilities or his designee to sign the Agreement on behalf of the City.

EXECUTIVE SUMMARY

The Department of Public Utilities Wastewater Management Division has in place a professional engineering services contract for the design of advanced treatment at the RWRF that would provide the treatment necessary to use recycled water to offset potable water use and assist in improving ground water quality in the vicinity of the facility. In August 2010, the City entered into a consultant services agreement with Parsons Water and Infrastructure Inc. for the design of the Tertiary Treatment and Disinfection Facility, located at the RWRF. Staff recommends amending the scope of services to include in the design, replacement of an existing processing unit with a Membrane Bioreactor, preparation of an Ultraviolet Disinfection Pre-Selection package, preparation of California Environmental Quality Act (CEQA-Plus) documentation, and provide State Revolving Fund (SRF) application assistance. This amendment increases the contract amount by \$309,017 to a new total of \$1,966,032 and adds an additional 60 days.

BACKGROUND

The Department of Public Utilities is required by the Central Valley Regional Water Quality Board (CVRWQCB) to adequately treat wastewater and manage the groundwater quality beneath the percolation ponds located at the RWRF. The groundwater quality in the area is directly affected by the quality and quantity of water being

percolated at the RWRF. Improved treatment and direct use of advanced treated water reduces the loading of the percolation ponds and increases the quality of the groundwater beneath. The current plant effluent is approved for use to irrigate crops not intended for direct human consumption, while the advanced treated water would have no restrictions on which crops could be irrigated. Historically this has included vineyards in which the grapes would be used for wine making since the fruit typically does not contact the ground and would undergo significant additional processing. However, the CVRWQCB has recently prohibited the use of undisinfected secondary treated water, such as that produced at the RWRF, for the irrigation of wine grapes. This change in acceptable uses at the current treatment levels eliminated the RWRF's single largest recycled water user effective April 2, 2012.

In addition, the Fresno Metropolitan Water Resources Management Plan Update incorporates an additional 25,000 acre-feet per year of treated wastewater effluent (recycled water) by 2025 as a part of the City's water resources. The improved treatment system will expand the approved uses and is a key element necessary to bring recycled water into service.

In May of 2009 the Department of Public Utilities began the preparation of the Recycled Water Master Plan (RWMP). The RWMP proposes the installation of advanced treatment at the RWRF. The advanced treatment design would incorporate facilities needed to meet the current and consider future federal, state and local governmental regulations and requirements. The improved facilities would include a filtration system, disinfection system, storage, and pump station. These facilities will be located at the RWRF on properties already owned by the Department of Public Utilities Wastewater Management Division.

On August 26, 2010, the City Council awarded a consultant services contract to Parsons Water and Infrastructure for the design of a Tertiary Treatment and Disinfection Facility. During the Schematic and Design Development Phases, it was determined that rather than adding another level of treatment to the existing almost forty year old process, that it would be more prudent to replace one of the existing process units with a newer technology membrane process that is capable of meeting the higher treatment levels required. It was further identified that by pre-selecting the Ultra Violet disinfection system in advance of the construction contract, a more competitive price could be obtained. This pre-selection will also allow for a more robust and detailed design which should help reduce potential costly change orders during the construction process. Finally, in order to streamline processes and provide the potential to take advantage of extremely low-cost funding for the project, the preparation of CEQA-Plus documentation and the completion of SRF applications were also added to the contract scope.

The Council may approve the contract amendment in the amount of \$309,017 to Parsons Water and Infrastructure, Inc. The amendment will add \$309,017 to the original contract compensation increasing the total compensation to \$1,966,032. The amendment has been "Approved as to Form" by the City Attorney's Office.

ENVIRONMENTAL FINDING

By the definition provided in the California Environmental Quality Act Guidelines Section 15378 the amendment of this contract does not qualify as a "project" and is therefore exempt from the California Environmental Quality Act requirements.

FISCAL IMPACT

This project was identified in the five year capital improvement plan and adequate funds are appropriated in the 2012 Sewer Enterprise Budget.

- Attachments:
- Fiscal Impact Statement
 - Amendment

PROGRAM: TC00095 TREATMENT AND DISINFECTION FACILITY

| <u>RECOMMENDATION</u> | <u>TOTAL OR CURRENT</u> | <u>ANNUALIZED COST</u> |
|--|-------------------------|------------------------|
| Direct Cost | \$ <u>309,017.00</u> | _____ |
| Indirect Cost | \$ <u>0.00</u> | _____ |
| TOTAL COST | \$ <u>309,017.00</u> | _____ |
| Additional Revenue or Savings Generated | \$ <u>0.00</u> | _____ |
| Net City Cost | \$ <u>309,017.00</u> | _____ |
| Amount Budgeted (If none budgeted, identify source) | \$ <u>309,017.00*</u> | _____ |
| Inspection | \$ <u>0.00</u> | |
| Administration | \$ <u>0.00</u> | |
| Contract Compliance | \$ <u>0.00</u> | |
| Other | \$ <u>0.00</u> | |

*This brings the total encumbrance for this contract to \$1,966,032.00

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2012, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Parsons Water and Infrastructure, Inc., a Delaware corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated August 26, 2010, for professional engineering services for the design of the Tertiary Treatment and Disinfection Facility at the Fresno/Clovis Regional Wastewater Reclamation Facility, hereinafter referred to as "Agreement;" and

WHEREAS, CITY and CONSULTANT desire to memorialize their intent to include a Schedule of Fees and Expenses in Exhibit A of the Agreement; and

WHEREAS, CITY desires to modify the Agreement to include the preparation of an Ultraviolet Disinfection Pre-selection Package; and

WHEREAS, CITY desires to modify the Agreement to include the design of a new membrane bioreactor facility rather than retrofit existing aeration tanks; and

WHEREAS, CITY desires to modify the Agreement to include the preparation of CEQA-Plus documentation for this project; and

WHEREAS, CITY desires to modify the Agreement to provide State Revolving Fund (SRF) application assistance for this project; and

WHEREAS, the parties desire to modify the Agreement to revise the project schedule and extend the completion date; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$309,017 to complete the expanded Scope of Work; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees that CONSULTANT has no claim, demands or disputes against CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in **Exhibit 1**, attached hereto and incorporated herein by reference.

2. Effective August 26, 2010, Exhibit A of the Agreement is amended to add the Schedule of Fees and Expenses in **Exhibit 2**, attached hereto and incorporated herein by reference.

3. Effective August 26, 2010, whenever referenced in Exhibit A of the Agreement, "Parsons" shall mean and refer to CONSULTANT.

4. Effective August 26, 2010, whenever referenced in Exhibit A of the Agreement, "team member" and any name of the identified "team member" shall mean and refer to CONSULTANT who shall be responsible for all services performed under the Agreement whether or not performed by any of CONSULTANT'S subconsultants.

5. Effective August 26, 2010, the phrase "considering total project schedule of 27 months" on pages A-9 and A-11 in Exhibit A of the Agreement is deleted in its entirety.

6. Effective August 26, 2010, Exhibit A of the Amendment is amended as follows:

- (i) The first sentence at the top of page A-3 is deleted in its entirety.
- (ii) The entire section entitled "2. CITY FURNISHED SERVICES" on page A-13 is deleted in its entirety.

7. Effective August 26, 2010, any reference to "fee estimate" in Exhibit A of the Agreement shall mean "not to exceed fee amount."

8. Effective August 26, 2010, any reference to "tentative scope" in Exhibit A of the Agreement is modified in its entirety to "scope".

9. Effective August 26, 2010, Section 1(d)(3) of the Agreement is amended in its entirety to read as follows:

"(3) Provided CITY receives at least three bids from responsive and responsible bidders to the bid specifications, if the lowest responsible bid received for the general construction contract exceeds by 10% or more the final estimate of construction cost previously accepted by CITY, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which are excluded from the general construction contract, CONSULTANT shall, within 14 days of any request by CITY, revise the plans and specifications as may be necessary to stay within 10% of such final estimate of construction cost, at no additional cost to CITY provided such bid is received within 180 calendar days after completion of services in Section 1(c) of this Agreement. CONSULTANT shall also submit such revised plans and specifications, together with a new final estimate of construction cost, to CITY for review and acceptance. This procedure, using the latest accepted final estimate of construction cost, shall, upon written notice to CONSULTANT from the Director, be repeated until an acceptable bid is received that does not exceed the accepted final estimate of construction cost by more than 10%."

10. Effective August 26, 2010, Section 1(e)(2) of the Agreement is amended in its entirety to read as follows:

"(2) CONSULTANT shall review and recommend in writing to CITY acceptance or non-acceptance of shop drawings, equipment and material submittals of the general construction contractor as required by the general construction contract and applicable laws and regulations in a timely manner. The period for CONSULTANT review shall be 21 calendar days from the date of receipt of the respective submittal and shall be specified in the general construction contract by CONSULTANT."

11. Effective August 26, 2010, CONSULTANT'S services under Section 1(e)(3) of the Agreement shall include at least 10 site visits.

12. Effective August 26, 2010, any additional design and specification services rendered by CONSULTANT pursuant to Section 1(e)(5) or Section 1(e)(6) of the Agreement shall be at no additional cost to CITY and is understood to be included in the total not to exceed amount of compensation set forth in Section 3 of the Agreement. Such services in Section 1(e)(6) will also include up to an additional 20 individual change orders for those that are initiated by CITY or due to unforeseen conditions related to the project.

13. Effective August 26, 2010, CONSULTANT'S services under Section 1(e)(8) of the Agreement will also include review of up to 15 monthly construction progress payment applications, upon request of CITY, as submitted by the general construction contractor.

14. Effective August 26, 2010, CONSULTANT acknowledges responsibility for the structural observation requirement contained in section 1710 of Part 2, Volume 2 of the California Building Code.

15. Effective August 26, 2010, the body of the Agreement is amended to add that any terms or conditions within any Exhibit or Attachment to the Agreement which purport to modify or restate any terms or conditions in the body of the Agreement, shall be null and void.

16. The respective time periods of 90, 90 and 94 calendar days for submission of deliverables in Parts One, Two, and Three of Sections 1(a)(9), 1(b)(5) and 1(c)(8) of the Agreement shall be increased to the following, including respective completion dates:

Part One: 309 calendar days with completion date of July 18, 2011
Part Two: 241 calendar days with completion date of March 15, 2012
Part Three: 153 calendar days with completion date of August 15, 2012

All services shall be rendered and deliverables submitted no later than the respective completion dates, above, unless an extension of time is approved in writing by the Director.

17. Section 3(a) of the Agreement is amended in its entirety to read as follows:

"(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$1,966,032, paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed \$50,000 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director."

18. Section 3(c) of the Agreement is amended in its entirety to read as follows:

"(c) For purposes of determining the division of the total compensation to CONSULTANT as provided in Section 3(a) above, or should performance of any succeeding Part not be authorized by CITY as provided in Section 1 of this Agreement, it is agreed that the total compensation shall be allocated to the five Parts of CONSULTANT'S performance as follows: Part 1 – 14%, Part 2 – 36%, Part 3 – 33%, Part 4 – 1%, and Part 5 – 16%. Prior to the award of a general construction contract for the Project, or should such contract not be awarded, the approved Parts as provided above shall be utilized for purposes of determining the fee due to CONSULTANT."

19. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify or restate any terms or conditions, or modify the allocation of risk between the parties, provided for within the body of this Amendment or the body of the Agreement, shall be null and void.

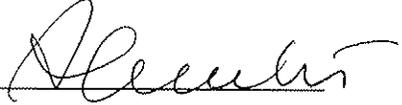
20. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated August 26, 2010, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Parsons Water and Infrastructure, Inc.,
a Delaware corporation

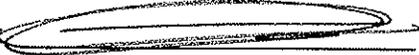
By: _____
Patrick N. Wiemiller, Director
Department of Public Utilities

By: 
Name: Richard J. Trembath

ATTEST:
YVONNE SPENCE, CMC
City Clerk

Title: Senior Vice President

By: _____
Deputy

By: 
Name: Armond Tatevossian
Title: Assistant Secretary

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

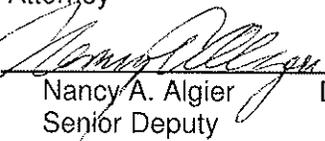
By:  4/5/12
Nancy A. Algier Date
Senior Deputy

Exhibit 1

SCOPE OF ADDITIONAL SERVICES
First Amendment to Consultant Services Agreement
between City of Fresno ("City") and Parsons Water and Infrastructure, Inc. ("Parsons")
Tertiary Treatment and Disinfection Facility
PROJECT TITLE

PART ONE: CHANGES IN THE CURRENT SCOPE

New Task 1. Additional Design and Construction Support Services for the New Structure 5 mgd MBR System

The new structure MBR alternative requires additional design and engineering support during the design primarily due to the following major reasons:

Summary of key engineering efforts impact due to construction of a new structure MBR system instead of retrofit of one existing Train A or Train B tank for MBR system

1. Additional design and construction support services for two new concrete aeration tanks (each 30X110X20 feet size) for MBR pre-aeration system. The additional design efforts include structural and seismic calculations, detailed structural, mechanical and electrical, piping, lighting, and development of specifications
2. Additional design and construction support services for an additional 600 feet of waste activated sludge (WAS) pipeline through some congested areas to the influent of the existing dissolved air flotation thickener system. This change was made to achieve a higher level of reliability and ease of operation. The design of this pipeline requires significant investigations and utilities research.
3. Additional design and construction support services for an electric feeder to the new structure MBR system MCC from 12 kV subservice switchgear 12-MS2 located east of Train A Secondary Clarifier No. 1.
4. Structural evaluation of an existing Train A aeration basin for conversion to recycled water storage tank and design of cover. Design also considers demolition plan of existing air supply system.
5. Design of additional utilities, lighting, paving, drainage, and grading around the new structure MBR site.

PART TWO: ADDITIONAL SCOPE ITEMS REQUESTED BY THE CITY

New Task 2. Prepare CEQA-Plus Environmental Documentation

Parsons will provide environmental documentation services for the new structure 5 mgd MBR system that will be fully integrated with the engineering design tasks. A CEQA Initial Study will be required to evaluate the potential environmental impacts of the proposed project. It is understood that the City plans to apply for either a State Revolving Fund (SRF) loan or grant as administered by the State Water

Resources Control Board (SWRCB) Division of Financial Assistance. Because the SRF program is partially funded by the U.S. Environmental Protection Agency, compliance with federal environmental regulations will be required. These requirements are collectively referred to as "CEQA-Plus". To meet these requirements, a CEQA-Plus environmental document will be prepared in accordance with SWRCB guidance for this project.

Subtask 2.1. Perform Site Visit and Data Collection

The Parsons environmental team will conduct a site visit to review existing conditions on the property and surrounding environment. Relevant environmental data will be collected from on-site sources.

Deliverables (Subtask 2.1):

(None)

Subtask 2.2. Prepare Project Description

The Parsons environmental team will use information developed in the project Technical Memorandum and work closely with City staff to prepare a project description for the CEQA Initial Study. The project description will be prepared to the level of detail required by SRF environmental guidance and will include a discussion of project alternatives.

Deliverables (Subtask 2.2):

Project Description for CEQA Initial Study (Based on Preliminary Final Design)

Subtask 2.3. Prepare Initial Study and Draft Mitigated Negative Declaration

Once the project description prepared for Subtask 2.2 has been approved by the City, it will be integrated into the CEQA Initial Study. A draft Mitigated Negative Declaration, if appropriate, will be prepared in accordance with CEQA and with the Guidelines for the Implementation of the California Environmental Quality Act of 1970, as amended. Environmental resources anticipated to be addressed in the preliminary draft Initial Study/Mitigated Negative Declaration (IS/MND) include:

- Aesthetics/Visual Resources
- Agriculture and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soil
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Public Services and Utilities
- Population and Housing
- Transportation/Traffic
- Utilities and Service Systems

In addition to the above CEQA environmental subjects, the CEQA Initial Study will also either contain appendices for, or include evaluations of, the following federal cross-cutting regulatory requirements:

- Federal Endangered Species Act (Section 7)
- Flood Plains Management (Executive Order 11988)

- National Historic Preservation Act (Section 106)
- EPA Clean Air Conformity Analysis
- Protection of Wetlands (Executive Order 11990)
- Wild and Scenic Rivers Act
- Migratory Bird Treaty Act
- Source Water Protection (as this project is located in an area designated by the USEPA as the Fresno Sole Source Aquifer)
- Farmland Policy Protection Act

Parsons will prepare a Preliminary Draft IS/MND for City of Fresno review and approval. Upon approval by the City, Parsons will assist the City with filing of the Notice of Intent to Adopt a Mitigated Negative Declaration with the County Clerk and State Clearinghouse in accordance with CEQA including CEQA Guidelines, section 15072(a). A Notice of Completion will be prepared as required for this filing. A 30-day public review period will be established.

To advise the public of the availability of the Draft IS/MND, Parsons will draft a display ad for publication in the local newspaper. Upon approval of this notification, Parsons will coordinate publication of the notice and obtain an affidavit of publication that will be included in the Final IS/MND. Publication costs are included in Parsons' fees hereunder for these additional services.

An optional public meeting concerning the project is typically and preferably held during the public review period for the CEQA document. It is assumed that this project is not considered controversial to the public nor is there any substantial public interest in the project at this time. For this reason, it is assumed that no public meeting will be conducted.

Parsons will obtain a mailing list of interested persons from the City of Fresno, if available. If no such list is available, Parsons will prepare a project mailing list to include local and regional government agencies who will receive notification of the project. The mailing list will be provided to the City for approval prior to release of the document. Printed copies or CDs will be mailed to those on the mailing list, and copies of the document placed in local public libraries in the Fresno area. Such mailing shall comply with CEQA Guidelines, sections 15072 and 15073.

Deliverables (Subtask 2.3):

- **Preliminary Draft Initial Study/Mitigated Negative Declaration for City Review and Approval**
- **Draft and Final project mailing list**
- **Draft and Final project Notice of Availability to be published in the local newspaper**
- **Draft Initial Study/Mitigated Negative Declaration for Filing**
- **CEQA Notice of Completion for filing of Draft IS/MND**

Subtask 2.4. Prepare Responses to Comments on Draft Mitigated Negative Declaration

On behalf of the City, the environmental team will prepare responses to written comments received during the public review period of the Draft IS/MND. Draft responses will be submitted to the City for review and approval.

Responses will be incorporated into the Final IS/MND which will be compiled to reflect any changes to the document that may have resulted from comments. The Final IS/MND will be submitted to the City for review and consideration by the City Council for adoption of the Mitigated Negative Declaration and project approval.

If the City Council adopts the Mitigated Negative Declaration and approves the project, Parsons will prepare and file a Notice of Determination with the County Clerk and State Clearinghouse.

As part of the filing of the Notice of Determination, Parsons will prepare an application for the California Department of Fish and Game (CDFG) CEQA Document Filing Fee pursuant to Fish and Game Code Section 711.4. Prior to this filing, Parsons will evaluate the findings of the Initial Study to determine if the project qualifies for an exemption to the CDFG CEQA filing fee. If determined to qualify pursuant to Title 14 Section 753.5(c)(1)(A) of the California Code of Regulations (CCR), Parsons will prepare a CDFG No Effect Determination Request for the project. If this request is approved by the CDFG, the City will not be required to pay the CDFG CEQA Document Filing Fee.

Deliverables (Subtask 2.4):

- **Responses to Comments on Draft Mitigated Negative Declaration**
- **Draft Final IS/MND**
- **Final IS/MND**
- **Notice of Determination**
- **CDFG No Effect Determination Request (if appropriate)**

Subtask 2.5. Conduct City Council Presentation of CEQA Findings

Parsons and the environmental team will make a presentation of CEQA findings to the City Council at one (1) council meeting. The presentation will be attended by the Parsons Project Manager and an environmental team representative.

Deliverables (Subtask 2.5):

- **Presentation Materials**
- **Resolution and Findings for Adoption of MND**

New Task 3. Provide State Revolving Fund (SRF) Application Assistance

Parsons will assist the City in securing an SRF loan for the new structure 5 mgd MBR system project. This effort typically involves reviewing the SRF Financial Assistance Application Checklist to identify primary areas of responsibility between Parsons and the City; assisting the City with loan application compilation and submittal; and preparing responses to comments on the loan application. Specific subtasks are detailed in the following paragraphs.

Subtask 3.1. Review SRF Financial Assistance Application Checklist

Parsons will review the SRF Financial Assistance Application Checklist with the City, which is found in Appendix L of the Policy for Implementing the CWSRF for Construction of Wastewater Treatment Facilities (a sample checklist is shown on the following page). Parsons and the City will identify the primary areas of responsibility for completing the checklist items. Parsons minimum primary areas of responsibility will be as follows:

Parsons

- 1 Project Description
- 2A Estimated Annual Disbursement Schedule (except SCWG)
- 5 Project Report and/or Facilities Planning Document
- 6 Environmental Documents
- 8 Project Schedule
- 9 Regional Board Requirements (Waste Discharge Requirements)

Modified SRF Financial Assistance Application Checklist (Including Minimum Assignments of Parsons)

| Attach. No. | Title of Attachment | Application Reference | Assignments |
|---|---|-----------------------|-------------|
| 1 | Project Description | Section II.1 | Parsons |
| 2A | Estimated Annual Disbursement Schedule (Except SCWG) | Section II.7 | Parsons |
| 2B | Sources of Funds for Capital Costs (if needed) | Section II.7 | |
| 3 | Legal Authority | Section III.1 | |
| 4A | Application and Authorization Resolution | Section III.2 | |
| 4B | Water Rights determination from the Division of Water Rights | Section III.3 | |
| 5 | Project Report and/or Facilities Planning Document | Section III.4 | Parsons |
| 6 | Environmental Documents | Section III.5 | Parsons |
| 7 | Credit Review Package | Section III.6 | |
| 8 | Project Schedule | Section III.7 | Parsons |
| 9 | Regional Board Requirements (Waste Discharge Requirements) | Section III.8 | Parsons |
| 10 | Applicant's Authority on Property Access to Construct Project | Section III.9 | |
| 11A | Real Property Acquisition | Section III.10 | |
| 11B | Agreements with Other Parties | Section III.11 | |
| 11C | Tax Questionnaire (except SCWG) | Section III.12 | |
| 12 | Water Conservation Plan (except SCWG) | Section III.13 | |
| 13 | Urban Water Management Plan (if required) | Section III.14 | |
| CWSRF Program only (include, in addition to the items 1 - 13 above, the following documents) | | | |
| 14 | Dedicated Source of Revenue (loans only, not required for grants) | Section IV.A.1 | |
| 15 | Certification of Compliance With Federal Laws and Authorities | Section IV.A.2 | |
| 16 | Reimbursement Resolution | Section IV.A.3 | |
| 17 | General Plan Certification | Section IV.A.4 | |
| 18 | Schedule of System Obligations (SSO) Package | Section IV.A.5 | |
| WRFP only (include, in addition to the items 1 - 13 above, the following documents) | | | |
| 19 | Recycled Water User Assurances | Section IV.B.3 | |

Subtask 3.2. Assist with Loan Application Compilation and Submittal

This project component primarily involves review of all loan application requirements with City staff to ensure proper coordination between Parsons and the City and to verify that application schedule deadlines are being met. Parsons will review all City supplemental draft documentation as it is developed. The purpose of this review is to ensure consistency and integrity of data among all the supplemental documentation and consistent application of methodology in the analysis. Parsons will also review the completed loan application package for the City prior to submittal to the SWRCB.

Subtask 3.3. Prepare Responses to Comments on Loan Application

This final component involves follow up items necessary to expedite the loan approval process so that the City can obtain timely commitment of funds. Specific subtasks include the following:

- Provide both informal verbal and formal written responses to all comments and questions raised by the SRF loan program staff.
- Furnish a copy of all informal and formal responses which require the City's input.
- Communicate regularly with the SRF loan program staff and apprise the City of the status of the loan application.

New Task 4. Prepare Preselection Bid Document for Ultraviolet (UV) Disinfection Equipment

Parsons will assist the City in preparation and evaluation of a preselection bid document for the UV disinfection equipment. This effort typically involved preparing the equipment procurement documents and assisting with the evaluation of proposals. Specific subtasks are detailed in the following paragraphs.

Subtask 4.1. Prepare Equipment Procurement Documents

Parsons will prepare a bid document for preselection of the most viable UV disinfection equipment considering the various manufacturers of low-pressure, high-intensity closed pipe configurations that have been approved by the CDPH. Steps to be taken to prepare the equipment procurement documents (bid packages) to select a manufacturer include:

- Recommending criteria for manufacturers to be included in the preselection process.
- Developing a list of manufactures that comply with the requirements for the project.
- Coordinating with the City's staff and system manufacturers to develop and advertise the bidding documents.

The bidding documents will generally consist of the following:

- General information for the bidders, including the City's procurement requirements and a list of project milestones and associated dates.
- Bid proposal requirements and format.
- Bid forms.
- Design parameters, equipment technical requirements (including controls, cleaning systems, etc.)
- Evaluation criteria to be used for determining the preferred provider.

Subtask 4.2. Assist with Evaluation of Proposals

Parsons will assist the City in the evaluation of the technical portions of the bid offers received. Following the technical evaluation of the bid offers Parsons will provide a written recommendation on the bids for the UV disinfection equipment for consideration by the City.

Exhibit 2

SCHEDULE OF FEES AND EXPENSES
First Amendment to Consultant Services Agreement
between City of Fresno ("City") and Parsons Water and Infrastructure, Inc. ("Parsons")
Tertiary Treatment and Disinfection Facility
PROJECT TITLE

A. SCHEDULE OF HOURLY BILLING RATES – PROFESSIONAL SERVICES

| <u>Employee Classification</u> | <u>Hourly Billing Rate (1)</u> |
|---|--------------------------------|
| A. Principal in Charge/Technical Review Committee | \$230.00 to \$245.00 |
| B. Project Manager | \$210.00 |
| C. Project Engineer | \$180.00 |
| D. Supervising/Senior Engineer | \$160.00 to \$180.00 |
| E. Process/Design Engineer | \$110.00 to \$140.00 |
| F. Senior Designer | \$110.00 to \$125.00 |
| G. Designer/Staff Engineer | \$105.00 to \$115.00 |
| H. Scheduler/Cost Estimator/Project Control | \$155.00 to \$175.00 |
| I. Administrative Support Staff/Word Processing | \$70.00 to \$80.00 |

Note (1): Hourly billing rates cover salary costs, employee benefits, overhead, and profit.

B. SCHEDULE OF EXPENSES – SUBCONSULTANTS AND OTHER DIRECT COSTS

| <u>Category</u> | <u>Billing Rate</u> |
|----------------------------------|---------------------|
| Subconsultants | At Cost Plus 5% |
| Automobile | \$0.50/mile (2) |
| Travel and Subsistence | At Cost |
| Postage, Express Mail, Telephone | At Cost |

Note (2): Cost per mile is adjusted annually based on rate allowed by Internal Revenue Service.