

## ITEM 4.9

### **CITY MANAGER'S REPORT JULY 10, 2023 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC., FOR MONITORING WELL NETWORK ABANDONMENT FOR CIP RW 24-16 RECYCLED WATER SYSTEM DECOMMISSIONING AND BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution Approving a Professional Services Agreement with EKI Environment & Water, Inc., for Monitoring Well Network Abandonment for CIP RW 24-16 Recycled Water System Decommissioning and Budget Amendment**

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#### **SUMMARY:**

At their June 2023 board meeting, the Central Valley Regional Water Quality Control Board (CVRWQCB) approved rescission of the Waste Discharge Requirements (WDRs) and amendment to the National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent from the Consolidated Treatment Facility (CTF) to the San Joaquin River. Previously, the CVRWQCB issued a letter dated March 27, 2023, that provided conditional approval of a technical memorandum submitted by the City for the closure activities associated with WDR rescission, which designated the City as the responsible party for the proper abandonment of 67 monitoring wells associated with the WDR monitoring well network.

At the request of staff, EKI Environment & Water, Inc. (EKI) provided a proposal for professional services to assist the City with the monitoring well abandonment. EKI is uniquely qualified to provide these services based on approximately twenty years of experience assisting the City with groundwater monitoring and reporting for the CTF and former Crossroads WDRs. Approval of the proposed Professional Services Agreement (PSA) with EKI in the amount of \$487,000 is requested to assist the City with the monitoring well network abandonment.

The City has insufficient funds for these costs under CIP RW 24-16 Recycled Water System Decommissioning in the approved budget for Fiscal Years 2023-2024 and 2024-2025. Additional funds in the amount of \$100,000 is requested as a contingency for the monitoring well removal, and to cover additional costs associated with the recycled water system decommissioning. Staff is requesting that Council approve a budget amendment allocating \$455,500 from the CTF Fund 6110 for the City's cost share and approve a revenue adjustment increase of \$131,500 to recognize the revenue received from the responsible parties.

**CITY MANAGER’S REPORT** **PAGE 2**  
**JULY 10, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE PSA WITH EKI ENVIRONMENT & WATER, INC., FOR MONITORING**  
**WELL NETWORK ABANDONMENT FOR CIP RW 24-16 RECYCLED WATER**  
**SYSTEM DECOMMISSIONING AND BUDGET AMENDMENT**

**BACKGROUND:**

At the June 2023 CVRWQB board meeting, the CVRWQB approved rescission of the WDRs and an amendment to the NPDES permit to discharge effluent from the CTF to the San Joaquin River. Previously the CVRWQCB had issued a letter on March 27, 2023, that provided conditional approval of a technical memorandum submitted by the City on the closure activities associated with WDR rescission, which designated the City as the responsible party for the proper abandonment of 67 monitoring wells associated with WDRs monitoring well network. Of the 67 wells, 34 wells are currently located on private property and 33 wells are currently located on City-owned land. In some instances, the developer of the parcel in which the well is located has been named as the responsible party to fund the cost of well abandonment.

At the request of staff, EKI Environment & Water, Inc., (EKI) provided a proposal for professional services for assisting the City with the monitoring well abandonment. EKI’s scope and fee proposal includes a breakdown of costs for wells associated with the City and developer funding sources as follows:

<b>Funding Source</b>	<b>Cost Estimate</b>
City	\$355,500
Richland	\$27,700
River Islands/Califia	\$73,400
Saybrook	\$11,500
Scannell Properties #478, LLC	\$18,900
<b>TOTAL:</b>	<b>\$487,000</b>

Staff requests City Council approve a PSA with EKI to assist the City with abandonment of 67 monitoring wells associated with the CTF WDRs. In addition, staff requests approval of additional budget in the amount of \$100,000 to provide a contingency for the monitoring well abandonment, and to cover additional costs associated with the recycled water decommissioning such as ordering title reports, preparation of grant deeds, easements and filing fees.

**REASON FOR RECOMMENDATION:**

EKI is uniquely qualified to provide these services based on approximately twenty years of experience assisting the City with groundwater monitoring services associated with the CTF and former Crossroads WDRs.

The professional services to be provided by EKI under this proposed agreement will meet the regulatory requirements for proper removal of the monitoring well network pursuant to the conditionally approved closure plan associated with the WDRs rescission. Removal of these monitoring wells under will help expedite returning lands back to developers that have a right of reverter for parcels with ponds and sprayfields that are planned to be decommissioned.

**JULY 10, 2023 CITY COUNCIL REGULAR MEETING**

**APPROVE PSA WITH EKI ENVIRONMENT & WATER, INC., FOR MONITORING WELL NETWORK ABANDONMENT FOR CIP RW 24-16 RECYCLED WATER SYSTEM DECOMMISSIONING AND BUDGET AMENDMENT**

**FISCAL IMPACT:**

The total estimated time and materials cost of the proposed PSA with EKI to assist the City with the monitoring well network abandonment is \$487,000. The City has requested \$131,500 funding authorization from all responsible parties, and budgeted \$250,000 under CIP RW 24-16 Recycled Water System Decommissioning in the fiscal year 2023-2024 approved budget. However, this amount is insufficient to cover the City’s cost share for monitoring well removal and other anticipated costs. Additional funds in the amount of \$100,000 is requested to provide a contingency for monitoring well removal, and additional costs associated with the recycled water system decommissioning. Staff is also requesting that Council approve a budget amendment allocating \$205,500 from the CTF Fund 6110 for the City’s cost share and approve a revenue adjustment increase of \$131,500 to recognize the revenue received from the responsible parties as follows:

Increase Revenue		
2710-80-00-372-0100		\$131,500
Increase Transfer Out		
2710-99-00-990-9010		\$131,500
6110-99-00-990-9010		\$205,500
Increase Transfer In		
6091-99-00-393-00-00	CIP RW 24-16	\$337,000
Increase Appropriation		
6091-80-00-420-86-00	CIP RW 24-16	\$337,000


**ATTACHMENTS:**

- A. Adopt Resolution Approving a Professional Services Agreement with EKI Environment & Water, Inc., for Monitoring Well Network Abandonment for CIP RW 24-16 Recycled Water System Decommissioning and Budget Amendment
- B. Professional Services Agreement with EKI Environment & Water, Inc., for Monitoring Well Network Abandonment for CIP RW 24-16 Recycled Water System Decommissioning

JULY 10, 2023 CITY COUNCIL REGULAR MEETING

APPROVE PSA WITH EKI ENVIRONMENT & WATER, INC., FOR MONITORING WELL NETWORK ABANDONMENT FOR CIP RW 24-16 RECYCLED WATER SYSTEM DECOMMISSIONING AND BUDGET AMENDMENT

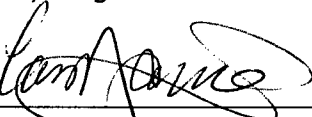
APPROVALS:

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

06/20/2023  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

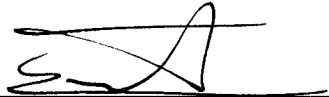
6/20/2023  
Date

  
\_\_\_\_\_  
Carl James  
Finance Director


6/26/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

6/28/2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

6.21.2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

7.5.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC., FOR MONITORING WELL NETWORK ABANDONMENT FOR CIP RW 24-16 RECYCLED WATER SYSTEM DECOMMISSIONING AND BUDGET AMENDMENT**

**WHEREAS**, the Lathrop Consolidated Treatment Facility (LCTF) provides sewer treatment capacity for the Crossroads, Mossdale, River Islands, South Lathrop Specific Plan, Gateway Specific Plan and Central Lathrop Specific Plan development areas; and

**WHEREAS**, at their June 2023 board meeting, the Central Valley Regional Water Quality Control Board (CVRWQCB) approved rescission of the Waste Discharge Requirements (WDRs) and amendment to the National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent from the Consolidated Treatment Facility (CTF) to the San Joaquin River; and

**WHEREAS**, the CVRWQCB issued a letter dated March 27, 2023, that provided conditional approval of a technical memorandum submitted by the City for the closure activities associated with WDR rescission, which designated the City as the responsible party for the proper abandonment of 67 monitoring wells associated with the WDR monitoring well network; and

**WHEREAS**, of the 67 wells to be abandoned, 34 wells are currently located on private property and 33 wells are currently located on City-owned land, and in some instances, the developer of the parcel in which the well is located has been named as the responsible party to fund the cost of well abandonment; and

**WHEREAS**, EKI is uniquely qualified to provide these services based on approximately twenty years of experience assisting the City with groundwater monitoring and reporting for the CTF and former Crossroads WDRs; and

**WHEREAS**, at the request of staff, EKI Environment & Water, Inc. (EKI) provided a proposal for professional services for assisting the City with the monitoring well abandonment; and

**WHEREAS**, EKI's scope and fee proposal includes a breakdown of costs for wells associated with the City and developer funding sources as follows:

<b>Funding Source</b>	<b>Cost Estimate</b>
City	\$355,500
Richland	\$27,700
River Islands/Califia	\$73,400
Saybrook	\$11,500
Scannel Properties #478, LLC	\$18,900
<b>TOTAL:</b>	<b>\$487,000</b>

; and

**WHEREAS**, the professional services by EKI under this agreement will assist the City meet the regulatory requirements for proper removal of the monitoring well network pursuant to the conditionally approved closure plan associated with the WDRs rescission; and

**WHEREAS**, the total estimated time and materials cost of the PSA with EKI to assist the City with the monitoring well network abandonment is \$487,000; and

**WHEREAS**, in addition, staff requests approval of additional budget in the amount of \$100,000 to provide a contingency for the monitoring well abandonment, and to cover additional costs associated with the recycled water decommissioning and such as ordering title reports, preparation of grant deeds, easements and filing fees; and

**WHEREAS**, the City has requested \$131,500 funding authorization from all responsible parties, and budgeted \$250,000 under CIP RW 24-16 Recycled Water System Decommissioning in the fiscal years 2023-2024 approved budget; and

**WHEREAS**, insufficient funds have been budgeted to cover other the City's cost share for the monitoring well removal and other anticipated project costs for the recycled water system decommissioning; and

**WHEREAS**, Staff is requesting that Council approve a budget amendment allocating \$205,500 from the CTF Fund 6110 for the City's cost share for the monitoring well removal and additional costs associated with the recycled water system decommissioning and approve a revenue adjustment increase of \$131,500 to recognize the revenue received from the responsible parties.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve a professional services agreement with EKI Environment & Water, Inc., to assist the City with monitoring well network abandonment for a time and materials cost not to exceed \$487,000, for CIP RW 24-16 Recycled Water System Decommissioning; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve the following budget amendment allocating \$205,500 from the CTF Fund 6110 for the City's cost share of \$355,000 for the monitoring well removal and \$100,000 for additional costs associated with the recycled water system decommissioning and approves a revenue adjustment increase of \$131,500 to recognize the revenue received from the responsible parties as follows:

Increase Revenue	
2710-80-00-372-0100	\$131,500
Increase Transfer Out	
2710-99-00-990-9010	\$131,500

6110-99-00-990-9010		\$205,500
Increase Transfer In 6091-99-00-393-00-00	CIP RW 24-16	\$337,000
Increase Appropriation 6091-80-00-420-86-00	CIP RW 24-16	\$337,000

The foregoing resolution was passed and adopted this 10<sup>th</sup> day of July 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

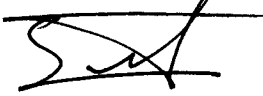
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



**CITY OF LATHROP**

**AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES  
WITH EKI ENVIRONMENT & WATER, INC.**

**TO PROVIDE MONITORING WELL NETWORK ABANDONMENT FOR RECYCLED  
WATER SYSTEM DECOMMISSIONING CIP RW 24-16**

**THIS AGREEMENT**, dated for convenience this **10th day of July 2023**, is by and between **EKI Environment & Water, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services, which are required by this agreement; and

**WHEREAS**, CITY selected the CONSULTANT pursuant to said qualifications; and

**WHEREAS**, CONSULTANT is willing to render such Professional Engineering Consulting Services, as hereinafter defined, on the following terms and conditions;

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT dated May 31, 2023, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances and to CITY'S reasonable satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

**(2) Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$487,000** for the Professional Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

**(3) Effective Date and Term**

The effective date of this Agreement is **July 10, 2023** and it shall terminate no later than **June 30, 2024**.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's reasonable satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings**

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

**(7) Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of inspecting and copying such books, records, accounts, and other

material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

**(8) Assignment of Personnel**

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Christina Lucero, Hydrogeologist** CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

**(9) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

**(10) Insurance**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided,

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.  
PROFESSIONAL ENGINEERING CONSULTING SERVICES TO PROVIDE MONITORING WELL  
NETWORK ABANDONMENT FOR RECYCLED WATER DECOMMISSIONING CIP RW 24-16

shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.  
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least thirty days prior to such change.

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' negligent errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
  1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of three years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
  4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations,

claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

**(11) Indemnification - CONSULTANT'S Responsibility**

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers or any third parties for whom CONSULTANT is not legally liable. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2782.8 of the California Civil Code. Notwithstanding anything to the contrary in the Agreement, the CONSULTANT shall have no duty to hire counsel to defend the CITY, but at the time of any settlement or adjudication of a matter the CONSULTANT shall pay as damaged to CITY all reasonable attorney's fees and costs incurred by CITY to extent caused by the willful misconduct of negligent acts or omissions of CONSULTANT, its employees, subcontractors,

or agents Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(12) Licenses**

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**(13) Business Licenses**

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

**(14) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services and payment of all amounts owed to CONSULTANT under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

**(15) Funding**

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

**(16) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:                      City of Lathrop  
   City Clerk  
   390 Towne Centre  
   Lathrop, CA 95330

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.  
PROFESSIONAL ENGINEERING CONSULTING SERVICES TO PROVIDE MONITORING WELL  
NETWORK ABANDONMENT FOR RECYCLED WATER DECOMMISSIONING CIP RW 24-16

Copy to: City of Lathrop  
Department of Public Works  
390 Towne Centre  
Lathrop, CA 95330  
MAIN: (209) 941-7430  
FAX: (209) 941-7449

To Consultant: EKI Environment & Water, Inc.  
2001 Junipero Serra Blvd  
Davis, CA 94014  
Phone: (650) 292-9100

**(17) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.



CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.  
PROFESSIONAL ENGINEERING CONSULTING SERVICES TO PROVIDE MONITORING WELL  
NETWORK ABANDONMENT FOR RECYCLED WATER DECOMMISSIONING CIP RW 24-16

- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall upon payment to CONSULTANT of all amounts owed under this Agreement be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (r) Except as may be specifically allowed under this Agreement, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CITY or CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of CITY.

- (s) In the event of any dispute between the parties arising under this Agreement, the parties shall first endeavor to settle such disputes through mediation. The parties shall bear their own attorney's fees and costs but shall share equally in the cost of the mediator. If the parties are unable to settle the dispute through mediation, the dispute shall be settled by recourse to litigation.

**(18) Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.


**(19) Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.  
PROFESSIONAL ENGINEERING CONSULTING SERVICES TO PROVIDE MONITORING WELL  
NETWORK ABANDONMENT FOR RECYCLED WATER DECOMMISSIONING CIP RW 24-16

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete 6-26-2023  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

\_\_\_\_\_  
Michael King Date

Approved by:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen J. Salvatore Date  
City Manager

Consultant:

EKI Environment & Water, Inc.  
2827 Spafford Street  
Davis, CA 95618

Fed ID # \_94-3087395  
Business License # **20137**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

31 May 2023

Greg Gibson  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Subject: Scope of Work and Budget - Monitoring Well Network Abandonment  
City of Lathrop  
(EKI C3-130)

Dear Mr. Gibson:

EKI Environment & Water, Inc. (EKI) is pleased to present this scope of work (SOW) and budget for assisting the City of Lathrop (City) with abandonment of 67 monitoring wells associated with the City's Consolidated Treatment Facility (CTF) Waste Discharge Requirements (WDR) Order No. R5-2018-023. As the City has acquired a National Pollutant Discharge Elimination System (NPDES) permit [R5-2022-0004 (CA0085359)]<sup>1</sup> from the Central Valley Regional Water Quality Control Board (RWQCB) to discharge effluent from the CTF to the San Joaquin River instead of land application areas covered under the WDR, the monitoring wells are no longer required. Conditional approval for closure of various CTF site features was granted in a March 2023 rescission letter from the RWQCB (Rescission Letter). The RWQCB plans to rescind the CTF WDR during the RWQCB's June 2023 Board Meeting.<sup>2</sup>

## BACKGROUND

As shown in **Figure 1**, there are 67 existing wells associated with compliance monitoring in the Monitoring and Reporting Program Order No. R5-2016-0028-03 (MRP) that the City intends to abandon (only wells MWM-24 and MWR-25 will remain in place and used for Sustainable Groundwater Management Act [SGMA] compliance monitoring). As the City will cease all future effluent land disposal operations and will use recycled water only for beneficial uses regulated under the Recycled Water General Order WQ 2016-0068-DDW (General Order), the monitoring well network is no longer needed.

Of the 67 wells, 34 wells are currently located on private property and 33 wells are currently located on City-owned land (see **Table 1**). In some instances, the developer of the parcel in which the well is located has been named responsible to fund the cost of well abandonment (see **Table 1**, "Funding Source"). The City is responsible for all monitoring well abandonment<sup>3</sup> in accordance with California Department of Water Resources (DWR) standards for the destruction of groundwater wells.<sup>4</sup> The City will work with the

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<sup>1</sup> Adopted 17 February 2022.

<sup>2</sup> Personal communication, Greg Gibson, City of Lathrop, 7 April 2023.

<sup>3</sup> Central Valley Regional Water Quality Control Board, Conditional Approval of Closure Activities, City of Lathrop, Consolidated Treatment Facility, San Joaquin County, dated 27 March 2023.

<sup>4</sup> California Well Standards Bulletin 74-90 (June 1991) and Water Well Standards: State of California Bulletin 74-81 (December 1981).

landowners to gain access to properly abandon the wells. In the event of non-responsive private property owners, the City will notify the RWQCB and San Joaquin County (SJC) and work with SJC Environmental Health Department (EHD) and the RWQCB for follow-up and/or enforcement actions.

The abandonments of the monitoring wells must be conducted in accordance with the 2016 Monitoring Well Abandonment Workplan dated 25 January 2016 (“Workplan”), which was conditionally approved by the RWQCB on 10 May 2016. Furthermore, based on historical and current land use and groundwater monitoring data, no hazardous constituents are expected at the drilling locations. As such, equipment decontamination procedures and the general health and safety plan outlined in the 2016 Monitoring Well Abandonment Workplan will be followed.

Prior to well abandonment, the City will file applicable well abandonment permits with the SJC EHD. Following well abandonment, the City will file well destruction reports with the DWR.

## SCOPE OF WORK

The Scope of Work provided below separates the monitoring network abandonment into five tasks and assumes a total of four well abandonment mobilizations. Exact counts and timing of the well abandonment work will depend upon landowner responses. If more than four mobilizations are required, the level of effort and cost to complete the work will increase. **Table 1** provides well-specific details and assumptions and **Figure 1** shows well locations. Additionally, the following assumptions are applicable for all five tasks:

- Costs associated with the C-57 licensed driller include prevailing wage rates.
- The budget estimate assumes abandonment work will be conducted in a continuous fashion requiring a total of four mobilizations and demobilizations (two for each abandonment method). Pressure grout abandonment work is anticipated to take a total of 18 days and includes the C-57 licensed driller crew and EKI oversight on all 18 days. Overdrilling abandonment work is anticipated to take five days and includes the C-57 licensed driller crew and EKI oversight on all five days.
- Driller costs assume all locations are truck accessible.
- The City will require EKI on-site for construction oversight during well abandonments and surface completion work, as applicable. For cost estimating purposes, EKI has assumed 9-hour workdays.
- EKI will provide the City with electronic copies of the DWR well completion reports.
- If the schedule is delayed due to unforeseen circumstances out of EKI’s control, additional budget may be required.
- Additional budget may be required if site conditions differ significantly than the budget estimate assumes, based on the November 2022 well survey, or access is hindered due to inclement weather.

### Task 1 – City Funded Well Abandonment

Under Task 1, EKI will plan and oversee abandonment of the 43 wells located on City and private property (see **Table 1**).

### Subtask 1.1 – Private Property Owner Coordination

EKI will coordinate with private property owners to obtain access for well abandonment. As shown on **Table 1**, there are seven known, three unknown, and one assumed but unconfirmed property owner. Under Subtask 1.1, EKI will prepare notifications for a maximum of 12 private property owners<sup>5</sup> of the requirement to allow City access to properly abandon fourteen (14) monitoring well(s). Where current ownership has changed or is otherwise unknown, EKI will attempt to determine landowner information from Assessor Parcel Number (APN) information based on publicly available data from the County and/or other readily available methods. Notification letters will provide EKI/City contact information that includes a phone number and email address to submit questions. To ensure delivery, EKI will send the notification letters via email and/or accountable mail in which delivery requires a signature and/or read receipt.

Three wells currently do not have signed access agreements in place with the existing property owner, and two wells are assumed to have the same property owner as the access agreement on file, however access has not been coordinated since 2018. EKI will coordinate and attempt to secure access agreements for a maximum of five wells including the three wells without current access agreements.

#### *Assumptions*

- EKI will provide draft notification materials for City review. Comments from the City will be addressed by EKI and the notification materials finalized for transmittal to property owners.
- In the event that EKI cannot determine ownership, or the notification letter cannot be delivered, EKI will work with the City to identify appropriate next steps.

#### *Deliverables*

- Well abandonment notification materials for private property owners [up to 12 letters for 14 wells].
- Access agreements for up to five wells.

### Subtask 1.2 - Preparation, Permitting, and Contracts

Under Subtask 1.2, EKI will complete the necessary preparations, permitting, and contracting for the abandonment of the 43 monitoring wells. This subtask includes:

- Project management such as coordination, subcontracting, planning, and communication between the City, licensed driller, and traffic control specialists.
- Update Site Health and Safety Plan.
- Direct B.A.T.S. Traffic Solutions to obtain encroachment permits from the City of Lathrop, as needed, for up to 19 wells located within or adjacent to the street right-of-way or within public parks (see **Table 1**).

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<sup>5</sup> Property owners that are unknown or uncertain have conservatively been counted as individual private property owners.

- Develop traffic control plans for up to 16 wells located within or adjacent to the street right-of-way (see **Table 1**).
- Obtain 43 monitoring well destruction permits from the SJC EHD.
- Coordinate with a California-certified analytical laboratory regarding analytical needs, turnaround times, courier scheduling, and sample containers, as appropriate.

#### *Assumptions*

- Each encroachment permit will require five hours of B.A.T.S. Traffic Solutions time to prepare, and the City's \$120 encroachment permit fee.
- Permits and traffic control plans for all wells will be developed and obtained simultaneously.
- Monitoring wells MWM-5, MWM-15, MWM-17 will require an encroachment permit but not a traffic control plan.
- Other wells located on City property that are not within or adjacent to the street right-of-way or within public parks, (see **Table 1**) will not require an encroachment permit.

#### *Deliverables*

- Up to 19 Encroachment permits
- Up to 16 Traffic Control plans
- Updated Site Health & Safety Plan
- 43 Well destruction permits

#### Subtask 1.3 – Mobilization and Well Abandonment

EKI will coordinate with Confluence to mobilize to the site, set up, and oversee well abandonment. Specifically, under Subtask 1.3 EKI will:

- Mark 43 wells for Underground Services Alert (USA) and submit tickets at least 72 hours but no more than two weeks prior to destruction activities. Simultaneously post no parking signs for up to 19 wells located within or adjacent to the street right-of-way.
- Schedule well destruction inspections with the SJC EHD and direct driller to perform all sealing operations in the presence of the County inspector, unless directed otherwise by the County.
- Direct B.A.T.S. Traffic Solutions to coordinate and conduct traffic control for up to 16 wells located within or adjacent to the street right-of-way in accordance with the traffic control plans developed under Subtask 2.1.
- Oversee well abandonment by a C-57 licensed driller via pressure grouting (38 wells) or over-drilling (5 wells), see **Table 1** for details, using methods as described in the approved Workplan.
- For 10 wells located in the street or paved parking lot and one well located in the sidewalk, direct contractor to apply hot asphalt patch and concrete patch, respectively, in accordance with Encroachment Permit.
- Sampling and laboratory analysis of generated wastes for disposal, when appropriate.

### *Assumptions*

- The City will be responsible for towing vehicles that interfere with well abandonment.
- Traffic control is dependent upon the site-specific traffic control plans to be developed under Subtask 1.2, and therefore the budget assumes a two-person crew with two trucks for required traffic control (during both abandonment and surface completion) and three weeks of traffic control rental items.
- The City will be responsible for removal and repair of all fencing that interfere with well abandonment activities.
- To the extent possible, soil cuttings and groundwater produced during drilling and grouting operations will be spread at the site. Where spreading is not feasible (e.g., city street), the materials will be transported to a location as directed by the City for spreading. Should it be necessary, the budget accommodates the possible need to drum, test, and haul soil cuttings and groundwater for disposal at an approved landfill. The budget assumes one composite sample per mobilization will be collected (total of two samples), analyzed for the standard suite of constituents required for landfill disposal<sup>6</sup>, and the materials will clear all applicable standards for non-hazardous waste disposal. If the composite sample exceeds either California Soluble Threshold Limit Concentration (STLC) or Federal Toxicity Characteristic Leaching Procedure (TCLP) limits for hazardous waste characterization, there will be additional costs associated with disposal not included herein.
- Two separate mobilizations will be required to apply the hot asphalt and concrete patch work. Surface completion work is anticipated to take a total of five days, and includes the construction crew, traffic control, and EKI oversight on all five days. Surface completion will occur within 48-hours of well abandonment completion.
- 32 wells will have a dirt surface completion, 10 wells will have a hot asphalt patch surface completion, and one well will have a concrete patch surface completion. Asphalt patches will be no larger than 3' x 3' and up to 6" thick, with no roller or grind back needed. The concrete patch will be up to 6' x 6' and up to 6" thick with no curb or gutter work required.
- This scope of work and budget does not include replacement of landscape in City parks, medians, etc. that are removed or damaged to access the wells for abandonment.
- Monitoring well MW-5 is located adjacent to privately-owned railroad tracks and will not require coordination with Union Pacific Railroad.

### Subtask 1.4 – Documentation

Under Subtask 1.4, EKI will prepare and submit 43 DWR well destruction reports to DWR and prepare a Groundwater Monitoring Well Abandonment Report for submittal to the RWQCB. This report will document the well abandonment activities, discuss any deviations from the approved Workplan, and include copies of the DWR well destruction reports.

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<sup>6</sup> Total Petroleum Hydrocarbons (TPH) – Gasoline, TPH-Diesel, TPH-Motor Oil, Volatile Organic Compounds (VOCs), Polychlorinated biphenyl (PCBs), and CAM-17 Metals (Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cobalt, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, and Zinc).



*Deliverables*

- 43 DWR Well Destruction Reports
- Groundwater Monitoring Well Abandonment Report (Draft and Final)

*Assumptions*

- The Draft Groundwater Monitoring Well Abandonment Report provided to the City will require limited revisions to finalize. The City will submit the Final Groundwater Monitoring Well Abandonment Report to the RWQCB.

Subtask 1.5 – As-needed City Support

Subtask 1.5 includes as-needed support requested by the City. Work will be conducted on a time and materials basis in close coordination with the City. Based on EKI's current understanding these as-needed tasks could include:

- Coordinating with regulatory entities (i.e. the RWQCB, SJC EHD), as needed.
- Coordinating a courier to hand-deliver materials to private property owners, as needed.
- In the event of a non-responsive private property owner and pursuant to the Recission Letter, EKI will assist the City with development of follow-up and/or enforcement plans in conjunction with the RWQCB and SJC EHD.

*Assumptions*

- EKI assumes a total of 28 hours will be needed to complete the follow-up and/or enforcement plans for non-responsive landowners.

**Task 2 – Richland Funded Well Abandonment**

Under Task 2, EKI will plan and oversee abandonment of the four wells associated with the PB-1 percolation basin.

Subtask 2.1 – Preparation, Permitting, and Contracts

Under Subtask 2.1, EKI will complete the necessary preparations, permitting, and contracting for the abandonment of the monitoring wells. This subtask includes:

- Project management such as coordination, subcontracting, planning, and communication between the City, licensed driller, and traffic control specialists.
- Update Site Health and Safety Plan.
- Direct B.A.T.S. Traffic Solutions to obtain encroachment permits from the City of Lathrop, as needed, for one well located adjacent to the street right-of-way (KMW-9, see **Table 1**).
- Develop traffic control plans for one well located adjacent to the street right-of-way (KMW-9, see **Table 1**).
- Obtain four monitoring well destruction permits from the SJC EHD.

- Coordinate with a California-certified analytical laboratory regarding analytical needs, turnaround times, courier scheduling, and sample containers, as appropriate.

#### *Assumptions*

- Each encroachment permit will require five hours of B.A.T.S. Traffic Solutions time to prepare, and the City's \$120 encroachment permit fee.
- Permits and traffic control plans for all wells will be developed and obtained simultaneously.

#### *Deliverables*

- One Encroachment permit
- One Traffic Control plan
- Updated Site Health & Safety Plan
- Four Well destruction permits

#### Subtask 2.2 – Mobilization and Well Abandonment

EKI will coordinate with Confluence to mobilize to the site, set up, and oversee well abandonment. Specifically, under Subtask 2.2 EKI will:

- Mark four wells for Underground Services Alert (USA) and submit tickets at least 72 hours but no more than two weeks prior to destruction activities. Simultaneously post no parking signs for the one well located within or adjacent to the street right-of-way (KMW-9).
- Schedule well destruction inspections with the SJC EHD and direct driller to perform all sealing operations in the presence of the County inspector, unless directed otherwise by the County.
- Direct B.A.T.S. Traffic Solutions to coordinate and conduct traffic control for the one well located within or adjacent to the street right-of-way in accordance with the traffic control plan developed under Subtask 2.1.
- Oversee well abandonment by a C-57 licensed driller via pressure grouting (3 wells) or over-drilling (1 well), see **Table 1** for details, using methods as described in the approved Workplan.
- For the one well located in the street, direct contractor to apply hot asphalt patch in accordance with Encroachment Permit.
- Sampling and laboratory analysis of generated wastes for disposal, when appropriate.

#### *Assumptions*

- The City will be responsible for towing vehicles should they interfere with well abandonment.
- Traffic control is dependent upon the site-specific traffic control plans to be developed under Subtask 2.1, and therefore the budget assumes a two-person crew with two trucks for required traffic control (during both abandonment and surface completion) and one week of traffic control rental items.
- The City will be responsible for removal and repair of all fencing that interferes with well abandonment.

- To the extent possible, soil cuttings and groundwater produced during drilling and grouting operations will be spread at the site. Where spreading is not feasible (e.g., city street), the materials will be transported to a location as directed by the City for spreading. Should it be necessary, the budget accommodates the possible need to drum, test, and haul soil cuttings and groundwater for disposal at an approved landfill. The budget assumes one composite sample per mobilization will be collected (total of two samples), analyzed for the standard suite of constituents required for landfill disposal, and the materials will clear all applicable standards for non-hazardous waste disposal. If the composite sample exceeds either California Soluble Threshold Limit Concentration (STLC) or Federal Toxicity Characteristic Leaching Procedure (TCLP) limits for hazardous waste characterization, there will be additional costs associated with disposal not included herein.
- A separate mobilization will be required to apply the hot asphalt patch work. Surface completion work is anticipated to take one day, and includes the construction crew, traffic control, and EKI oversight. Surface completion will occur within 48-hours of well abandonment completion.
- Three wells will have a dirt surface completion and one well will have a hot asphalt patch surface completion. Asphalt patches will be no larger than 3' x 3' and up to 6" thick, with no roller or grind back needed.

#### Subtask 2.3 – Documentation

Under Subtask 2.3, EKI will prepare and submit four DWR well destruction reports to DWR and prepare documentation for inclusion into the Groundwater Monitoring Well Abandonment Report for submittal to the RWQCB. This report will document the well abandonment activities, discuss any deviations from the approved Workplan, and include copies of the DWR well destruction reports.

#### *Deliverables*

- Four DWR Well Destruction Reports
- Relevant sections of the Groundwater Monitoring Well Abandonment Report

#### **Task 3 – River Islands/Califia Funded Well Abandonment**

Under Task 3, EKI will plan and oversee abandonment of the 14 wells<sup>7</sup> located on River Islands.

#### Subtask 3.1 – Private Property Owner Coordination

Under Subtask 3.1, EKI will prepare a notification of the requirement to allow City access to properly abandon the monitoring wells. To ensure delivery, EKI will send the notification letter via email and/or accountable mail in which delivery requires a signature and/or read receipt. EKI will coordinate with the private property owner to obtain access for well abandonment. EKI will also obtain MWR-9 well abandonment documentation from the property owner/property owner representative.

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<sup>7</sup> Monitoring well MWR-9 is currently in the process of being abandoned and work is expected to be completed before June 2023. Therefore, MWR-9 is not included in the count of wells for abandonment.

*Deliverables*

- Well abandonment notification materials for private property owner [one letter for 14 wells].

Subtask 3.2 - Preparation, Permitting, and Contracts

Under Subtask 3.2, EKI will complete the necessary preparations, permitting, and contracting for the abandonment of the monitoring wells. This subtask includes:

- Project management such as coordination, subcontracting, planning, and communication between the City, licensed driller, and traffic control specialists.
- Update Site Health and Safety Plan.
- Obtain 14 monitoring well destruction permits from the SJC EHD.

*Deliverables*

- Updated Site Health & Safety Plan
- 14 Well destruction permits

Subtask 3.3 – Mobilization and Well Abandonment

EKI will coordinate with Confluence to mobilize to the site, set up, and begin the abandonment process for the wells. Specifically, under Subtask 3.3 EKI will:

- Mark 14 wells for Underground Services Alert (USA) and submit tickets at least 72 hours but no more than two weeks prior to destruction activities.
- Schedule well destruction inspections with the SJC EHD and direct driller to perform all sealing operations in the presence of the County inspector, unless directed otherwise by the County.
- Oversee well abandonment by a C-57 licensed driller via pressure grouting (12 wells) or over-drilling (2 wells), see **Table 1** for details, using methods as described in the approved Workplan.

*Assumptions*

- Monitoring well MWR-9 is currently in the process of being abandoned and work is expected to be completed before June 2023. Therefore, MWR-9 is not included in the count of wells for abandonment or estimated abandonment costs.
- No wells require traffic control plans nor traffic control during abandonment.
- Soil cuttings and groundwater produced during drilling and grouting operations will be spread at the site.
- All 14 wells will have a dirt surface completion.

Subtask 3.4 – Documentation

Under Subtask 3.4, EKI will prepare and submit 14 DWR well destruction reports to DWR and prepare documentation for inclusion into the Groundwater Monitoring Well Abandonment Report for submittal

to the RWQCB. This report will document the well abandonment activities, discuss any deviations from the approved Workplan, and include copies of the DWR well destruction reports.

*Deliverables*

- 14 DWR Well Destruction Reports
- Relevant sections of the Groundwater Monitoring Well Abandonment Report

*Assumptions*

- Coordination efforts associated with obtaining MWR-9 well abandonment documentation is included under Subtask 3.1.

**Task 4 – Saybrook Funded Well Abandonment**

Under Task 4, EKI will plan and oversee abandonment of the two wells associated with Pond 28 and Land Application Area 36 (CLSP-11 and CLSP-12).

Subtask 4.1 – Private Property Owner Coordination

Under Subtask 4.1, EKI will prepare notification of the requirement to allow City access to properly abandon the monitoring wells. To ensure delivery, EKI will send the notification letters via email and/or accountable mail in which delivery requires a signature and/or read receipt. EKI will coordinate with the private property owner to obtain access for well abandonment.

*Deliverables*

- Well abandonment notification materials for private property owner [one letter for two wells].

Subtask 4.2 - Preparation, Permitting, and Contracts

Under Subtask 4.2, EKI will complete the necessary preparations, permitting, and contracting for the abandonment of the monitoring wells. This subtask includes:

- Project management such as coordination, subcontracting, planning, and communication between the City, licensed driller, and traffic control specialists.
- Update Site Health and Safety Plan.
- Obtain two monitoring well destruction permits from the SJC EHD.

*Deliverables*

- Updated Site Health & Safety Plan
- Two Well destruction permits

Subtask 4.3 – Mobilization and Well Abandonment

EKI will coordinate with Confluence to mobilize to the site, set up, and begin the abandonment process for the wells. Specifically, under Subtask 4.3 EKI will:

- Mark two wells for Underground Services Alert (USA) and submit tickets at least 72 hours but no more than two weeks prior to destruction activities.
- Schedule well destruction inspections with the SJC EHD and direct driller to perform all sealing operations in the presence of the County inspector, unless directed otherwise by the County.
- Oversee well abandonment by a C-57 licensed driller via pressure grouting (2 wells), using methods as described in the approved Workplan.

#### *Assumptions*

- No wells require traffic control plans nor traffic control during abandonment.
- Soil cuttings and groundwater produced during drilling and grouting operations will be spread at the site.
- Both wells will have a dirt surface completion.

#### Subtask 4.4 – Documentation

Under Subtask 4.4, EKI will prepare and submit two DWR well destruction reports to DWR and prepare documentation for inclusion into the Groundwater Monitoring Well Abandonment Report for submittal to the RWQCB. This report will document the well abandonment activities, discuss any deviations from the approved Workplan, and include copies of the DWR well destruction reports.

#### *Deliverables*

- Two DWR Well Destruction Reports
- Relevant sections of the Groundwater Monitoring Well Abandonment Report

#### **Task 5 – Scannel Properties #478, LLC Funded Well Abandonment**

Under Task 4, EKI will plan and oversee abandonment of the three wells associated with the Reiter property (RMW-1, RMW-2, and RMW-3).

#### Subtask 5.1 – Private Property Owner Coordination

Under Subtask 5.1, EKI will prepare a notification for the private property owner of the requirement to allow City access to properly abandon the three (3) monitoring well(s). Current ownership has changed and the access agreement on file is outdated. EKI will attempt to determine landowner contract information based on publicly available data from the City, County and/or other readily available methods. The notification letter will provide EKI/City contact information that includes a phone number and email address to submit questions. To ensure delivery, EKI will send the notification letter via email and/or accountable mail in which delivery requires a signature and/or read receipt. EKI will coordinate and secure access agreements for the three wells. EKI will coordinate with the private property owner to obtain access for well abandonment.

#### *Assumptions*

- In the event that the notification letter cannot be delivered, EKI will work with the City to identify appropriate next steps.

*Deliverables*

- Well abandonment notification materials for private property owner [one letter for three wells].
- Access agreements for three wells.

Subtask 5.2 - Preparation, Permitting, and Contracts

Under Subtask 5.2, EKI will complete the necessary preparations, permitting, and contracting for the abandonment of the monitoring wells. This subtask includes:

- Project management such as coordination, subcontracting, planning, and communication between the City, licensed driller, and traffic control specialists.
- Update Site Health and Safety Plan.
- Obtain three monitoring well destruction permits from the SJC EHD.

*Deliverables*

- Updated Site Health & Safety Plan
- Three Well destruction permits

Subtask 5.3 – Mobilization and Well Abandonment

EKI will coordinate with Confluence to mobilize to the site, set up, and begin the abandonment process for the wells. Specifically, under Subtask 5.3 EKI will:

- Mark three wells for Underground Services Alert (USA) and submit tickets at least 72 hours but no more than two weeks prior to destruction activities.
- Schedule well destruction inspections with the SJC EHD and direct driller to perform all sealing operations in the presence of the County inspector, unless directed otherwise by the County.
- Oversee well abandonment by a C-57 licensed driller via pressure grouting (3 wells), using methods as described in the approved Workplan.

*Assumptions*

- No wells require traffic control plans nor traffic control during abandonment.
- Soil cuttings and groundwater produced during drilling and grouting operations will be spread at the site.
- All three wells will have a dirt surface completion.

Subtask 5.2 – Documentation

Under Subtask 5.4, EKI will prepare and submit three DWR well destruction reports to DWR and prepare documentation for inclusion into the Groundwater Monitoring Well Abandonment Report for submittal to the RWQCB. This report will document the well abandonment activities, discuss any deviations from the approved Workplan, and include copies of the DWR well destruction reports.

### *Deliverables*

- Three DWR Well Destruction Reports
- Relevant sections of the Groundwater Monitoring Well Abandonment Report

### **SCHEDULE**

Tasks identified above are anticipated to be conducted during the summer and fall of 2023.

Given the uncertainty in landowner responsiveness, private property owner coordination will be initiated immediately upon Notice to Proceed, and transmittal materials are anticipated to be ready for disbursement within 3-weeks. Ongoing coordination with responsive property owners will occur throughout the project duration.

For wells located in the City right-of-way or City parks, abandonment will not occur until encroachment permits and traffic control plans, as required, have been successfully procured.

Subject to C-57 driller and B.A.T.S. Traffic Solutions availability, well abandonment activities are anticipated to be completed within 10-weeks of procuring all necessary paperwork and permitting. Well abandonment and surface completion construction work is anticipated to take 28 days, assuming adequate site conditions and no access delays. This work assumes two mobilizations per abandonment method, for a total of four well abandonment mobilizations, and two mobilizations for surface completion construction work. Surface completion will occur within 48-hours of well abandonment completion. The estimated days for well abandonment completion may vary depending upon the order of well abandonment, and wells may be re-scheduled between assumed mobilizations depending upon landowner response and coordination.

As-needed City support will last the entire project duration.

The Draft Groundwater Monitoring Well Abandonment Report will be submitted to the City within 30 days of the abandonment completion. The Final Groundwater Monitoring Well Abandonment Report will be completed and submitted to the City 10 days after receiving comments.

### **COMPENSATION**

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our attached schedule of charges dated 2 January 2022. Based on the SOW described above and the budget in the attached **Table 2**, per well costs have been calculated and distributed among the funding sources, as shown in **Table 3** and **Table 1**, respectively. The following table provides the total budget by funding source:



Funding Source	Cost Estimate
City	\$355,500 <sup>(1)</sup>
Richland	\$27,700
River Islands/Califia	\$73,400
Saybrook	\$11,500
Scannel Properties #478, LLC	\$18,900
<b>TOTAL:</b>	<b>\$487,000</b>

**Notes:**

1) City cost estimate includes Subtask 1.5 As-needed City Support costs.

**TERMS AND CONDITIONS**

If this proposal meets with your approval, please provide an Agreement to review and execute.

We are pleased to have the opportunity to continue to work with the City of Lathrop. Please call us at (650) 292-9100 if you have any questions or wish to discuss this SOW in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



John Fio  
Principal Hydrogeologist



Christina Lucero, P.G.  
Hydrogeologist

Attachments

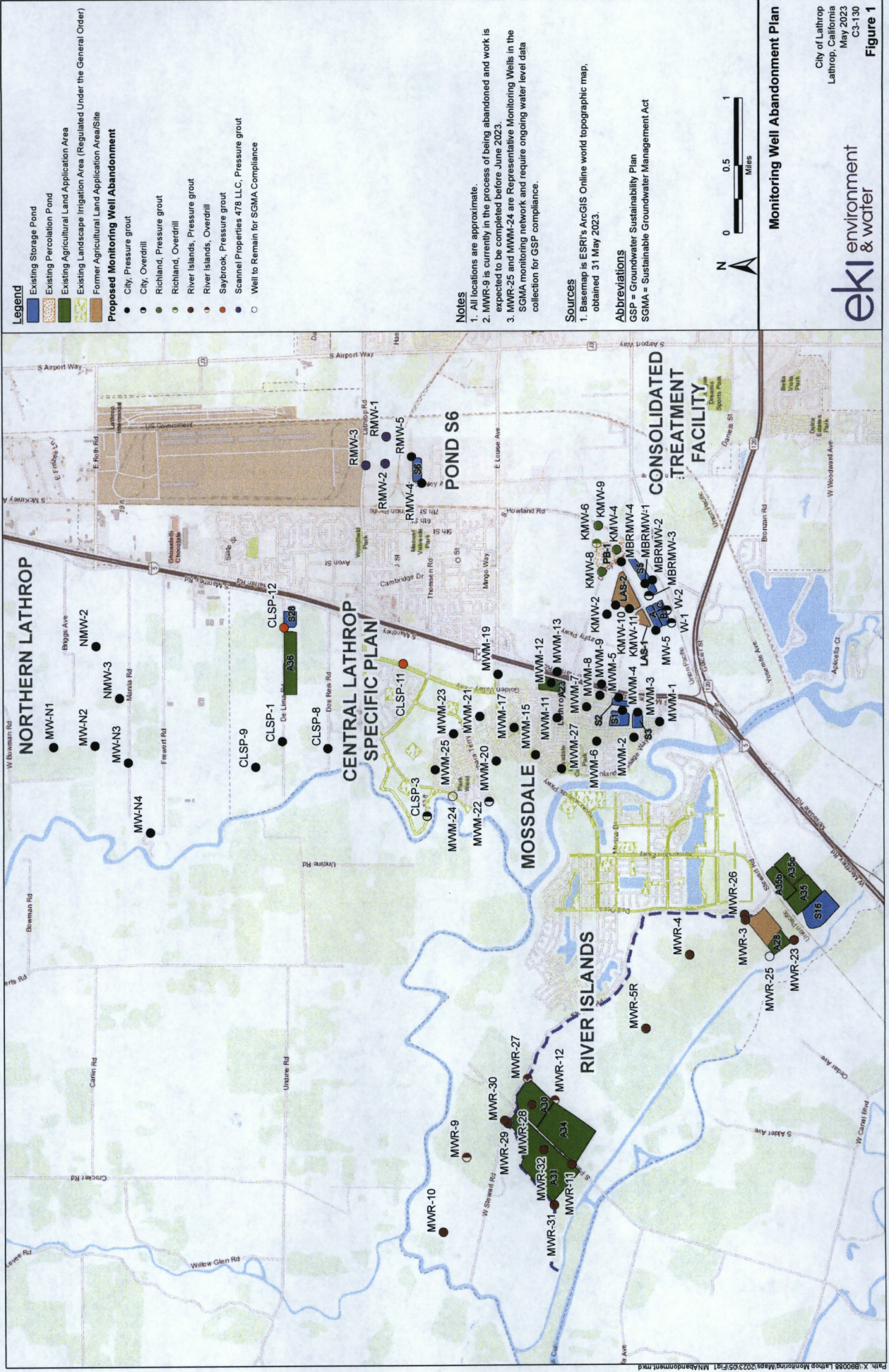
Figure 1 – Monitoring Well Abandonment Plan

Table 1 – Monitoring Wells Identified for Abandonment, Proposed Abandonment Details, and Abandonment Costs

Table 2 – Budget Estimate for Proposed Scope of Work

Table 3 – Per-Well and Per-Landowner Budget Estimate

EKI Schedule of Charges, dated 2 January 2022



**Legend**

- Existing Storage Pond
- Existing Percolation Pond
- Existing Agricultural Land Application Area
- Existing Landscape Irrigation Area (Regulated Under the General Order)
- Former Agricultural Land Application Area/Site
- Proposed Monitoring Well Abandonment**
- City, Pressure grout
- City, Overdrill
- Richland, Pressure grout
- Richland, Overdrill
- River Islands, Pressure grout
- River Islands, Overdrill
- Saybrook, Pressure grout
- Scannel Properties 478 LLC, Pressure grout
- Well to Remain for SGMA Compliance

**Notes**

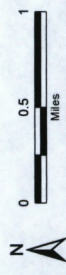
1. All locations are approximate.
2. MWR-9 is currently in the process of being abandoned and work is expected to be completed before June 2023.
3. MWR-25 and MWM-24 are Representative Monitoring Wells in the SGMA monitoring network and require ongoing water level data collection for GSP compliance.

**SOURCES**

1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 31 May 2023.

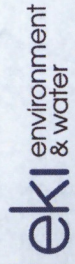
**Abbreviations**

- GSP = Groundwater Sustainability Plan
- SGMA = Sustainable Groundwater Management Act



**Monitoring Well Abandonment Plan**

City of Lathrop  
Lathrop, California  
May 2023  
C3-130



**Figure 1**



**Table 2. Budget Estimate for Proposed Scope of Work**  
Monitoring Well Network Abandonment  
City of Lathrop WDRs No. R5-2018-023

TASKS	EKI Labor					Expenses		TOTAL (1)
	Scientist - Grade 3	Associate I - Scientist	Supervising I - Scientist	Principal Scientist	TOTAL EKI Labor, including 4% Comm. Charge (1) (2)	OTHER DIRECT COSTS, including 0% Markup (3) (4)	TOTAL EXPENSES (1)	(\$)
<b>Private Property Owner Coordination</b>	185	244	286	296	(\$)		(\$)	(\$)
<i>Develop Transmittal Materials for 33 wells</i>	40	10		4	\$11,465	\$208	\$208	\$11,700
<i>Landowner coordination for abandonment</i>	26	2		2	\$6,126		\$0	\$6,200
<i>Determine Unknown Property Owners</i>	24	12		3	\$8,586		\$0	\$8,600
<i>Access Agreements</i>	12	6		2	\$4,447		\$0	\$4,500
<b>Subtotal</b>	102	30	0	11	\$30,700	\$208	\$300	\$31,000
<b>Well Abandonment</b>								
<b>Preparation, Permitting, and Contracts</b>								
<i>Project management</i>	22	32		37	\$23,743		\$0	\$23,800
<i>Traffic control plans for 17 well sites</i>	4				\$770	\$4,250	\$4,250	\$5,100
<i>Encroachment permits for 20 well sites</i>	4				\$770	\$12,400	\$12,400	\$13,200
<i>Monitoring Well Destruction Permits from SJC EHD</i>	132	17			\$29,584	\$14,118	\$14,118	\$43,800
<i>Site Health &amp; Safety Plan</i>	20		6	1	\$5,940			\$6,000
<i>Coordinate with Lab</i>	4	2			\$1,277			\$1,300
<b>Oversee Well Abandonment</b>								
<i>Mark USA, noticing, and submit tickets</i>	40		12		\$11,265	\$1,320	\$1,320	\$12,600
<i>Coordinate well destruction inspections</i>	17		6		\$4,959			\$5,000
<i>Traffic control for 13 days</i>					\$0	\$34,380	\$34,380	\$34,400
<i>Well Abandonment (overdrill) for 6 well sites (mob #1)</i>	41	3	2	2	\$9,860	\$35,166	\$35,166	\$45,100
<i>Well Abandonment (pressure grout) for 27 well sites (mob #2)</i>	98	4	2	2	\$21,081	\$71,610	\$71,610	\$92,700
<i>Well Abandonment (overdrill) for 2 well sites (mob #3)</i>	14	3	2	2	\$4,665	\$11,544	\$11,544	\$16,300
<i>Well Abandonment (pressure grout) for 31 well sites (mob #4)</i>	80	4	2	2	\$17,618	\$53,212	\$53,212	\$70,900
<i>Surface completion for 12 well sites (2 mobilizations)</i>	51	2			\$10,320	\$36,250	\$36,250	\$46,600
<i>Sampling and laboratory analysis</i>	8				\$1,539	\$2,333	\$2,333	\$3,900
<b>Documentation</b>								
<i>Well Destruction Reports</i>	66	8			\$14,728			\$14,800
<i>Prepare Groundwater Monitoring Well Abandonment Report</i>	32	6		6	\$9,526			\$9,600
<b>Subtotal</b>	633	81	32	52	\$167,700	\$276,583	\$276,600	\$445,100
<b>As-needed City Support</b>								
<i>Correspondance with regulatory agencies</i>	12	6		2	\$4,447		\$0	\$4,500
<i>Follow up for non-responsive well owners</i>	16	8		4	\$6,340		\$0	\$6,400
<b>Subtotal</b>	28	14	0	6	\$10,800	\$0	\$0	\$10,900
<b>TOTAL:</b>	<b>763</b>	<b>125</b>	<b>32</b>	<b>69</b>	<b>\$209,200</b>	<b>\$276,791</b>	<b>\$276,791</b>	<b>\$487,000</b>

**Notes:**

(1) Costs have been rounded to the nearest hundred dollars.

(2) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.

(3) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost for items such as:

- Drillers and contractors.
- Monitoring well permits issued by San Joaquin County Environmental Health Department.
- Rented vehicles, travel, and subsistence.
- Field equipment daily rental rate and associated field supplies.

(4) Other Direct Costs associated with driller includes prevailing wage rates.

**Table 3. Per-Well and Per-Landowner Budget Estimate**  
 Monitoring Well Network Abandonment  
 City of Lathrop WDRs No. R5-2018-023

<b>Well Abandonment</b>	<b>Per well cost (1)</b>	<b>Well count</b>
Base fee	\$5,160	66
Special circumstances:		
Encroachment permit	\$660	20
Traffic control	\$2,320	17
Drum sampling	\$190	28
Surface completion	\$3,880	12
<b>Landowner Coordination</b>	<b>Per landowner cost (1)</b>	<b>Landowner count</b>
Base fee	\$1,190	15
Special circumstances:		
Unknown owner	\$1,080	8
Access agreement	\$1,130	4

**Notes:**

1. Costs have been rounded to the nearest ten dollars.

Client/Address: City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330



Proposal/Agreement Date: 5 May 2023

EKI Proposal/Project # C3-130

**SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.**

**2 January 2022**

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	307
Principal Engineer-Scientist	296
Supervising I, Engineer-Scientist	286
Supervising II, Engineer-Scientist	276
Senior I, Engineer-Scientist	265
Senior II, Engineer-Scientist	255
Associate I, Engineer-Scientist	244
Associate II, Engineer-Scientist	230
Engineer-Scientist, Grade 1	214
Engineer-Scientist, Grade 2	202
Engineer-Scientist, Grade 3	185
Engineer-Scientist, Grade 4	165
Engineer-Scientist, Grade 5	145
Engineer-Scientist, Grade 6	128
Project Assistant	130
Technician	116
Senior GIS / Database Analyst	150
CADD Operator / GIS Analyst	133
Senior Administrative Assistant	147
Administrative Assistant	115
Secretary	96

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.