

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 14th day of October, 2024, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **Carollo Engineers, Inc.**, a Delaware corporation ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the construction management and inspection services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated July 25, 2024, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the construction management and inspection services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than **May 30, 2026**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed nine hundred, ninety one thousand and seventy DOLLARS (\$991,070). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be **Carollo Engineers, Inc.** A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), to the extent caused by Consultant's negligent performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

Notwithstanding the foregoing, in the event the subject action alleges negligence on the part of Consultant, City, and/or any third party not under contract with Consultant, Consultant's obligations regarding City's defense under this section include only the reimbursement of City's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.

Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: Elba Mijango

If to Consultant: Carollo Engineers, Inc.
 2880 Gateway Oaks Drive, Suite 300
 Sacramento, CA 95833
 Attention: Keith Corcoran, PE, Vice President

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.


30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

This Space Purposely Left Blank

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

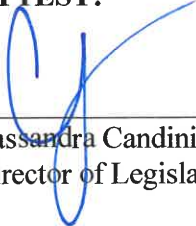
CONSULTANT:



Tom Lundgren
City Manager

Carollo Engineers, Inc./ Delaware Corporation
*(Type name of Consultant/form of organization)**


ATTEST:



Cassandra Candini-Tilton,
Director of Legislative Services




By:



(Signature)
Keith Corcoran, Vice President

(Type name and title)


COUNTERSIGNED:



Shay Narayan
Director of Finance

*Adriana Taylor, Revenue Manager
On behalf of Shay Narayan*

By:




(Signature)
Anne E. Prudhel, Executive Vice President

(Type name and title)

COUNTERSIGNED:

Address: 2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833



Stephanie Van Steyn,
Director of Human Resources

Telephone: (916) 576-4712

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: 

Daniella Green, Assistant City Attorney

ATTACHMENT 1
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS (RFP)



Construction Management and
Inspection Services for the
WQCF Capacity Improvements Project

Issued: July 2, 2024

Electronic Proposals are Due:

July 25, 2024 at 5:00 pm PST

Table of Contents

1	Introduction	3
1.1	RFP Submittal Timeline.....	3
1.2	Proposal Submittal Format.....	4
1.3	Inquiries and Addenda.....	4
2	Construction Management Expectations.....	5
3	Scope of Services.....	6
3.1	Task 1 – File Management Software Program	7
3.2	Task 2 – Preconstruction Services	7
3.3	Task 3 – Construction Management Services During Construction	8
3.4	Task 4 – Permit Coordination	9
3.5	Task 5 – Quality Assurance and Materials Testing Services	9
3.6	Task 6 – Post Construction Services	10
3.7	Task 7 – Ribbon Cutting Ceremony	10
3.8	Project Schedule.....	11
4	Proposal Content.....	11
4.1	Qualifications, Related Experience, and References	11
4.2	Appendices	12
4.3	Cost Proposal Requirements	12
4.4	Exceptions to the Professional Services Agreement	13
4.5	Proposal Package.....	13
4.6	Staff Changes	13
5	Proposal Acceptance and Selection	13
5.1	Consultant Selection.....	14
5.2	Scoring Criteria	14
6	Negotiations and Engagement.....	14
7	Conflict of Interest.....	15
8	Appendices	15

1 Introduction

The City of Manteca (City) is soliciting electronic request for proposals (RFP) for Construction Management and Inspection Services (Services) for the Wastewater Quality Control Facility (WQCF) Capacity Improvements Project (Project). The Project is made up of four components which are included in one drawing set, and one set of specifications. The following gives a breakdown of each component included in the Project:

- Fix Flow Split to the North Plant Aeration Basins (CIP 23002)
- Replace Internal Mixed Liquor Recycle (IMLR) Pumps (CIP 23003)
- Add Process Aeration Control to Improve Monitoring and Control of Denitrification (CIP 23004)
- Add New Independent Mixing System to Zone B (CIP 23005)

Other Project information:

- The Engineer’s cost estimate is \$10 million
- Project drawings and specifications were prepared by Pacific Advanced Civil Engineering, Incorporated (PACE) and can be referenced via the link provided in **Table 2**.

Please note the Project is out to bid and is tentatively scheduled to be awarded in August 2024 along with the Construction Management Services being procured through this RFP. Please refer to **Table 1** for RFP deadlines. Services being procured through this RFP include the following. Refer to **Section 3** for a detailed scope of work.

- Construction management
- Contractor oversight
- Field Inspection services
- Project document management and tracking

Firms submitting proposals must have a project manager licensed as a Professional Engineer in the State of California and have experience in the field of wastewater treatment, operation, and maintenance of municipal wastewater systems. Innovation is encouraged to provide the City with comprehensive services in the most efficient, cost-effective manner.

1.1 RFP Submittal Timeline

Time is of the essence with respect to this contract. Please refer to **Table 1** for deadlines. The successful proposer should be able to perform all required tasks set forth in the Scope of Services section.

Table 1: RFP Deadlines

Milestone	Deadline
RFP Issued	July 3, 2024
Deadline for Clarifications/Inquiries	July 16, 2024, 5:00 pm PST
Deadline for Proposal Submittal	July 25, 2024, 5:00 pm PST
Award of Contract (tentative)	August 2024
Issue Notice to Proceed (tentative)	September 2024

Table 1: RFP Deadlines

Milestone	Deadline
PST: Pacific Standard Time Note: Refer to Table 3 for email contact information.	

Proposals received past the deadline will not be considered. The City accepts no responsibility if delivery is made to another electronic mail address or other technological issues that cause a submittal to be late or not received by the deadline. An evaluation team will review submitted proposals and select the best proposal based on the evaluation criteria outlined in the RFP. The selected consultant will then be recommended to the City Council for entering into a contractual agreement for services. Refer to **Table 2** for a free electronic copy of the RFP along with a reference copy of the design drawings and specifications of the proposed project.

Table 2: Links to RFP and Reference Documents

File Name on RFP Website	Link
0 – RFP CM Services for the WQCF Capacity Improvements Project (this document)	https://www.manteca.gov/business/request-for-proposals
1 – NPDES Permit	
A copy of the Project Specifications and Drawings will be available on or after July 3, 2024 via the link below.	
Important: the WQCF Capacity Improvements Project is currently out to bid. Construction bids (not proposals in response to this RFP) are due Thursday, August 1, 2024. For additional information about the construction project like Q&A's, addendums, etc., please use the following link (this link is different from the one above to download the RFP and RFP related information): https://www.manteca.gov/departments/project-bid	

1.2 Proposal Submittal Format

Proposers must submit a Work Proposal and Cost Proposal via email. All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with the City on behalf of the company (proof of signature authority must be attached), and must be received in the place and time designated in **Table 1**.

1.3 Inquiries and Addenda

All inquiries and questions shall be submitted in writing via email. City staff contact information is provided in **Table 3**. Inquiries received after the due date to ask questions will not be responded to. Telephonic inquiries will not be considered. Questions and answers will be posted on the City’s website.

Table 3: Submittals, Inquiries and Contact Information

Contact: Kyzen Nicolas, Assistant Engineer or Frank Guillory, Senior Engineering Technician
Email: knicolas@manteca.gov and fguillory@manteca.gov
Subject Line: CM Services - WQCF Projects

The City will issue any revisions to this RFP as an addendum. The City will distribute addenda to all potential proposers via e-mail and post on the City's website. Proposers are responsible for receipt of all addendums. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP. No oral revision to any provision in the RFP shall be binding.

2 Construction Management Expectations

The following is a list of the City's expectations shall be incorporated into the Consultant's contract.

1. Be on site to observe whenever the contractor is working. 100% field coverage is expected.
2. Know the project plans and specifications. The CM should know the documents better than the contractor. Understand the work as designed or know where to research the documents for information.
3. Respond to all contractor's questions/claims no matter how small they may seem.
4. Talk with the contractor's superintendent/foreman about the day's planned activities and what his goals are for the next day. Follow up on any outstanding issues, submittals, etc.
5. Think ahead of the contractor and anticipate his work in the upcoming weeks. Remind the contractor to complete submittals, SOSRs, etc. in advance of the work. No last-minute requests for shutdowns or City assistance, unless it's an emergency.
6. Do not do the work for the contractor. City is not going to have its consultants take on this liability. City understands the need to keep the contractor on schedule but not by taking shortcuts.
7. Recognize the need for specialized inspection and schedule inspection/testing.
8. Observe the field activities and discuss with superintendent/foreman any discrepancies. Repeat frequently throughout the day.
9. Review document logs and check on status of RFIs, submittals, etc. in review and follow up with the appropriate parties.
10. All consultants and subconsultants shall maintain a professional appearance during all meetings including in-person meetings and virtual meetings. This includes an understanding of virtual meeting software, in addition to, the use of a professional background, use of adequate equipment including camera, laptop, lighting, microphone, etc.
11. Review new RFIs and submittals from the contractor and determine if the document should be forwarded to City and/or the design consultant or whether the CM can provide response. Also, check for completeness of information before forwarding. If incomplete, either return the document to the contractor or hold and wait for supplemental information from the contractor

(the received date doesn't start until the supplemental information is received); if the working relationship with the contractor is not good, return it immediately.

12. All RFI and submittal responses must be reviewed by City before being issued to the contractor.
13. When receiving resubmittals from the contractor, review the previous comments and determine if the contractor has addressed all comments. The CM will need to review these at some point in order to properly inspect the installation in the field. If the resubmittals are not complete, return them to the contractor.
14. Prepare a daily log electronically and email a copy to City for review every 1 to 2 days. Provide photos and videos as necessary to document the field activities.
15. Obtain written approval from City for all field orders, RFQs and change orders before issuing to contractor. Provide, CM's professional recommendation when seeking approval.
16. When issues arise, work with the Contractor to come-up with a solution and take a position that provides the greatest benefit to the City.
17. Review all proposals for RFQs received from the contractor before the start of negotiations. City gets the final approval of the negotiated price before any CCOs are formalized.
18. Review all backups for field order work before the CCOs are formalized.
19. Review initial draft of the progress billing request prior to submittal to City's project manager. Review the CM's comments with the project manager prior to returning them to the contractor.
20. Review the contractor's record drawings on a monthly basis and use the same timing as the schedule updates. If the drawings are not complete, recommend to the project manager an appropriate withhold amount.
21. Return all phone calls from project management staff on the same business day.
22. Provide City with all known scheduled time off during the project duration. Review time off impacts to project and project coverage with City at least one weeks in advance, or as soon as practicable.

3 Scope of Services

The City is seeking proposals from construction management firms to provide construction management and inspection services on behalf of the City. The following summary of the scope of services is not inclusive and is only intended to be used as an indication of the minimum services to be provided. The City's expectation is that the scope of services for this Project shall include all work necessary for the completion of the Project with no future amendments required to the contract.

At a minimum the selected consultant shall provide the following staff members to support the Project:

- Resident Engineer (full-time)
- Construction Inspectors (as required)
- Specialty Inspectors (pavement, electrical, storm water, water sampling, structural, concrete, soils, steel, etc.). Please include any specialty inspection that was not specifically listed in this RFP.

3.1 Task 1 – File Management Software Program

This project requires the use of a document management and storage system similar to Microsoft's SharePoint. The main objective of this task is to avoid using email to transmit project related documents like submittals, RFIs, schedules, etc., as well as, maintain project files organized and up to date with the capability to easily transfer all folders and files to the city's server. Consultant shall provide a minimum 10 user account for the City/Contractor team's use.

The following includes minimum software requirements:

- Track and manage all documents (including different document versions and authors). File storage to maintain project files from the start of the project until city issues Notice of Completion.
- Files shall remain available for city transfer a minimum of 120-days following the Notice of Completion issued to the contractor.
- Allow users to submit/upload, RFIs, submittals, warranties, and any type of documents
- File management software must be compatible with the Microsoft Office Suite
- Maintain the latest project schedule, permit documents, etc.
- City staff shall have administrative rights to software program. Other users would be limited to uploading documents, and viewing documents, for example.
- Consultant shall work with City staff at the end to transfer all files to the City's server (i.e. allow ease of file downloads).
- Consultant shall maintain and troubleshoot file sharing site as needed to maintain project flow and prevent delays. Files shall remain secure and free of viruses.
- File structures and organization will require city input and approval.
- Final software selection will be made by city staff.
- Consultant shall provide electronic copies of all submittals, reports, etc. as PDF, MS Word, and AutoCAD versions for city use.

3.2 Task 2 – Preconstruction Services

- Coordinate with Contractor, City, and other parties involved to schedule and conduct the pre-construction conference.
- The submittal of certified payroll records will be required as work is performed or when they are needed to verify that the Consultant or sub-consultant is in compliance with the State Labor Code. Certified payroll submittals will be directly to the Department of Industrial Relations (DIR).
- Review Project Traffic Control Plan(s) during pre-construction reviews. Review project staging plans and propose revisions as necessary for construction and design. Review permits and agreements including environmental documents/commitments.
- Review contractor's schedule, evaluate and confer with the City regarding workability of the schedule or suggest changes that may improve the schedule.
- Review any material related to dispute resolution with contractor's methodologies, policies, and procedures. Work with the Resident Engineer to assist as necessary.
- Review and monitor the safety programs developed by the Contractor and as required by OSHA/Cal-OSHA.

- Prepare for approval file naming convention, file format/s and directory structure for all project files.

3.3 Task 3 – Construction Management Services During Construction

Provide construction management oversight, project observation / inspection during construction. Consultant management services shall be in accordance with the latest City Standards, Project Specifications, CalTrans Standards, and AWWA Standards.

- Copies of sample templates, tracking sheets, logs, etc. shall be submitted for city review and approval upon execution of the agreement between the City and consultant.
- Maintain close contact with the City on all correspondence.
- Provide day-to-day on-the-job observation/inspection of all construction work on the project. Consultant inspectors shall make reasonable efforts to guard the City against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs and bind and label them; review contractor record drawing markups; punch lists; coordinate with the City for final inspection; and assist with all other matters relating to construction of the project.
- Schedule and conduct construction weekly progress meetings online using Microsoft Teams, Zoom or equivalent. Prepare and distribute meeting minutes and agendas to all attendees. Weekly in person meetings can be scheduled as necessary.
- Attend monthly status report meetings with the City to review detailed construction progress and budget status through Microsoft Teams, ZOOM or equivalent. Monthly in-person meetings can be scheduled as necessary.
- Enforce the construction schedule and phasing plan in order to complete the project within the allocated time and schedule. Perform schedule analysis, as needed.
- Monitor the construction budget and ensure that the project remains within budget, including a detailed tracking of installed and expected quantities of work.
- Serve as the Resident Engineer in the field which would include daily field reporting and weekly statements of working days.
- Review and respond to product and project submittals and/or coordinate with the Design Engineer and the City to review project submittals. Maintain a submittal log and track turnaround time to avoid delays.
- Review and respond to all Requests for Information (RFIs) and/or coordinate with the Design Engineer and surveyor to provide responses. Log and track RFI progress.
- Collect, log, review, distribute, track, and respond to all material submittals submitted by the Contractor and surveyor.
- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review quantities submitted with monthly progress payment requests, analyze differences over amount.
- Prepare monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.

- Review all change orders related to construction issues based on the project drawings, specifications, and other design information from the Design Engineer.
- Perform change order analysis, including reviewing: logs of proposed change orders, change order quotations from Contractor, negotiated change order costs, time extensions, processing final negotiated change orders, and effect of approved change orders in progress payment breakdowns.
- Prepare Contract Change Orders and recommendations to accompany change order documents and forward to the Resident Engineer for review and approval. Confirm on a monthly basis that the Contractor is maintaining up-to-date marked up prints of construction drawings and documents showing all field changes and as-built conditions. Maintain the same drawings and documents in the construction field office.

3.4 Task 4 – Permit Coordination

The City will be submitting a Construction NPDES Permit Variance Request to the Regional Water Quality Control Board (RWQCB) in July 2024 to facilitate needed upgrades in the aeration basins. This work will include, but not limited to the following items:

- Coordination between the City staff, RWQCB, design engineer, and contractor. This includes coordinating correspondence, meetings, preparing meeting agendas, and meeting minutes.
- Preparing project correspondence, and ensuring proper response is provided to stakeholders.
- Ensuring construction sequencing identified in the Project Specifications includes recommendations from the RWQCB and the City's NPDES Permit.
- Coordination with stakeholders of any plant shutdowns and work that will require time for City staff to prepare ahead of time.
- Tracking RFIs and submittals, and providing responses as necessary.

A copy of the city's NPDES Permit can be found via the link on **Table 2**.

3.5 Task 5 – Quality Assurance and Materials Testing Services

Coordinate and provide required testing as stated in the specifications and special inspections as necessary.

- Consultant shall provide a sub-consultant as a certified materials testing agency (MTA) to perform soils and materials sampling and testing services as required in the project plans and specifications.
- The MTA shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.
- All test results shall be reported to the City in the shortest time that the specific test will realistically allow.
- The Consultant guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City.

- **Prevailing Wages:** All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The submittal of certified payroll records to the State will be required as work is performed or when they are needed to verify that the Consultant is in compliance with the State Labor Code. Certified payroll submittals will be directly to the DIR.
- If the MTA fails any tests or inspections, retests or re-inspections will be required. Retests and re-inspections will be billed to the contractor at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor.
- The MTA sub-consultant shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted to the City immediately.
- It is the intent of the City to maintain a consistency of material testing quality throughout each phase of the project. Consultant is therefore encouraged to provide, wherever and whenever possible, the same field personnel for the duration of construction of the project.
- On days when work is not performed by the Contractor, such as rainy or unsuitable weather days, the materials testing personnel will not provide services unless authorized by the City.
- Resumes of materials testing personnel must be submitted to the City for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, the City may release that field person and request that another be assigned as needed.

3.6 Task 6 – Post Construction Services

Project closeout, punch list items completion, dispute resolution, contract change orders and process final payment.

- Review, prepare and scan closeout documents (e.g. maintenance, operational, warranty, etc.) as required in the construction documents, and as submitted by the Contractor at the completion of the work.
- At the conclusion of the project, the Consultant shall provide the City with a digital copy of all the project records. The digital records shall be in the approved file format/s, file naming convention and directory structure.
- Perform post construction review and prepare lessons learned documents for future projects.
- Perform optional service if needed: claim resolution and detailed schedule analysis.
- Review punch lists items of remaining work.
- Coordinate with the City for final inspection.
- Submit scanned final record drawings (no hard copies, if possible).

3.7 Task 7 – Ribbon Cutting Ceremony

Consultant shall plan for one ribbon cutting ceremony to celebrate the start-up of the project. The ceremony will be held at our facility near the Project site. Consultant will provide the following services:

- Schedule the ceremony
- Make all site arrangements and provide seating, stage, microphones and speakers (sound system), banners, etc. for ceremony
- Coordinate meetings with stakeholders (City staff, contractor, etc.) ahead of time to prepare for ribbon cutting ceremony.
- Compose, design, and issue meeting notices to the stakeholder database
- Prepare and place advertising in local media
- Prepare and send news releases to mainstream and alternative news media, after obtaining prior approval of the City and the project team manager
- Prepare agendas, sign-in sheets, comment sheets, signage, and other print materials
- Coordinate a “dry run” with the City and the project team. The dry run shall include review the format and information that will be presented at the ceremony.

3.8 Project Schedule

Given the complexity and number of tasks required in the Scope of Work, the consultant shall update the project schedule on a monthly basis. A PDF copy of the project schedule shall be provided on a monthly basis. The City shall also be provided with a copy of the original file type utilized to prepare the project schedule i.e. Microsoft Project, or other project scheduling software.

4 Proposal Content

The following sections details the information to be included in the proposal.

4.1 Qualifications, Related Experience, and References

This section of the Proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; staffing capability; current work load and availability; record of meeting schedules on similar projects; and supportive client references. Specifically:

- Provide a brief profile of the firm including: the types of services offered; the year founded; type of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and the participation in such work by the key personnel proposed for assignment to this project. Highlight the firm's and key personnel's experience with construction management and

inspections services. Include a discussion of at least four (4) previous projects of similar nature completed by the proposed project team.

- Furnish brief resumes for the proposed Project Manager, Resident Engineer, Assistant Resident Engineer, and other key personnel (resumes are included in the total page count) and a project team organization chart. Project principles and responsible-charge, as well as, project management, Resident Engineer and Assistant Resident Engineer, shall be clearly identified in the organizational chart. The project organization chart should clearly delineate the communication and reporting relationships among the project team members including sub-consultants.
- Resumes should be provided for only key personnel substantially involved in the project (performing more than 10% of the billable work), including the project manager and principal in-charge for the project. Project experience should highlight and discuss those projects of similar nature as this proposed project. Project experience should correlate with the experience discussed above. Provide education, experience and applicable professional credentials of project staff. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
- Identify key personnel who are California-licensed Professional Engineers (PE) that will be in responsible charge, and approve and stamp the final report. Include a copy of the license for said personnel.
- Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.
- Provide a minimum of three (3) references who can discuss the firm and project team's qualifications to deliver the project Scope of Services. The references shall be knowledgeable and able to discuss the qualifications of the firm and project team based on the work experience cited under items c and d above. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.
- Provide a list of past joint work by the prime consultant and each sub-consultant if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.

4.2 Appendices

Information considered being pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

4.3 Cost Proposal Requirements

The proposer must submit a detailed cost proposal for all services and materials anticipated to complete the Scope of Services with a "not-to-exceed" fixed fee, which shall be the sum of all tasks. The cost proposal shall be submitted as a separate excel file.

The file name shall follow this naming convention:

- *Fee Schedule WQCF Capacity Improvements Project – [Insert Company Name]*

Provide a fixed dollar amount for each of the services and materials as described in the Scope of Services and list all assumptions.

Include an hourly rate table for typical planning and engineering classifications that may be requested for separate tasks not included in this RFP.

Consultant shall submit monthly invoices listing work completed. Invoices shall list summarize work broken down hourly rate, position, and material fees.

4.4 Exceptions to the Professional Services Agreement

No Exceptions to the City's standard professional Services Agreements or Insurance Requirements will be considered.

Any consultant submitting a proposal shall be expected to execute the City's Agreement for Professional Services (see **Appendix A**) in its unmodified state. Refer to **Appendix B** for details about insurance documents.

4.5 Proposal Package

All electronic proposals shall have a 16-page limit. Page limit does not include the outside cover, section dividers, cover letters, or appendices. Proposals that do not contain the required information or the required number of pages may be rejected.

The proposal, resumes, and project schedule shall all be included within the page limit. The cover letter shall consist of maximum two (2) pages and include the following:

- a. The proposer's legal name, address, telephone number, email address, and contact person for the remainder of the selection process;
- b. Any qualifying statements or comments regarding the proposer's submittal, including proof of proposer's capabilities to prepare a water treatment system; and
- c. Statement indicating the validity of the proposal for a minimum period of 180 calendar days subsequent to the proposal due date.

4.6 Staff Changes

If at any time during the procurement process a firm makes any changes to proposed key personnel or sub-consultants they must notify the City in writing of those proposed changes. The City reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

5 Proposal Acceptance and Selection

The City reserves the right to:

- Accept or reject any and all qualifications/proposals, or any item for part thereof.
- Waive any informalities or irregularities in proposals.
- Withdraw or cancel this RFP at any time without prior notice and the City makes no representation that any contract will be awarded to any firm responding to this RFP.
- Re-issue a new RFP for the same or similar services.
- Postpone proposal openings for its own convenience.

5.1 Consultant Selection

The objective of the City is to select a qualified firm to perform necessary services for the City at a fair and reasonable cost. To that end, the City has established the following criteria for the selection process:

- The selection process shall be fair, open, and competitive.
- The selection of the consultant firm will be based on clearly stated objectives.
- Selection of consultants/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services.
- The contract will be awarded to the most technically qualified responsible and responsive firm best conforming to the RFP, and is in the opinion of the City, most advantageous to the City.

5.2 Scoring Criteria

City staff will evaluate each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the proposer. Staff may choose to interview two or more closely ranked firms, allowing 30 minutes for a presentation of the short-listed firms and another 30 minutes for a questions/answer session. License status and references will also be verified. The proposal review will focus on the following criteria:

- Project Management (35 points). Components of project management that demonstrate capability in management of projects of this scope. Include a sample monthly report. Please include a project schedule that accounts for the Scope of Services.
- Project Understanding (20 points). The proposal adequately demonstrates an understanding and experience in preparing similar potable water projects for municipalities
- Project Approach (20 points). Innovative approaches for alternative solutions and recommendations are preferred.
- Experience (15 points). The firm's expertise and professional qualifications with similar work. Qualifications of the firm and individuals assigned to perform the work.
- Project schedule (10 points). Thoroughness of the project schedule, ability to complete the project within the selected timeframe.

6 Negotiations and Engagement

Upon selection, City staff will enter into negotiations with the top-ranked firm to negotiate a final Scope of Services and request a formal cost proposal.

In the event that contract negotiations with the top-ranked firm are unsuccessful, the City shall begin negotiation with the second-ranked firm and so on.

7 Conflict of Interest

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Consultants responsible for a project's design may not participate in construction management or construction inspection of the project. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the City.

8 Appendices

- Appendix A: Agreement for Professional Services
- Appendix B: Insurance Requirements for Professional Services

RFP

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 20 ____, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and _____, a _____ corporation ("**Consultant**").

RECITALS

- A. **Consultant** is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. **Consultant** possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain **Consultant** to render the professional services set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. **Consultant** shall perform the _____ services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by **Consultant** dated _____, and attached hereto as Attachment 2. **Consultant** shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the _____ services is sometimes referred to herein as "the Project."
- 2. Work Through City Staff. **Consultant** shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by **Consultant** from the applicant. All requests shall be noted to City in an expeditious manner.
- 3. Time of Performance. **Consultant's** services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than _____. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.
- 4. Compensation. Without additional authorization from the City, compensation to be paid to **Consultant** shall not exceed _____ DOLLARS (\$_____). Payment by City

under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. **Consultant** shall submit monthly billings to City specifying and describing the work performed during the preceding month. **Consultant's** bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay **Consultant** no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if **Consultant** fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that **Consultant** perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. **Consultant** shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, **Consultant** shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for **Consultant**, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to **Consultant** for such work. City shall have the sole right to use such materials in its discretion without further compensation to **Consultant** or to any other party. **Consultant** shall, at **Consultant's** expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. **Consultant** shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to **Consultant** in connection with the performance of this Agreement, shall be held confidential by **Consultant**. These materials shall not, without the City's prior written consent, be used by **Consultant** for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to **Consultant** that is otherwise known to **Consultant**, or is generally known, or has become known to the related profession shall be deemed confidential. **Consultant** shall not use City's

name or insignia, photographs relating to the Project for which **Consultant's** services are rendered, or any publicity pertaining to the **Consultant's** services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. **Consultant's Books and Records.**

A. **Consultant** shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to **Consultant** under this Agreement.

B. **Consultant** shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **Consultant's** address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of **Consultant's** business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by **Consultant**, **Consultant's** representatives, or **Consultant's** successor-in-interest.

10. **Independent Contractor.** In the performance of the work and services required by this Agreement, **Consultant** shall act as and be an independent contractor and not an agent, or employee of the City. **Consultant** shall obtain no rights to retirement or other benefits that accrue to City's employees, and **Consultant** expressly waives any claim it may have to any such rights.

11. **Interest of Consultant.**

A. **Consultant** represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of **Consultant's** services hereunder. **Consultant** further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. **Consultant** is not a designated employee within the meaning of the Political Reform Act because **Consultant**:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of **Consultant**.

A. City is relying upon the professional training and ability of **Consultant** to perform the services hereunder as a material inducement to enter into this Agreement. **Consultant** shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by **Consultant** shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in **Consultant's** field of expertise.

B. The primary provider of the services required by this Agreement shall be _____. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. **Consultant** shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. **Consultant** represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of **Consultant** to practice its profession. **Consultant** represents and warrants to City that **Consultant** shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of **Consultant** to practice its profession.

15. Indemnification and Hold Harmless. **Consultant** agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of **Consultant's** performance of this Agreement, or **Consultant's** failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, **Consultant** shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. **Consultant** shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attention: _____

If to Consultant: _____

Attention: _____

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

This Space Purposely Left Blank

RFP

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

*(Type name of Consultant/form of organization)**

ATTEST:

By: _____
(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: _____
(Signature)

Shay Narayan
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____

Stephanie Van Steyn,
Director of Human Resources

Telephone: _____

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: _____
Daniella Green, Assistant City Attorney

ATTACHMENT 1
REQUEST FOR PROPOSAL

RFEP

ATTACHMENT 2
CONSULTANT'S PROPOSAL

RFEP

ATTACHMENT 3
SCHEDULE OF ACTIVITIES

RFEP

EXHIBIT 1

Insurance Requirements for Professional Services**INSURANCE REQUIREMENTS**

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**
"City of Manteca, its officers, officials, employees, agents, and volunteers".

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
"City of Manteca, its officers, officials, employees, agents, and volunteers".

Worker's Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

ATTACHMENT 2
CONSULTANT'S PROPOSAL

**City of Manteca WQCF Capacity Improvements Project
Construction Management Services**

	Task	Principal-in-Charge	Project Manager	Construction Manager/Operations Support	Inspector	Electrical Inspector	Permitting	Total Hours	Total Labor Costs	Technology Charges (PECE)	Total Costs
1	File Management Software Program & Construction Management Plan	2	24	48	0	0	0	74	\$19,590	\$1,147	\$20,737
1.1	Set-up File Management System	0	16	32	0	0	0	48	\$12,640	\$744	
1.2	Construction Management Plan	2	8	16	0	0	0	26	\$6,950	\$403	
2	Preconstruction Services	0	31	63	0	0	0	94	\$24,735	\$1,457	\$26,192
2.1	Constructability Review	0	8	16	0	0	0	24	\$6,320	\$372	
2.2	Preconstruction Conference	0	8	4	0	0	0	12	\$3,380	\$186	
2.3	Certified Payroll Review	0	0	9	0	0	0	9	\$2,205	\$140	
2.4	Review Preliminary Traffic Control Plans	0	4	12	0	0	0	16	\$4,140	\$248	
2.5	Review Contractor Schedule	0	8	16	0	0	0	24	\$6,320	\$372	
2.6	Review Contractor Safety Plan	0	1	4	0	0	0	5	\$1,280	\$78	
2.7	Presubmittal Meeting	0	2	2	0	0	0	4	\$1,090	\$62	
3	Construction Management Services During Construction	12	86	1745	984	332	0	3159	\$726,909	\$48,965	\$775,874
3.1	Monthly Project Reporting	12	18	0	0	0	0	30	\$9,180	\$465	
3.2	Scheduling	0	36	72	0	0	0	108	\$28,440	\$1,674	
3.3	Progress Meetings	0	16	100	72	40	0	228	\$52,356	\$3,534	
3.4	Special Meetings	0	4	16	10	16	0	46	\$10,526	\$713	
3.5	Project File Database	0	8	16	8	0	0	32	\$7,944	\$496	
3.6	As-Built Record Keeping	0	0	40	8	12	0	60	\$13,956	\$930	
3.7	Process Shop Drawings and Other Submittals	0	0	120	8	16	0	144	\$34,400	\$2,232	
3.8	Construction Observation	0	0	1200	850	240	0	2290	\$517,190	\$35,495	
3.9	Progress Pay Estimate	0	0	72	0	0	0	72	\$17,640	\$1,116	
3.10	Verify Compliance with Stormwater Pollution Requirements	0	0	9	20	0	0	29	\$6,265	\$450	
3.11	Coordinate and Respond to Requests for Information (RFI)	0	0	40	8	8	0	56	\$13,112	\$868	
3.12	Manage Change Orders	0	4	60	0	0	0	64	\$15,900	\$992	
4	Permit Coordination	0	0	8	0	0	24	32	\$8,560	\$496	\$9,056
4.1	NPDES Permit Support	0	0	8	0	0	24	32	\$8,560	\$496	
5	Quality Assurance and Materials Testing Services	0	0	40	40	0	0	40	\$17,920	\$620	\$18,540
5.1	Quality Assurance	0	0	20	20	0	0	40	\$8,960	\$620	
5.2	Material Testing	0	0	20	20	0	0	40	\$8,960	\$620	
6	Post-Construction Services	0	28	64	24	16	0	132	\$32,328	\$2,046	\$34,374
6.1	Final Inspection and Punch List	0	8	32	16	8	0	64	\$15,176	\$992	
6.2	Project Close-out	0	8	16	8	8	0	40	\$9,632	\$620	
6.3	Construction Report	0	4	8	0	0	0	12	\$3,160	\$186	
6.4	Warranty Period Review	0	4	4	0	0	0	8	\$2,180	\$124	
6.5	As-built Documents	0	4	4	0	0	0	8	\$2,180	\$124	
7	Ribbon Cutting Ceremony	0	0	16	0	0	0	16	\$3,920	\$248	\$4,168
7.1	Ribbon Cutting Ceremony	0	0	16	0	0	0	16	\$3,920	\$248	
TOTAL HOURS		14	169	1984	1048	348	24	3547			
HOURLY RATES		\$315	\$300	\$245	\$203	\$211	\$275			\$15.50	
TOTAL LABOR & PECE COST											\$866,233

Project Assumptions

- Scope and fee are based on the contract durations of 270 calendar days for substantial completion and 365 calendar days for final completion.
- Carollo is proposing to use a full-time construction manager for 9 months and half-time for 3 months, inspector full-time for 6 months, and electrical inspector for 2 months. This helps reduce the cost of our CM services, and provides coverage where needed through peak construction. If the City would prefer an alternative staffing effort, this can be discussed and modified during contract negotiations.
- **Estimates and Projections.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
- **Construction Contractor Means, Methods and Safety.** Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the construction documents.
- **Third Parties.** The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

ODC Expenses (estimated)	
Trucks (\$1,000/month)	\$18,000
Hotel (\$140/night)	\$23,040
Meals while traveling	\$11,988
Mileage (\$0.67/mile)	\$1,809
Expenses Total	\$54,837

Allowances (estimated)	
Material Testing (subcontractor)	\$25,000
Public Outreach (subcontractor)	\$25,000
Mark-up on subcontractors (10%)	\$5,000
File Management Software	\$15,000
Allowances Total	\$70,000

Total Construction CM Fee	\$991,070
----------------------------------	------------------

CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES FOR THE

WQCF Capacity Improvements Project

PROPOSAL / JULY 2024





July 25, 2024

Mr. Kyzen Nicolas, Assistant Engineer
 City of Manteca
 1001 W. Center Street, Suite E
 Manteca, CA 95337

Subject: Proposal for Construction Management and Inspection
 Services for the WQCF Capacity Improvements Project

Primary contact person and authorized to negotiate and bind the firm contractually:

Keith Corcoran, PE, Vice President
 Carollo Engineers, Inc.
 2880 Gateway Oaks Drive, Ste. 300
 Sacramento, CA 95833
 916-576-4712
kcorcoran@carollo.com

Dear Mr. Nicolas and Selection Committee:

The City is undertaking major secondary process improvements at the WQCF, including a new primary effluent pump station, improvements to the north and south aeration basins, two new internal mixed liquor recycle pump stations, and electrical improvements. This project will require significant coordination with plant operations staff to maintain permit compliance or requests from the Regional Board for a variance permit during process shutdown, bypass pumping, and commissioning of the new systems.

Carollo Engineers stands ready to provide the diversity of resources, skillsets, and qualifications needed to successfully support the City's project needs. Our job as your construction manager is to help manage all your project risks—not just construction risks. To do this, we have built a team that not only includes a professional engineer project manager, but water industry construction management (CM) professionals that include a Grade 5 operator, former water industry contractors, and permitting experts who bring the benefit of a comprehensive skillset to your project.

Our team is well suited to lead the CM effort and is committed to seeing this project through to completion. We have built a comprehensive core team of CM professionals that offers:

- **Partnership with the City.** Carollo has worked with the City for years in multiple capacities, including our current Thickening/Dewatering and UV/Sidestream projects where **Ryan Sellman** is serving as principal-in-charge, and we look forward to adding CM to our Manteca portfolio. We use a participatory management approach that fosters open communication. We use this open and early communication to take proactive steps in a partnership to make sure all parties' (City, design engineer, and contractor) expectations are understood, and that the project stays on schedule and within budget.
- **Experienced Team.** Our project manager, **Keith Corcoran**, is a licensed civil engineer who has 20 years of engineering and construction experience. Our construction manager, **Mauricio Gomez**, brings 20 years of experience in multiple areas of the construction industry. **Jeff VanNest** and **Ron Baker** have a combined 60+ years of experience, providing the City with inspectors who have recent, relevant experience. This core team will be supported by Ryan as principal-in-charge, who has 17 years of wastewater and CM experience.
- **Proven Approach to Resolve Conflicts.** With diverse backgrounds in the water and wastewater industry, our team will evaluate the project from multiple perspectives to stay ahead of and remove roadblocks. Mauricio has spent more than 15 years working as a contractor finding creative solutions to constructability issues. In addition, Keith and Ryan have spent the bulk of their engineering careers taking their design projects from concept through construction and startup, understanding how a project goes from paper to reality. Being able to view the project from multiple vantage points allows our team to see the macro version of the project, stay ahead of the game, and work to resolve conflicts before they become issues.

Mr. Kyzen Nicolas, Assistant Engineer
July 25, 2024

Page 2

Our CM team provides the best features that you will find in a third-party CM firm, and we value this as another opportunity to grow our partnership with the City while meeting your expectations set in the RFP. Carollo would appreciate the opportunity to use the same agreement as used on our previous two design projects with the City, with terms that were agreed upon by both parties.

This proposal will remain valid for 180 calendar days from the proposal due date. If you have any questions concerning this proposal, please do not hesitate to contact me.

Sincerely,

CAROLLO ENGINEERS, INC.



Keith Corcoran, PE
Project Manager



Ryan Sellman, PE
Principal-in-Charge



2795 Mitchell Drive
Walnut Creek, California 94598
P 925-932-1710
carollo.com

CERTIFICATION

This is to certify that the undersigned, Michael W. Barnes, as Corporate Secretary and General Counsel for Carollo Engineers, Inc., is authorized to state and certify: That by corporate policy approved by the Board of Directors on 04/01/2019, Keith Corcoran, Vice President, is authorized to execute agreements for the usual and customary engineering business of the company.

Dated: July 22, 2024



Michael W. Barnes
Corporate Secretary & General Counsel

Qualifications, Related Experience, and References

01 Qualifications, Related Experience, and References

Firm Overview

Carollo is an environmental engineering firm that has been specializing in the planning, design, and CM of water and wastewater facilities for 91 years.

Our staff also includes civil, environmental, structural, corrosion, mechanical, process, chemical, electrical, and control systems engineers, as well as architects, cost estimators, and specialists in areas such as CM, construction inspection, operations, funding, and regulatory negotiations.

Our Construction Management Services

With nearly one-third of Carollo's revenue attributable to construction-related services, the quality and professional standing of Carollo's core CM group is comparable to other national engineering and CM firms.

Our CM staff includes more than 125 construction managers, resident engineers, resident inspectors, and specialty inspectors focused solely on the water and wastewater industry. We provide professional training and development of our staff in the ever-changing areas of safety, risk management, and claims consulting. Our resources include full computerized document tracking and scheduling capabilities and specialty testing equipment.

With this focus, we have extensive experience in providing third-party CM services across the western U.S., including the cities of Stockton, Modesto, Turlock, Tracy, and Lathrop.

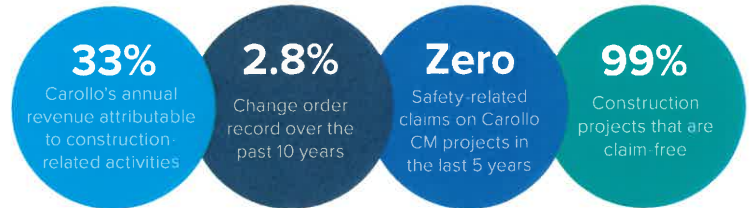
Firm Name: Carollo Engineers, Inc.

Year Established: 1933

Organization: Professional Corporation

Number of Offices: 53

Number of Employees: 1,400+



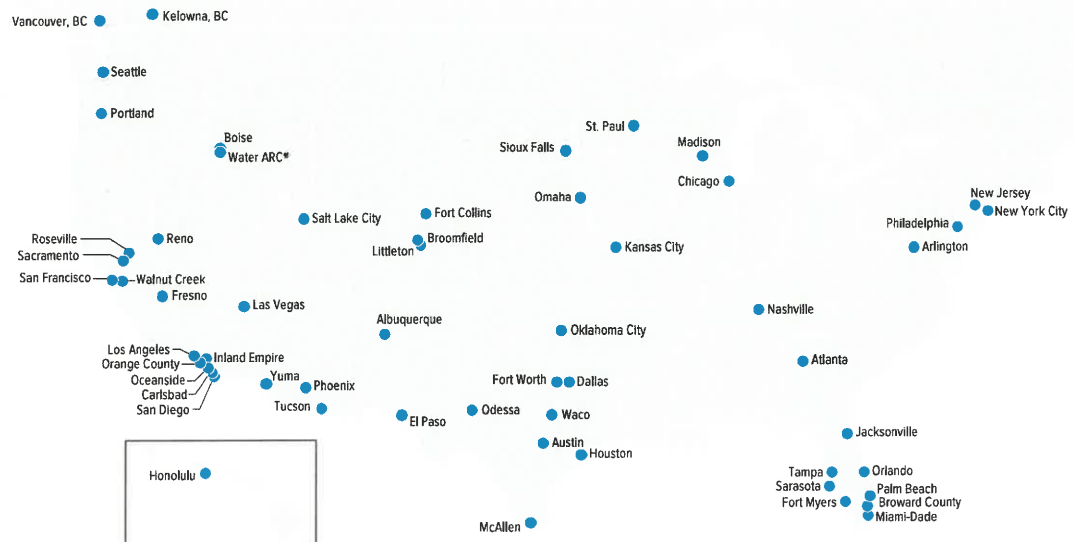
Firm Financial Condition

Carollo Engineers, Inc. does not have any current or pending conditions that may impede our ability to complete the project.

The financial stability of Carollo is demonstrated by our 91-year history of successfully providing professional engineering services to our clients. Carollo maintains a comprehensive general business liability insurance policy that covers bodily injury, property damage, and vehicular liability. We also maintain a professional liability policy that covers negligent errors and omissions. Each year Carollo undergoes a full audit. We can provide a financial summary to the City of Manteca upon request.

Staff in Local Offices:

- 17 Fresno
- 40 Sacramento
- 144 Walnut Creek



Project Team

Carollo has an unparalleled team of experts for your project.

As your construction manager, we will implement our “firm but fair” philosophy with the contractor when addressing all construction issues. Our overlying duty is to act in the City’s best interests so that you get the quality project you paid for.

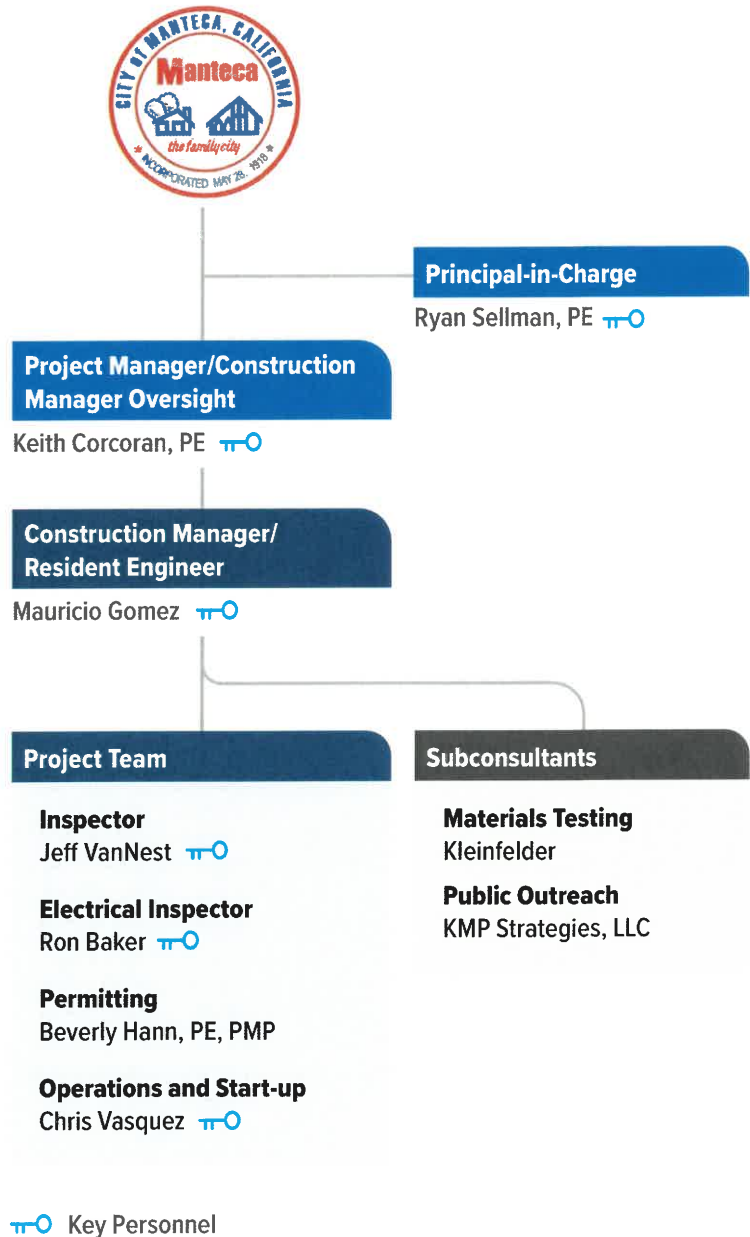
The Right Team to Get the Job Done

Providing the right team for your CM project is crucial to its success. The team members shown in the organization chart were selected for their wastewater CM and inspection experience and their successful track record working on wastewater treatment improvement projects similar to yours.

The core team for your project comprises project manager/CM oversight by **Keith Corcoran**, and construction manager/resident engineer **Mauricio Gomez**. In addition, inspector **Jeff VanNest** and electrical inspector **Ron Baker** bring wastewater treatment and electrical inspection experience. We also have **Beverly Hann** for permitting and **Chris Vasquez** for operations and startup. This team has worked together on similar wastewater CM projects for the cities of Turlock and Livermore, American Valley Community Services District (AVCSD), and Sacramento Area Sewer District (SASD).

This core team will be supported by principal-in-charge **Ryan Sellman**, who has 17 years of wastewater and CM experience and is familiar with the City from his work as principal-in-charge for your Thickening/Dewatering and UV/Sidestream projects. We also have included subconsultants Kleinfelder (materials testing) and KMP Strategies (public outreach).

Our key personnel, denoted on our organizational chart, will be available to the extent proposed for the duration of the project and shall not be removed or replaced without the prior written concurrence of the City.



Key Team Member Resumes



Keith Corcoran, PE | PROJECT MANAGER/ CONSTRUCTION MANAGER OVERSIGHT

Keith is a California registered civil engineer with engineering, CM, inspection, and project management experience in water and wastewater facilities and infrastructure, including heavy civil, large-diameter pipelines, headworks facilities, pumping stations, treatment facilities, and water mains. He has experience providing construction services to some of the largest municipalities in Northern California, including the Sacramento Regional County Sanitation District. He will apply lessons learned from these and other CM projects to yours.

★ RELEVANT PROJECTS:

- Construction manager oversight for the AVCSO WWTP Improvements.
- Resident engineer for the Sacramento Regional County Sanitation District \$1.7 billion EchoWater projects.
- Project manager for the City of Stockton Wastewater Treatment Facility Rehabilitation CM project.
- Construction manager for the City of Roseville Aquifer Storage and Recovery Wells project.

EDUCATION

BS Environmental Engineering,
California Polytechnic State University,
San Luis Obispo, 2005

PROFESSIONAL CREDENTIALS

Civil Engineer, CA #75659

CURRENT LOCATION

Sacramento

CURRENT ASSIGNMENT

SASD, Harvest Water Project

LEVEL OF COMMITMENT TO THAT ASSIGNMENT

75%

AVAILABILITY

25%

YEARS OF EXPERIENCE/ YEARS WITH FIRM

20 / 19



Mauricio Gomez | CONSTRUCTION MANAGER/RESIDENT ENGINEER

Mauricio has experience in multiple areas of the construction industry ranging from conceptual design to construction inspection and execution. During pre-construction and construction, he supervises the day-to-day operations, such as mobilization, demolition, excavation, compaction, concrete reinforcement, concrete pours, piping, mechanical, electrical systems, and commissioning.

★ RELEVANT PROJECTS:

- Construction manager for the AVCSO, CA, WWTP Improvements.
- Construction project manager for the South County Regional Wastewater Authority, CA, UV Disinfection Facility.
- Project manager/safety manager (while with a previous firm) for the Sacramento Regional County Sanitation District, CA, EchoWater Project Return Active Sludge Project. Oversaw day-to-day construction activities.
- Construction manager for the City of Livermore, CA, Primary and Secondary Treatment Improvements Project.

EDUCATION

BS Construction Management,
California State University,
Fresno, 2009

PROFESSIONAL CREDENTIALS

OSHA Authorized Construction Trainer,
10 and 30-Hour Occupational and
Health Training Courses

CURRENT LOCATION

Sacramento

CURRENT ASSIGNMENT

City of Livermore, Primary and
Secondary Treatment Improvements
Project

LEVEL OF COMMITMENT TO THAT ASSIGNMENT

100% through September 2024

AVAILABILITY

50%

YEARS OF EXPERIENCE/ YEARS WITH FIRM

20 / 4



Ryan Sellman, PE | PRINCIPAL-IN-CHARGE

Ryan's experience includes CM services, resident engineering (RE), wastewater treatment process design, infrastructure design, civil design, facility planning, owner's advisor services, and modeling. Ryan has spent about half of his career in the field and the other half in the office working on planning and design projects. He brings a unique background to projects like Manteca's as he understands the design side and the construction side. Ryan has worked on multiple CM projects for Northern California clients, including the cities of Turlock and Modesto.

★ RELEVANT PROJECTS:

- Project engineer and construction manager for design and construction of the City of Turlock Secondary Clarifier No. 5 and Denitrification project.
- Project manager and construction manager for the design and construction of the City of Turlock Chemical Upgrades project.
- Resident engineer/construction manager for the City of Turlock Harding Drain Bypass Pump Station and Pipeline.
- Resident engineer for the City of Modesto Phase 2 Biological Nutrient Removal/Tertiary Treatment Facility.

EDUCATION

BS Civil Engineering, University of the Pacific, 2007

PROFESSIONAL CREDENTIALS

Civil Engineer, CA #76650

CURRENT LOCATION

Fresno

CURRENT ASSIGNMENT

City of Manteca, Thickening/
Dewatering and UV/Sidestream
City of Modesto, SCADA Upgrades

LEVEL OF COMMITMENT TO ASSIGNMENTS

20% and 30%, respectively

AVAILABILITY

50%

**YEARS OF EXPERIENCE/
YEARS WITH FIRM**

17 / 17



Jeff VanNest | INSPECTOR

Jeff has experience in construction, providing operation and inspection services, including 10 years of operations experience at water and WWTPs. His expertise includes inspection of concrete, civil, mechanical, and structural construction. Jeff is also proficient with the coordination of plant shutdowns with owners and contractors to complete work sequencing activities in a timely manner.

★ RELEVANT PROJECTS:

- Construction inspector for the AVCSO WWTP Improvements.
- Construction inspector for the City of Turlock Secondary Clarifier No. 5 and Denitrification project.
- Inspector for the Pinole-Hercules Water Pollution Control Plant Upgrade for the City of Pinole.
- Construction inspector for the City of Ukiah WWTP Improvements project.

EDUCATION

General Studies

PROFESSIONAL CREDENTIALS

Grade IV Wastewater Treatment Operator, NV

CURRENT LOCATION

Walnut Creek

CURRENT ASSIGNMENT

Central Contra Costa Sanitary District,
Blowers Project

LEVEL OF COMMITMENT TO THAT ASSIGNMENT

20% through September 2024

AVAILABILITY

100%

**YEARS OF EXPERIENCE/
YEARS WITH FIRM**

31 / 9



Ron Baker | ELECTRICAL INSPECTOR

Ron is an industrial foreman electrician with experience in project management and electrical layout and installation. He is an effective leader with an in-depth understanding of complex electrical systems in the wastewater and water treatment industry. Ron has electrical inspection experience on multiple CM projects for Northern California clients, including the City of Livermore.

RELEVANT PROJECTS:

- Electrical inspector for the City of Livermore Primary and Secondary Treatment Improvements project.
- Foreman electrician for San Joaquin Electric, Stockton.
- Foreman electrician for Auburn Constructors, Sacramento.
- Foreman electrician, Design Electrical, City of Auburn.

EDUCATION

OSHA 10
 NFPA 70E
 CPR/AED, Standard First Aid and Bloodborne Pathogens
 Competent Person Training

PROFESSIONAL CREDENTIALS

Certified General Electrician DIR, CA

CURRENT LOCATION

Walnut Creek

CURRENT ASSIGNMENT

City of Livermore, Primary and Secondary Treatment Improvements Project

LEVEL OF COMMITMENT TO THAT ASSIGNMENT

100% through September 2024

AVAILABILITY

40%

YEARS OF EXPERIENCE/ YEARS WITH FIRM

30+ / 1



Chris Vasquez | OPERATIONS AND START-UP

Chris has progressive operations experience where he started his career as an operator for the City of Fresno before transitioning to serving as an operations project manager for South County Regional Wastewater Authority (SCRWA) in Gilroy. Chris became Carollo's senior operations specialist in 2022 and has led our Northern California operations in all areas of process control, troubleshooting, and startup/commissioning of wastewater facilities. Chris is skillful and collaborative in working with design engineers and owners during startup of treatment processes. His recent operations support experience on wastewater treatment and startup projects includes Gilroy, Sunnyvale, and Richmond.

RELEVANT PROJECTS:

- Project manager and operations specialist for the SCRWA'S Wastewater Treatment and Reclamation Facility.
- CM team, providing insight and operation review of startup and shutdown plans for the SCRWA's Wastewater Treatment and Reclamation Facility in Gilroy.
- Lead operator for the City of Clovis Water Reclamation Facility.
- Senior wastewater treatment operator for the City of Fresno 80-mgd Conventional Wastewater Treatment Facility.

EDUCATION

MS Public Administration, University of Phoenix, 2018

BS Environmental Science, University of Phoenix, 2016

PROFESSIONAL CREDENTIALS

Wastewater Grade 5 Operator, California

CURRENT LOCATION

Fresno

CURRENT ASSIGNMENT

Operations support for multiple projects

LEVEL OF COMMITMENT TO THAT ASSIGNMENT

65%

AVAILABILITY

35%

YEARS OF EXPERIENCE/ YEARS WITH FIRM

20 / 2

Subconsultants

Kleinfelder – Materials Testing

Kleinfelder brings years of expertise in geotechnical and environmental engineering, including materials engineering and materials testing services. Kleinfelder is a leader in slope stability, liquefaction and lateral spread investigation/analysis and in mitigation design of geologic and seismic hazards. Knowledgeable geotechnical engineers oversee the field observation and proper use of field equipment, laboratory testing using regularly inspected and calibrated equipment, and computer-assisted technologies.

Work History with Carollo

Kleinfelder has worked on more than 15 Carollo-led projects in the Central Valley. Select local projects include:

- City of Modesto, CA – Jennings Road Corrosion Control Project (geotech).
- City of Turlock, CA – RWQCF Secondary Clarifier 5 and Denitrification Project (geotech and material testing).
- City of Modesto, CA – Jennings Phase 2 BNR/MBR and Tertiary Expansion (geotech).

KMP Strategies – Public Outreach


KMP is a full-service public outreach firm located in Sacramento, serving clients throughout California. KMP focuses on guiding public agencies through the planning and implementation of impactful projects through strategic, effective communications. They work from project inception to bring people together, celebrate project milestones and completes the information circle at the close of construction. KMP has worked on more than \$2 billion in construction projects and brings broad level understanding to each unique project.


Work History with Carollo

KMP has work history with Carollo. Select local projects providing public outreach include:

- SASD – Harvest Water project.
- City of Sacramento, Department of Utilities – Accelerated Water Meter Program.
- City of Sacramento, Department of Utilities – 5th Street Combine Sewer System Replacement project.
- City of Sacramento, Department of Utilities – Water Treatment Plant Upgrade Education project.
- City of Delano, biotta™ Wellhead Nitrate Treatment Pilot & Demonstration project.

California PE Licenses

	BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS	ISSUANCE DATE JANUARY 11 2010
		EXPIRATION DATE JUNE 30 2026
LICENSING DETAILS FOR: 75659		CURRENT DATE / TIME JULY 10 2024 11:31:7 AM
NAME: CORCORAN, KEITH THOMAS LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR	ADDRESS 2880 GATEWAY OAKS DR SUITE 300 SACRAMENTO CA 95833 SACRAMENTO COUNTY MAP	

	BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS	ISSUANCE DATE JULY 16 2010
		EXPIRATION DATE DECEMBER 31 2024
LICENSING DETAILS FOR: 76650		CURRENT DATE / TIME JULY 10 2024 11:33:27 AM
NAME: SELLMAN, RYAN MARSHALL LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR	ADDRESS 2795 MITCHELL DR WALNUT CREEK CA 94598 CONTRA COSTA COUNTY MAP	

CITY OF MANTECA / CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WQCF CAPACITY IMPROVEMENTS PROJECT

Representative CM Experience/References



WWTP Expansion

American Valley Community Services District, CA

Carollo provided engineering services during construction and full-time, on-site CM and inspection services for the AVCSD \$41 million WWTP Improvements in Quincy, California. Upgrades included a new grit and screenings removal facility, new AeroMod secondary treatment and solids digestion facility, new solids dewatering facilities, equalization basin improvements, chlorine contact basin and chemical system improvements, new effluent outfall pipeline, potable water pumping facility, full-site electrical system upgrades (including upsized electrical service), full SCADA system improvements for the new facilities, and ancillary items.

As the construction manager, Carollo helped streamline the installation and testing of the rammed aggregate pier piles, which was crucial to allow the contractor to install the foundation prior to the wet season. The CM team also managed and coordinated change conditions, funding agency requirements, and environmental requirements.

The project was awarded the Sacramento Section 2019 Outstanding Water/Wastewater Treatment Project of the Year by the American Society of Civil Engineers.

REFERENCE

Katie Nunn, Business Manager
900 Spanish Creek Road
Quincy, CA 95971-9393
530-283-0836

PROJECT DATES

2019 – 2023

SCHEDULE

Completed on Schedule

TEAM MEMBERS

Keith Corcoran, Mauricio Gomez, Jeff VanNest, Beverly Hann, Ron Baker (with previous firm)



Primary and Secondary Treatment Improvements

City of Livermore, CA

Carollo designed and provided CM services for replacement of the three influent screw pumps, rehabilitation of 42-inch-diameter influent pipelines using cured-in-place pipe, rehabilitation of the headworks, including bar screen rehabilitation, installation of a manual bar rack and channel grinder in the bypass channel, and temporary bypass pumping and screening system.

The project included primary sedimentation tank improvements consisting of replacement of the chain and flight mechanisms and effluent troughs, rehabilitation of the primary effluent pump station, including replacement of the three vertical turbine primary effluent pumps, replacement of the 48-inch buried header, and temporary bypass pumping system.

The project also included secondary clarifier improvements consisting of replacement of the sludge collector mechanism, concrete foundation, and density current baffle, installation of 31 slide gates, concrete rehabilitation and coatings for all project elements, replacement of tank and channel aluminum covers, and replacement of two MCCs and one PLC.

REFERENCE

Rick Teczon, Senior Civil Engineer
1052 South Livermore Avenue
Livermore, CA 94550
925-960-4514

PROJECT DATES

2020 – 2024 (Est.)

SCHEDULE

Currently on Schedule

TEAM MEMBERS

Mauricio Gomez, Ron Baker



Secondary Clarifier No. 5 and Denitrification CM

City of Turlock, CA

Carollo provided CM services for a new secondary clarifier at Turlock’s Regional Water Quality Control Facility. The \$18 million project also converted seven existing aeration basins to achieve denitrification of plant effluent to meet the new discharge permit limit for nitrate plus nitrite of 10 mg/L (as N).

Our onsite CM staff performed schedule review and analysis, change order and claim examination, and onsite coverage. Carollo used a web-based document tracking system, which allowed for strict control over document flow and the management of information. Also, as part of the CM services, we represented the City in administering the construction contract, provided responses to RFIs, and provided design clarifications. This project added a fifth secondary clarifier to increase capacity and improve secondary treatment performance, and modified the seven existing aeration basins to achieve denitrification at the City’s water quality control facility.

Other project elements include a mixed liquor flow distribution structure, RAS pumping station, scum pumping station, additions and modifications to electrical and instrumentation systems, and associated yard piping and paving and grading improvements.

REFERENCE

Stephen Fremming, Principal Engineer
156 South Broadway, Suite 150
Turlock, CA 95380
209-668-5417

PROJECT DATES

2017 – 2020

SCHEDULE

Completed on Schedule

TEAM MEMBERS

Jeff VanNest, Ryan Sellman



EchoWater Projects

Sacramento Regional County Sanitation District, CA

Regional San serves more than 1.4 million people, treating the entire Sacramento region’s wastewater at the Sacramento Regional Wastewater Treatment Plant. The plant was built in the late 1970s and became fully operational in 1982. Over the decades, Regional San has complied with strict water quality requirements; however, tough new regulations were imposed by the State in 2010. To meet these requirements, the plant needed a major upgrade with a complete new secondary process for biochemical oxygen demand and nutrient removal, effluent filtration, and new disinfection facilities.

Carollo worked with Regional San on four major design and construction contracts as part of the \$1.7 billion EchoWater project. This massive upgrade, which was required to be in place by 2021-2023, helps Regional San meet strict new water quality requirements and maximize water recycling opportunities (e.g., agricultural irrigation, public landscapes, and industrial processes). The EchoWater Project resulted in a nearly 95 percent reduction in ammonia discharged to the Sacramento-San Joaquin River Delta.

Carollo was responsible for the design and construction phases of the Flow Equalization, Return Activated Sludge Pumping, Nitrifying Sidestream Treatment, and Tertiary Treatment Facilities projects. All designs were delivered in a 3D BIM format.

REFERENCE

Michael Crooks, Program Manager
8521 Laguna Station Road
Elk Grove, CA 95758
916-875-9416

PROJECT DATES

2013 – 2023

SCHEDULE

Completed on Schedule

TEAM MEMBERS

Keith Corcoran, Mauricio Gomez, Ron Baker (with previous firm)

Approach

02 Approach







Carollo understands your project and has developed an approach to manage project risks and deliver your project on-schedule.

Project Understanding

The City is undertaking major secondary process improvements at the WQCF that includes a new primary effluent pump station, improvements to the north and south aeration basins, two new internal mixed liquor recycle pump stations, and electrical improvements. This project will require significant coordination with plant operations staff to coordinate permit compliance during process shutdown, bypass pumping, and commissioning of the new systems.

Carollo is very familiar with these project elements and the inherent challenges with construction within an existing operating plant while maintaining existing

treatment process and permit compliance. To be successful at addressing these challenges, your CM team must be highly communicative, possess strong project controls skills, and include scheduling experts that can adapt to rapidly changing conditions and contractor progress. Our team is well suited to lead the CM effort and is committed to seeing this project through to completion. The team is supported by a strong bench of in-house engineering staff ready to assist as-needed with any City-requested changes, unforeseen conditions, or design limitations that may arise during construction of facility improvements.

RISK AREA	DESIRED OBJECTIVE	OUR CM APPROACH
 Budget	Control budget and gain value for every dollar expended.	We will utilize value engineering at critical design milestones and provide proactive inspection while maintaining original design intent.
 Schedule	Meet interim milestones and overall completion dates.	Our team will review the preliminary construction schedule and work with the City and the designer to coordinate construction sequencing to meet the City's substantial completion date.
 Technical	Install equipment that is proven and reliable.	Our team has extensive wastewater experience and knowledge to support review of all design and construction submittals to meet or exceed the intent of the specifications.
 Construction	Avoid additional costs due to unforeseen construction and sequencing issues.	Our CM team is comprised of licensed engineers, operators, former contractors, and construction managers, all of whom have critical boots-on-the-ground experience to support constructability reviews, inspection, and plans for underground utility identification.
 Operations	Maintain plant operation and meet permit requirements throughout project.	Our team will engage plant operations early to coordinate temporary tie-ins and shutdowns.
 Startup and Commissioning	Smooth transition from bypass to full operations of the new equipment and treatment process.	Our team will work hand-in-hand with the contractor, designer and plant operations to develop a startup plan early in the project and update the plan after each shutdown, as needed.

Construction Management Approach



Constructability

Our first order of business is to review the plans and specifications in detail. We will review the front-end specifications to make sure each section is compatible with one another to eliminate any confusing language or gaps in the specifications. Carollo will also perform constructability review using our review guidelines, procedures, and checklists. These reviews will allow the team to address issues before the issues become potential change orders. This effort allows our team to familiarize ourselves with the project and create a risk registry to share with the City and design team. This gives the team an opportunity to discuss and, if needed, issue a design clarification and field directive.



Construction Document Management, Communications, and Meetings

Carollo understands the importance of using a dependable and flexible construction document management system and how essential it is in controlling costs, managing claims, and maintaining project schedule. Mauricio will be responsible for

coordination and act as the first-point-of-contact for all construction-related communications between the City and the contractor.


Mauricio will maintain strict control over the document flow and will manage document flow and information management as they apply to the contracted parties and associated project issues. In addition, our careful control over document flow will develop accurate records that may be required to support potential contract changes and to defend against claims.



Submittal Review Management and Processing

The submittal review process is often the last opportunity to provide quality in the final product before it is constructed. Therefore, a robust submittal review management process, combined with our approach to promptly assessing and processing each submittal, is key to project success.

When Carollo serves as the third-party construction manager, we share the risk as well as the reward for your project. For example, we will take a proactive role in conducting the initial review of submittals for completeness before either reviewing them ourselves or forwarding them to the design engineer for review.



Finding Cost and Risk Reduction During Review

Constructability and sequencing reviews provide opportunities to discover project improvements and potential risk and cost reductions. For example, on the San Jose WPCP Reliability Improvements Project, the contractor was required to provide bypass pumping around an existing structure for 14 days so structural modifications and tie-ins to that structure could be made. Our CM informally met with both the contractor and owner, and agreed on the specific goals to be achieved during shutdown which helped to better interpret the shutdown intent. Because of these informal meetings and discussions, the shutdown activities were re-organized with written agreement from all parties, and the contractor was able to complete the work in 10 days. This saved the contractor four days in the schedule and **reduced the City's risk and cost by \$80,000, by eliminating the need for four days of bypass pumping.**

For submittals that include “or-equal” items or contain exceptions from the specified product or equipment, we will request that the contractor or their suppliers include a written list of deviations and provide reasons for the proposed changes, so the design engineer can quickly review and determine whether the proposed equipment or product will meet the design intent and quality of the specified product or equipment. This approach will save the City money by reducing submittal cycle time and resolving material issues without delays.

 **RFI Review Management and Processing**

Carollo will coordinate and manage the RFI submittal process and screen RFIs for completeness before forwarding them to the City and design engineer for review. Any field related responses required will be prepared by our CM team to expedite the process and then confirmed through the design engineer and City. Timely response to all RFIs is critical to maintaining the construction schedule and to avoid potential claims.

We have found some contractors generate unnecessary RFIs, with many RFIs relating to “means and methods” that are the contractor’s responsibility. In other cases, problems are caused by a lack of coordination between the contractor and their subcontractors. To make sure that only merited RFIs are reviewed, we will require the contractor to concisely describe the issue for which clarification or interpretation is sought and explain why a response is needed. When possible, our CM team will make decisions in the field to resolve minor design issues. Major questions that need to be resolved by re-evaluation of the original design intent will be forwarded to the design engineer for clarification and design change, if necessary.

 **Inspection and Materials Testing**

Our CM team includes experienced inspectors and material testing staff to verify that the construction complies with the design documents.

During active construction, we will provide full-time, qualified staff for onsite management and field inspection to prepare inspection reports, materials installation tracking logs, and photographic records. Our CM team’s inspection staff will also track actual start and finish dates against the contractor’s schedule



AUTODESK
Construction Cloud

Carollo proposes the use of a web-based document management system to file, track, and link all documents to manage the project and maintain schedule and budget compliance.

for use in regular schedule review sessions. In addition, our CM team will monitor the contractor’s upkeep of the project as-built drawings and recommend approving progress payments contingent upon the acceptability of the working as-built markups.

We will employ the services of Kleinfelder to provide materials testing and select specialty inspection services. Kleinfelder local office in Stockton can provide rapid response to request for material testing and specialty inspection support.

 **Regulatory Permitting Support**

Carollo provides regulatory permitting support, including National Pollutant Discharge Elimination System (NPDES) permitting and compliance, for many Northern California cities and agencies. We have a long-standing working relationship with the Regional Water Quality Control Board (RWQCB) and have negotiated directly with the RWQCB on behalf of our clients for phases of the permitting process, making sure that their best interests are considered. We can help assist the City during the construction phase in negotiating amicable permit requirements until construction is completed and operating with the new equipment and process online.



Safety Plan

Safety is paramount for any construction project. Carollo believes each employee is owed a safe working environment that protects the health and safety of all parties working at the plant site. To achieve this, we will prepare a comprehensive Safety Plan that will be used to monitor site safety and to avoid accidents, injuries, and equipment damage for our CM team.

We will check that the contractor’s safety plan has been prepared and approved by the contractor’s safety consultant before construction begins. In addition, we will maintain a log of the amount of time spent by the safety consultant onsite to demonstrate that the minimum health and safety requirements of the contract documents are met. If we observe unsafe field conditions created by the contractor, we will report these deficiencies to the contractor’s safety consultant and request for immediate corrective measures. Copies of our safety deficiency write-ups will also be submitted to the plant’s safety officer for documentation and filed in the project’s document management system for record keeping.



Training, Startup, and Commissioning

Planning for training, startup, and commissioning will begin on day one of the project. This is critical, since all construction activities must lead to successful commissioning and plant startup. Our experience with other treatment plants and operations staff will aid in the commissioning and personnel training. Our CM team will work closely with the design engineer and the City to confirm that the equipment suppliers submit the proper equipment O&M manuals and training materials well in advance of the scheduled training sessions for plant staff.

Project success will largely depend on how effectively start up and commissioning is conducted at each interim sequencing milestone and at project completion. We will review the contractor’s startup and commissioning plan to make sure the proper procedures, equipment, logs, and forms are in place before the start of each test to achieve successful startup and commissioning at the most important stage of the project. In addition, we have included an operational support specialist to our team to help streamline startup. **Chris Vasquez** and his team will provide certified operators to review the startup plans, assist in the procedures, and provide troubleshooting support. Our goal is to not only start up the equipment, but to leave the City’s O&M staff comfortable and confident to run the new system on their own.



Record Documents

Having a complete and accurate set of record documents at the completion of the project is a necessary documentation step for future reference and construction. Our CM team will maintain its own “redline” markups of the contract drawings and specifications showing all approved contract modifications through change orders and RFIs, as well as information regarding underground utilities.

We will perform a review of the contractor’s working record documents and advise them and the City about the status. We recommend approving progress payments beyond 90 percent completion contingent upon the acceptability of the working record documents. At project completion, we will reconcile our markups with the contractor’s markups and provide these to the design engineer to prepare the final record drawings.



Information control for detailed project records

For the City of Turlock's Secondary Clarifier No. 5 and Denitrification CM Project, Carollo used a web-based document tracking system, which allowed for strict control over document flow and the management of information. **This allowed for the maintenance of detailed and accurate project records including inspection reports, photos, meeting minutes, and log decisions.**



When the final punch list items have been completed or resolved, we will recommend acceptance by the City. The Carollo team uses this systematic approach to bring all of these elements together to achieve project success.



Project Closeout

As the project nears completion, our CM team will begin preparing project files, manuals, record drawings, and other project information in an organized manner for submittal to the City. Our closeout activities will include: verifying completion of punch list items; accepting and distributing all contract-required spare parts, training manuals, and other information; and processing final payment and negotiated withholdings, release of retention, lien release verification, and warranty transfer. Every relevant contractor deliverable will be tracked, logged, and closely reviewed and evaluated during closeout to provide proper documentation to the City for safe record keeping.

Project Management

Project Planning and Management

As your construction manager, we will represent the City in administering your CIP projects to see that the requirements of the contract documents are met. We will work as an extension of the City and plant staff to provide leadership and positive direction to the project. Our primary objective is to build a smooth-running, efficient CM team that incorporates the best from the City, plant staff, design team, and the contractors.

We will prepare a comprehensive Construction Management Plan that outlines our company goals and procedures for project management, CM, communications plan, project controls, quality control, claims mitigation strategy, close out procedures, and various other procedures required to properly execute our CM duties on your project.

Our project manager, Keith Corcoran, will use this plan to develop a project-specific Contract Administration Manual (CAM) at the start of construction of each project that is tailored to the requirements of that project. The CAM will clearly identify staffing assignments, roles and responsibilities of all team members, chain of command, lines of communication among stakeholders, as well as procedures for filing, document tracking and retrieval, reporting, and cost and schedule controls. The CAM will be a living document and will be modified as needed during construction to meet project-specific needs, changed conditions, and to improve responsiveness.

At the start of the construction contract and beginning with the preconstruction conference, we will set the tone of the project by establishing the proper chain of command among all parties. For example, we will strongly enforce the requirements of the contract documents and will not allow the contractor to proceed without the proper submittal approvals on materials and equipment. We will review engineering proposals from the contractor with assistance from the City, plant staff, and the designer to expedite a quick response so these proposals will not delay the project schedule.

Scope, Schedule, and Cost Control

Our CM team's scope, schedule, and budget are effectively managed on each task we perform. Carollo's proposed scope of work is also attached in Appendix C.

- **Scope control.** Keith will prepare resource goals for each team member. Individual work plans will be developed for each task prior to any work kicking-off. These work plans provide a detailed definition of how the project will be executed with the City's budget, a detailed work breakdown structure showing the sequence of all work, and a detailed list of specific deliverables.
- **Schedule control.** Keith will track the overall project status and will report the schedule status at regular check-ins with the City.
- **Cost control.** Cost control begins from the first day of project initiation. Keith will provide frequent review and comparison of costs incurred versus percent complete, which offers the best method of controlling costs and ensuring performance within the budget. Where necessary, staffing may be adjusted to accelerate completion of a task to match the contractor's progress to meet budget and schedule.

Project Status Reporting System

Timely, effective communication is critical to confirm expectations and encourage internal and external stakeholder input that results in a successful project. In addition to the tools described above, we will promote this by employing the following:

- **Management check-ins.** Keith will communicate with you weekly or more frequently if needed to review issues and to discuss project direction and decisions needed for various tasks to continue in a timely manner. These weekly check-ins will be organized around a standard working agenda, target purposeful and efficient discussion, and result in a list of actionable items to improve project management and CM coordination.
- **Effective use of weekly construction meetings.** Your time and the time being requested of any construction team member is valuable, hence we are sticklers about:
 - » Planning each progress construction meeting and other meetings such that attendees will be fully prepared to participate in the discussion.
 - » Providing a standing agenda in advance for key topics of discussion, including but not be limited to contract time status, safety and security issues, look-ahead schedule reviews, submittal/RFI/change order logs and review status, plant coordination and shutdown activities, startup and commissioning, training, field order status, non-compliance notices, and action items.
 - » Facilitating discussions to cover the desired topics and build trust among the construction team members.
 - » Distributing meeting minutes and following up on key issues and action items identified.
- **Construction Reports.** We will prepare and submit regular construction reports to inform progress and to comply with funding disbursement requirements. Each report will include the following items:
 - » Executive Summary.
 - » Work Performed Each Month.
 - » Project Issues.
 - » RFI and Submittal Review Summary.

- » Change Order Summary.
- » Project Schedule and Budget Summary.
- » Appendix.

As requested in the RFP, our sample monthly report for the City of Ukiah is included in Appendix A.



Communication Methods and Meetings

Based on our CM experience, the following major meetings and suggested frequency have proven to be successful to conduct during the construction period to improve communication among all stakeholders. We will work with the City and plant staff to review each meeting prior to finalizing the scope to decide which meeting type and frequency will benefit the City and the projects.

Meeting Type	Frequency Per Project
Management Check-in	Weekly
Preconstruction	One
Construction Progress	Weekly
Preconstruction Scheduling	One
Baseline Schedule Review	Two
Schedule Update	Monthly
Document Management	One
Software Training	Multiple
Quality Control	6 to 12
Partnering (Optional)	One per piece of equipment
Equipment Pre-submittal	One per piece of equipment
Equipment Pre-installation	One per shutdown request
Pre-shutdown	Multiple
Commissioning Coordination	Multiple
EI&C Coordination	Weekly
Walk-about with O&M Staff	Multiple
Process Shutdown and Plant Tie-in Coordination	As Needed
Change Order Requests	Multiple
Startup and Commissioning	Multiple
Staff Training	Weekly
Design Consulting Coordination	One
Project Close-out	One
Post-construction	One

CITY OF MANTEGA / CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WQCF CAPACITY IMPROVEMENTS PROJECT

» Greater Quality Control and Assurance

To maintain quality for your construction project, we will prepare daily inspection reports and archive test records and documents, prepare and submit redline drawings to the design engineer, and complete punch list items to make sure you get what you paid for.

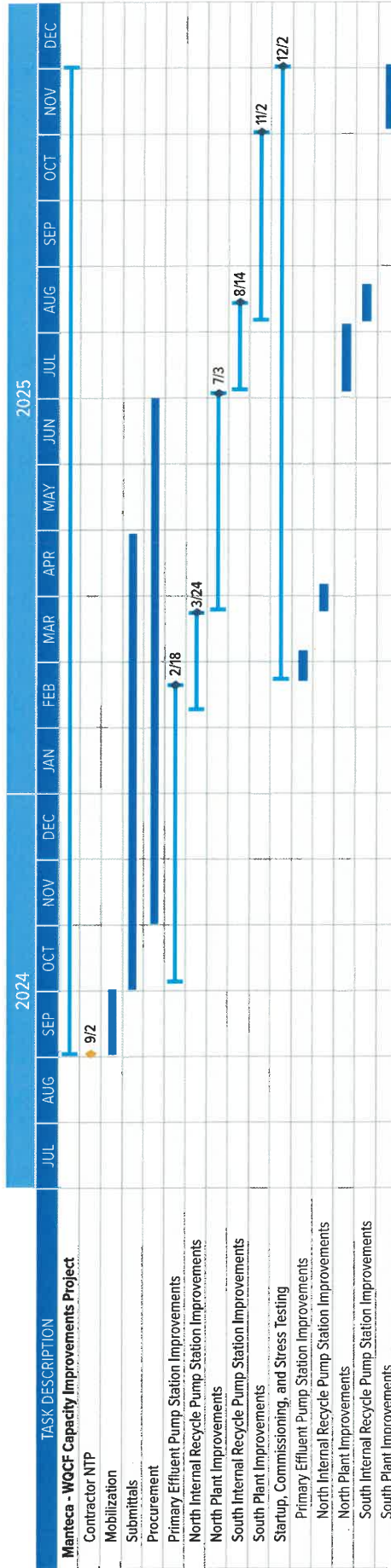
Schedule

ATTACHMENT 6

03 Schedule

We have built a preliminary project schedule based on the information provided. Below is a summation of the major project tasks anticipated. Please note, this illustrates the project phasing in sequence per the specifications. We anticipate the project taking approximately 14 months, which is understandably longer than the City's anticipated duration. Carollo can work with the City and design engineer to better understand the project constraints, demonstrate the contractual risks of requiring a very tight schedule, and collaborate on the best path forward for the City.

These activities shown are each a summary of detailed activities and durations that can be found in the full project schedule provided in Appendix B.



Appendices

A. Sample Monthly Report

CITY OF UKIAH
RECYCLED WATER PROJECT
PHASES 1-3

CWSRF Project No. C-06-8076-110

CWSRF Agreement No. D16-01035



MONTHLY REPORT

June 2019

Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and State bond proceeds. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (Gov. Code § 7550, 40 CFR § 31.20.)”

SUMMARY OF CONSTRUCTION STATUS

June 2019

ATTACHMENT 6

• **Contractor: Ghilotti Construction Company**

Base Contract Amount.....	\$ 22,357,358.00
Change Orders Executed.....	\$ 9,335,654.34
Total Contract Value	\$ 31,693,012.34
Base Contract Amount Earnings	\$ 23,571,517.46
Chlorine Contact Basin Earnings	\$ 3,999,092.00
Oak Manor Drive Earnings	\$ 3,316,366.99
Total Progress Payment for June (includes retention)*	\$ 2,511,510.54
Total Retention Withheld (total).....	\$ 1,544,348.82
Payments to Ghilotti Construction (excludes retention)*	\$ 26,956,692.61
Estimated Percent Complete	97%

• **Schedule**

Notice to Proceed.....	January 3, 2018
Base Contract Duration	331 consecutive days
Original Completion Date.....	November 30, 2018
Time Extension Authorized.....	0 days
Revised Duration	331 consecutive days
Revised Completion Date.....	November 30, 2018
Weather Days (included in base duration)	20 days
Weather Days Expended (including those in time expended)	74 days
Time Expended.....	543 Days
Percent Time Expended	164.0%

*Payments listed include approved payment requests and payments made for completed work

Construction Manager's Summary for June 2019

1. Schedule

The schedule update for work completed in June has been submitted and reviewed. Several changes to the work have been made that will impact the contract completion date including the addition of underground pipelines and paving work on Oak Manor, construction of the chlorine contact basin at the treatment plant site, and the revision to several portions of the pipeline alignment. The contractor was delayed zero days in June, (15) days since the beginning of the year, and for the first several months of the project (Spring 2018) due to weather.

The contract completion date without consideration of any potential time extensions is November 30, 2018. The most recent schedule update provided by the contractor has a substantial completion date of July 30, 2019. Additional delays have resulted from pending design clarifications, addition of work to the contract, and contractor availability from impacts during the rainy season. Long lead items such as the generator were delayed by design changes and arrived on site the last week of May. Also the pump station surge tank coating was found to be defective and was removed from the site and shipped back to the manufacturer.

2. Work Progress

GENERAL

There were no first time submittals in June. A total of 119 first time submittals have been submitted and reviewed by the contractor. There were no new requests for information (RFIs) that were submitted in June. To date, a total of 92 requests have been submitted and responded to.

There were no inclement weather days in May.

Contractor continued work on the restoration of pipeline areas with the paving of Oak Manor Drive. Contractor spent the majority of effort this month on the pond pump station. The standby generator was set in place at the end of May and work this month focused in anchoring it within the containment area and wiring it to the pump station and the SCADA system. Electrical metering and generator transfer switch wiring was installed.

The motor control centers were placed last month and this month the switchgear wiring and control center wiring to the pumps was installed. Cable terminations for the pumps and local control panels were completed. Fiberoptic cable was installed from the main plant out to the pond pump station. Lighting and outlets were installed.

The fence crew installed security fencing and gates around the entire pond complex and inside the drainage waterways adjacent to the ponds. Layfield made repairs to the pond liner where tears and other defects were found.

Power was connected to the site and the initial electrical control testing for the pump station and generator began. Control logic was downloaded into the local PLC and testing initiated.

Contractor worked on the punchlist for the recycled water pipeline work.

3. Environmental Compliance

No work was performed in environmentally sensitive areas.

4. Contract Changes

Two change orders were processed in June. To date, a total of 13 change orders have been processed with total value of \$9,171,793.86.

Other potential change items are pending, in review, and/or are being negotiated with the contractor. These items, as they relate to different aspects of the project, will be separated into individual change orders for funding and accounting purposes.

5. Field Orders

A field order is issued when sufficient time does not exist to reach agreement on a front priced change order or when the scope of work cannot be sufficiently defined to develop a cost proposal. No field orders have been processed.

6. Testing

Compaction testing of the backfill material was completed throughout the month. Test results showed that the compaction effort is acceptable and all failing tests were reworked to achieve a passing result.

Concrete sampling and testing and compaction testing is provided by an independent lab provided by the contractor.

7. Anticipated Work for Next Month

Complete electrical equipment, shade enclosure, generator enclosure, transformer and meter concrete pads. Complete electrical circuit and startup testing. .

Perform punchlist walk of pond pump station and issue corrections list to the contractor.

PROJECT ADMINISTRATION

SUBMITTAL STATUS

	Received to Date	June	Returned	Pending
First time drawing submittals	119	0	119	0
Request for Information	92	0	92	0

FIELD ORDERS

	Total	June	Active	Total Cost of Active Orders
Field Orders Issued	0	0	0	\$0.00

CHANGE ORDER SUMMARY

	Total	June	
Value of Change Orders Executed in June	13	2	\$(-65,792.05)
Value of Change Orders Executed to Date			\$9,171,793.86
Percent to Date of Original Contract			41.0%

WEATHER RELATED DAYS

	Days
Base Contract Allowance	20
Weather Related Days in June	0
Weather Related Days to Date (not accurate accounting of days experienced during project)	76



Installing generator drain manhole (6/3/19)



Setting fence posts at pond perimeter (6/4/19)



Setting up forms for pipe supports at pond pump station (6/5/19)



Repairing failed subgrade at Cell 2 (6/5/19)



Pulling and terminating wire at pump VFDs (6/10/19)



Re-installing liner after repairs to Cell 2 (6/11/19)



Installing gates and fence to secure facility perimeter (6/12/19)



Installing conduit and wire at pond pump station (6/14/19)



Terminating and testing fiberoptic cable at electrical panels (6/18/19)



Fiberoptic cable pulled back to existing plant communication cabinet (6/18/19)



Load bank used to test standby generator (6/19/19)



Generator technician monitoring power delivery and communications (6/19/19)

B. Full Project Schedule

ID	Task Name	Task Mode	Duration	Start	Finish	Predecessors	4	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026
								Jun	Jul	Aug	Sep	Oct	Nov	Dec
Manteca - WQCF Capacity Improvements Project														
1	Contractor NTP	327 days	Mon 9/2/24	Tue 12/2/25										
2	Mobilization	1 day	Mon 9/2/24	Mon 9/2/24										
3	Submittals	22 days	Mon 9/2/24	Tue 10/1/24										
4	Procurement	129 days	Tue 10/1/24	Fri 3/28/25										
5		172 days	Fri 11/1/24	Mon 6/30/25										
6														
Primary Effluent Pump Station Improvements														
7	Isolate 18" RAS	97 days	Mon 10/7/24	Tue 2/18/25										
8	Install new 18" RAS bypass	1 day	Mon 10/7/24	Mon 10/7/24										
9	Demo 18" RAS	5 days	Tue 10/8/24	Mon 10/14/24										
10	RAS Pump station shutdown and tie-in	1 day	Tue 10/15/24	Tue 10/15/24										
11	Biotower Pump Station Demo (Bid alternate)	1 day	Tue 10/15/24	Tue 10/15/24										
12	Relocate DAF air equipment and existing polymer injection line	10 days	Tue 10/15/24	Mon 10/28/24										
13	Excavate and prepare subgrade	3 days	Wed 10/16/24	Fri 10/18/24										
14	Formwork, rebar, concrete slab placement and cure	5 days	Mon 10/21/24	Fri 10/25/24										
15	Formwork, rebar, concrete wall placement and cure	15 days	Wed 10/30/24	Tue 11/19/24										
16	Install mechanical equipment and piping	22 days	Tue 11/19/24	Wed 12/18/24										
17	Install electrical improvement	22 days	Thu 12/19/24	Fri 1/17/25										
18	Install instrumentation	15 days	Thu 12/19/24	Wed 1/8/25										
19	Install handrail and grating	22 days	Mon 1/20/25	Tue 2/18/25										
20		15 days	Mon 1/20/25	Fri 2/7/25										
North Internal Recycle Pump Station Improvements														
21	Excavate and prepare subgrade	31 days	Mon 2/10/25	Mon 3/24/25										
22	Formwork, rebar, concrete slab placement and cure	5 days	Mon 2/10/25	Fri 2/14/25										
23	Install mechanical equipment and piping	3 days	Mon 2/17/25	Wed 2/19/25										
24	Install electrical improvement	10 days	Thu 2/20/25	Wed 3/5/25										
25	Install instrumentation	10 days	Thu 3/6/25	Wed 3/19/25										
26		3 days	Thu 3/20/25	Mon 3/24/25										
27														
28														
North Plant Improvements														
29	Install temporary pumps	73 days	Tue 3/25/25	Thu 7/3/25										
30	Install temporary stop plates in influent channel	3 days	Tue 3/25/25	Thu 3/27/25										
31	Install temporary stop plates in effluent channel	3 days	Fri 3/28/25	Tue 4/1/25										
32	Temporary drainage of influent & effluent channel and NAB#2	3 days	Fri 3/28/25	Tue 4/1/25										
33	Install overflow weir in influent channel	1 day	Fri 3/28/25	Fri 3/28/25										
34	Install two (2) 36" DIP at influent channel and primary effluent PS	5 days	Sat 3/29/25	Thu 4/3/25										
35	Demo RAS line at influent channel	8 days	Tue 4/1/25	Thu 4/10/25										
36	Install 30" DIP and valve including wall penetration at effluent channel	2 days	Tue 4/15/25	Wed 4/16/25										
37	Drain NAB#3 and NAB#4	3 days	Fri 4/4/25	Tue 4/8/25										
38		1 day	Tue 4/15/25	Tue 4/15/25										

Project: Manteca WQCF Project
Date: Mon 7/22/24

Task: [Task] [Split] [Milestone] [Summary]

Project Summary: [Project Summary] [Inactive Task] [Inactive Milestone] [Inactive Summary]

Manual Task: [Manual Task] [Duration-only] [Manual Summary Rollup] [Manual Summary]

Start-only: [Start-only] [Finish-only] [External Tasks] [External Milestone]

Deadline: [Deadline] [Progress] [Manual Progress]

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Timeline														
							4 Jun	Qtr 3, 2024 Jul	Aug	Qtr 4, 2024 Sep	Oct	Nov	Dec	Jan	Feb	Qtr 1, 2025 Mar	Apr	May	Jun	Qtr 2, 2025 Jul	Aug
74	★	Modify existing Glycerin Injection System and route lines to Zone D1 (typ.2) mixers	3 days	Tue 4/22/25	Thu 4/24/25		[Gantt chart showing task completion from 4/22/25 to 4/24/25]														
75	★	South Internal Recycle Pump Station Improvements	29 days	Mon 7/7/25	Thu 8/14/25		[Gantt chart showing task completion from 7/7/25 to 8/14/25]														
76	★	Excavate and prepare subgrade	5 days	Mon 7/7/25	Fri 7/11/25		[Gantt chart showing task completion from 7/7/25 to 7/11/25]														
77	★	Formwork, rebar, concrete slab placement and cure	3 days	Mon 7/14/25	Wed 7/16/25		[Gantt chart showing task completion from 7/14/25 to 7/16/25]														
78	★	Install mechanical equipment and piping	10 days	Sat 7/19/25	Thu 7/31/25		[Gantt chart showing task completion from 7/19/25 to 7/31/25]														
79	★	Install new pipe penetration through concrete wall into existing RAS box	5 days	Sat 8/2/25	Thu 8/7/25		[Gantt chart showing task completion from 8/2/25 to 8/7/25]														
80	★	Install electrical improvement	10 days	Sat 8/2/25	Thu 8/14/25		[Gantt chart showing task completion from 8/2/25 to 8/14/25]														
81	★	Install instrumentation	3 days	Sat 8/2/25	Tue 8/5/25		[Gantt chart showing task completion from 8/2/25 to 8/5/25]														
82	★						[Gantt chart showing task completion from 8/2/25 to 8/5/25]														
83	★						[Gantt chart showing task completion from 8/2/25 to 8/5/25]														
84	★	South Plant Improvements	63 days	Wed 8/6/25	Sun 11/2/25		[Gantt chart showing task completion from 8/6/25 to 11/2/25]														
85	★	Install inflatable plug on the existing 48" line	1 day	Wed 8/6/25	Wed 8/6/25		[Gantt chart showing task completion on 8/6/25]														
86	★	Remove existing 48" - 90° bend and install tee with isolation valve	3 days	Thu 8/7/25	Mon 8/11/25		[Gantt chart showing task completion from 8/7/25 to 8/11/25]														
87	★	Drain SAB#6	1 day	Thu 8/7/25	Thu 8/7/25		[Gantt chart showing task completion on 8/7/25]														
88	★	SAB#6: demo portion of the existing Internal Recycle pipeline	5 days	Sun 8/10/25	Thu 8/14/25		[Gantt chart showing task completion from 8/10/25 to 8/14/25]														
89	★	SAB#6: Re-program Zone D mixers and test for operational acceptance	5 days	Sun 8/10/25	Thu 8/14/25		[Gantt chart showing task completion from 8/10/25 to 8/14/25]														
90	★	SAB#6: Remove & relocate existing diffuser pods in Zones E and D	10 days	Sun 8/10/25	Thu 8/21/25		[Gantt chart showing task completion from 8/10/25 to 8/21/25]														
91	★	SAB#6: modify existing concrete baffle wall (Zone A - Zone B)	5 days	Sun 8/10/25	Thu 8/14/25		[Gantt chart showing task completion from 8/10/25 to 8/14/25]														
92	★	SAB#6: install leveling plates on the top of wall and fill openings	5 days	Sun 8/17/25	Thu 8/21/25		[Gantt chart showing task completion from 8/17/25 to 8/21/25]														
93	★	SAB#6: modify existing concrete baffle wall (Zone D - Zone E)	5 days	Sun 8/17/25	Thu 8/21/25		[Gantt chart showing task completion from 8/17/25 to 8/21/25]														
94	★	SAB#6: Sawcut existing concrete (Zone E - Effluent Channel) and install weir plate	5 days	Sun 8/17/25	Thu 8/21/25		[Gantt chart showing task completion from 8/17/25 to 8/21/25]														
95	★	SAB#6 return to service	1 day	Sun 8/24/25	Sun 8/24/25		[Gantt chart showing task completion on 8/24/25]														
96	★	Drain SAB#7	1 day	Mon 8/25/25	Mon 8/25/25		[Gantt chart showing task completion on 8/25/25]														
97	★	SAB#7: demo portion of the existing Internal Recycle pipeline	5 days	Tue 8/26/25	Mon 9/1/25		[Gantt chart showing task completion from 8/26/25 to 9/1/25]														
98	★	SAB#7: Remove & relocate existing diffuser pods in Zones E and D	5 days	Tue 8/26/25	Mon 9/1/25		[Gantt chart showing task completion from 8/26/25 to 9/1/25]														
99	★	SAB#7: modify existing concrete baffle wall (Zone A - Zone B)	10 days	Tue 8/26/25	Mon 9/8/25		[Gantt chart showing task completion from 8/26/25 to 9/8/25]														
100	★	SAB#7: Install leveling plates on the top of wall and fill openings	5 days	Tue 9/2/25	Mon 9/8/25		[Gantt chart showing task completion from 9/2/25 to 9/8/25]														
101	★	SAB#7: modify existing concrete baffle wall (Zone D - Zone E)	5 days	Tue 9/2/25	Mon 9/8/25		[Gantt chart showing task completion from 9/2/25 to 9/8/25]														
102	★	SAB#7: Sawcut existing concrete (Zone E - Effluent Channel) and install weir plate	5 days	Tue 9/2/25	Mon 9/8/25		[Gantt chart showing task completion from 9/2/25 to 9/8/25]														
103	★	SAB#7 return to service	5 days	Mon 9/8/25	Fri 9/12/25		[Gantt chart showing task completion from 9/8/25 to 9/12/25]														
104	★	Drain SAB#8	1 day	Tue 9/9/25	Tue 9/9/25		[Gantt chart showing task completion on 9/9/25]														
105	★	SAB#8: demo portion of the existing Internal Recycle pipeline	5 days	Wed 9/10/25	Tue 9/16/25		[Gantt chart showing task completion from 9/10/25 to 9/16/25]														
106	★	SAB#8: Remove & relocate existing diffuser pods in Zones E and D	5 days	Wed 9/10/25	Tue 9/16/25		[Gantt chart showing task completion from 9/10/25 to 9/16/25]														
107	★	SAB#8: modify existing concrete baffle wall (Zone A - Zone B)	10 days	Wed 9/10/25	Tue 9/23/25		[Gantt chart showing task completion from 9/10/25 to 9/23/25]														
108	★	SAB#8: Install leveling plates on the top of wall and fill openings	5 days	Wed 9/17/25	Tue 9/23/25		[Gantt chart showing task completion from 9/17/25 to 9/23/25]														
109	★	SAB#8: modify existing concrete baffle wall (Zone D - Zone E)	5 days	Wed 9/17/25	Tue 9/23/25		[Gantt chart showing task completion from 9/17/25 to 9/23/25]														

Project: Manteca WQCP Project
Date: Mon 7/22/24

Task Split Milestone Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	4	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025
110	★	SAB#8: Sawcut existing concrete (Zone E - Effluent Channel) and install weir plate	5 days	Wed 9/17/25	Tue 9/23/25								
111	★	SAB#8 return to service	1 day	Tue 9/23/25	Tue 9/23/25								
112	★	Drain SAB#9	1 day	Wed 9/24/25	Wed 9/24/25								
113	★	SAB#9: demo portion of the existing Internal Recycle pipeline	5 days	Thu 9/25/25	Wed 10/1/25								
114	★	SAB#9: Remove & relocate existing diffuser pods in Zones E and D	5 days	Thu 9/25/25	Wed 10/1/25								
115	★	SAB#9: modify existing concrete baffle wall (Zone A - Zone B)	10 days	Thu 9/25/25	Wed 10/8/25								
116	★	SAB#9: Install leveling plates on the top of wall and fill openings	5 days	Thu 10/2/25	Wed 10/8/25								
117	★	SAB#9: modify existing concrete baffle wall (Zone D - Zone E)	5 days	Thu 10/2/25	Wed 10/8/25								
118	★	SAB#9: Sawcut existing concrete (Zone E - Effluent Channel) and install weir plate	5 days	Thu 10/2/25	Wed 10/8/25								
119	★	SAB#9 return to service	1 day	Thu 10/9/25	Thu 10/9/25								
120	★	Drain SAB#10	1 day	Thu 10/16/25	Thu 10/16/25								
121	★	SAB#10: demo portion of the existing Internal Recycle pipeline	5 days	Sun 10/19/25	Thu 10/23/25								
122	★	SAB#10: Remove & relocate existing diffuser pods in Zones E and D	5 days	Sun 10/19/25	Thu 10/23/25								
123	★	SAB#10: modify existing concrete baffle wall (Zone A - Zone B)	10 days	Sun 10/19/25	Thu 10/30/25								
124	★	SAB#10: Install leveling plates on the top of wall and fill openings	5 days	Sun 10/26/25	Thu 10/30/25								
125	★	SAB#10: modify existing concrete baffle wall (Zone D - Zone E)	5 days	Sun 10/26/25	Thu 10/30/25								
126	★	SAB#10: Sawcut existing concrete (Zone E - Effluent Channel) and install weir plate	5 days	Sun 10/26/25	Thu 10/30/25								
127	★	SAB#10 return to service	1 day	Sun 11/2/25	Sun 11/2/25								
128	★												
129	→	Startup, Commissioning, and Stress Testing	205 days	Wed 2/19/25	Tue 12/2/25								
130	→	Primary Effluent Pump Station Improvements	10 days	Wed 2/19/25	Tue 3/4/25	19							
131	→	North Internal Recycle Pump Station Improvements	10 days	Tue 3/25/25	Mon 4/7/25	27							
132	→	North Plant Improvements	22 days	Fri 7/4/25	Mon 8/4/25	73							
133	→	South Internal Recycle Pump Station Improvements	10 days	Wed 8/6/25	Tue 8/19/25	82							
134	→	South Plant Improvements	22 days	Mon 11/3/25	Tue 12/2/25	127							

Project: Manteca WQCP Project
Date: Mon 7/22/24

Task: Project Summary, Inactive Task, Inactive Milestone, Inactive Summary

Milestone: Manual Task, Duration-only, Manual Summary Rollup, Manual Summary

Summary: Start-only, Finish-only, External Tasks, External Milestone

Legend: Deadline (green arrow), Progress (blue bar), Manual Progress (grey bar)

C. Scope of Work

C. Scope of Work

Task 1 – File Management Software Program

This project requires the use of a document management and storage system similar to Microsoft's SharePoint. The main objective of this task is to avoid using email to transmit project related documents like submittals, RFIs, schedules, etc., as well as maintain project files organized and up to date with the capability to easily transfer all folders and files to the city's server. Consultant shall provide a minimum 10 user account for the City/Contractor team's use. Carollo is proposing to use Autodesk Construction Cloud for the file Management Software Program.

The following includes minimum software requirements:

- Track and manage all documents (including different document versions and authors). File storage to maintain project files from the start of the project until city issues Notice of Completion.
- Files shall remain available for city transfer a minimum of 120 days following the Notice of Completion issued to the contractor.
- Allow users to submit/upload, RFIs, submittals, warranties, and any type of documents.
- File management software must be compatible with Microsoft Office Suite.
- Maintain the latest project schedule, permit documents, etc.
- City staff shall have administrative rights to the software program. Other users would be limited to uploading documents, and viewing documents, for example.
- Consultant shall work with City staff at the end to transfer all files to the City's server (i.e., allow ease of file downloads).
- Consultant shall maintain and troubleshoot file sharing site as needed to maintain project flow and prevent delays. Files shall remain secure and free of viruses.
- File structures and organization will require city input and approval.
- Final software selection will be made by city staff.
- Consultant shall provide electronic copies of all submittals, reports, etc. as PDF, MS Word, and AutoCAD versions for City use.

Task 2 – Preconstruction Services

- Coordinate with Contractor, City, and other parties involved to schedule and conduct the pre-construction conference.
- The submittal of certified payroll records will be required as work is performed or when they are needed to verify that the Consultant or sub-consultant is in compliance with the State Labor Code. Certified payroll submittals will be directly to the Department of Industrial Relations (DIR).
- Review Project Traffic Control Plan(s) during pre-construction reviews. Review project staging plans and propose revisions as necessary for construction and design. Review permits and agreements including environmental documents/commitments.
- Review contractor's schedule, evaluate and confer with the City regarding workability of the schedule or suggest changes that may improve the schedule.
- Review any material related to dispute resolution with contractor's methodologies, policies, and procedures. Work with the Resident Engineer to assist as necessary.
- Review and monitor the safety programs developed by the Contractor and as required by OSHA/Cal-OSHA.
- Prepare for approval file naming convention, file format/s and directory structure for all project files.

Task 3 – Construction Management Services During Construction

Provide construction management oversight, project observation/inspection during construction. Consultant management services shall be in accordance with the latest City standards, project specifications, CalTrans standards, and AWWA standards.

- Copies of sample templates, tracking sheets, logs, etc. shall be submitted for city review and approval upon execution of the agreement between the City and consultant.
- Maintain close contact with the City on all correspondence.
- Provide day-to-day on-the-job observation/inspection of all construction work on the project. Consultant inspectors shall make reasonable efforts to guard the City against defects and deficiencies in

the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs and bind and label them; review contractor record drawing markups; punch lists; coordinate with the City for final inspection; and assist with all other matters relating to construction of the project.

- Schedule and conduct construction weekly progress meetings online using Microsoft Teams. Prepare and distribute meeting minutes and agendas to all attendees. Weekly in-person meetings can be scheduled as necessary.
- Attend monthly status report meetings with the City to review detailed construction progress and budget status through Microsoft Teams. Monthly in-person meetings can be scheduled as necessary.
- Enforce the construction schedule and phasing plan in order to complete the project within the allocated time and schedule. Perform schedule analysis, as needed.
- Monitor the construction budget and ensure that the project remains within budget, including a detailed tracking of installed and expected quantities of work.
- Serve as the Resident Engineer in the field which would include daily field reporting and weekly statements of working days.
- Review and respond to product and project submittals and/or coordinate with the Design Engineer and the City to review project submittals. Maintain a submittal log and track turnaround time to avoid delays.
- Review and respond to all Requests for Information (RFIs) and/or coordinate with the Design Engineer and surveyor to provide responses. Log and track RFI progress.
- Collect, log, review, distribute, track, and respond to all material submittals submitted by the Contractor and surveyor.
- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review quantities submitted with monthly progress payment requests, analyze differences over amount.
- Prepare monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.

- Review all change orders related to construction issues based on the project drawings, specifications, and other design information from the Design Engineer.
- Perform change order analysis, including reviewing: logs of proposed change orders, change order quotations from Contractor, negotiated change order costs, time extensions, processing final negotiated change orders, and effect of approved change orders in progress payment breakdowns.
- Prepare Contract Change Orders and recommendations to accompany change order documents and forward them to the Resident Engineer for review and approval. Confirm on a monthly basis that the Contractor is maintaining up to date marked up prints of construction drawings and documents showing all field changes and as-built conditions. Maintain the same drawings and documents in the construction field office.

Task 4 – Permit Coordination

The City will be submitting a Construction NPDES Permit Variance Request to the Regional Water Quality Control Board (RWQCB) in July 2024 to facilitate needed upgrades in the aeration basins. This work will include, but not limited to the following items:

- Coordination between the City staff, RWQCB, design engineer, and contractor. This includes coordinating correspondence, meetings, preparing meeting agendas, and meeting minutes.
- Preparing project correspondence, and ensuring proper response is provided to stakeholders.
- Ensuring construction sequencing identified in the Project Specifications includes recommendations from the RWQCB and the City's NPDES Permit.
- Coordination with stakeholders of any plant shutdowns and work that will require time for City staff to prepare ahead of time.
- Tracking RFIs and submittals and providing responses as necessary.

Task 5 – Quality Assurance and Materials Testing Services

Coordinate and provide required testing as stated in the specifications and special inspections as necessary.

- Consultant shall provide a sub-consultant, Kleinfelder, as a certified materials testing agency (MTA) to perform soils and materials sampling and testing services as required in the project plans and specifications.

- The MTA shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.
- All test results shall be reported to the City in the shortest time that the specific test will realistically allow.
- The Consultant guarantees that the offered equipment, material, or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City.
- Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The submittal of certified payroll records to the State will be required as work is performed or when they are needed to verify that the Consultant is in compliance with the State Labor Code. Certified payroll submittals will be sent directly to the DIR.
- If the MTA fails any tests or inspections, retests or re-inspections will be required. Retests and re-inspections will be billed to the contractor at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor.
- The MTA sub-consultant shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted to the City immediately.
- It is the intent of the City to maintain a consistency of material testing quality throughout each phase of the project. Consultant is therefore encouraged to provide, wherever and whenever possible, the same field personnel for the duration of construction of the project.
- On days when work is not performed by the Contractor, such as rainy or unsuitable weather days, the materials testing personnel will not provide services unless authorized by the City.
- Resumes of materials testing personnel must be submitted to the City for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, the City may release that field person and request that another be assigned as needed.

Task 6 – Post Construction Services

Project closeout, punch list items completion, dispute resolution, contract change orders and process final payment.

- Review, prepare and scan closeout documents (e.g., maintenance, operational, warranty, etc.) as required in the construction documents, and as submitted by the Contractor at the completion of the work.
- At the conclusion of the project, the Consultant shall provide the City with a digital copy of all the project records from Autodesk. The digital records shall be in the approved file format/s, file naming convention and directory structure.
- Perform post construction review and prepare lessons learned documents for future projects.
- Perform optional service if needed: claim resolution and detailed schedule analysis.
- Review punch lists items of remaining work.
- Coordinate with the City for final inspection.
- Submit scanned final record drawings (no hard copies, if possible).

Task 7 – Ribbon Cutting Ceremony

Consultant shall plan for one ribbon cutting ceremony to celebrate the start-up of the project. The ceremony will be held at our facility near the Project site. Consultant will provide the following services:

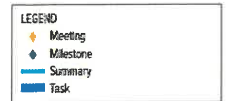
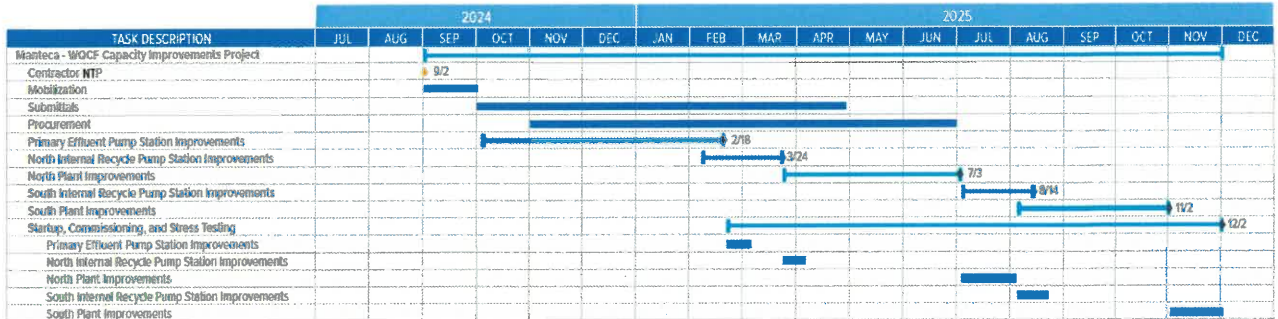
- Schedule the ceremony.
- Make all site arrangements and provide seating, stage, microphones, and speakers (sound system), banners, etc. for the ceremony.
- Coordinate meetings with stakeholders (City staff, contractor, etc.) ahead of time to prepare for ribbon cutting ceremony.
- Compose, design, and issue meeting notices to the stakeholder database.
- Prepare and place advertising in local media.
- Prepare and send news releases to mainstream and alternative news media, after obtaining prior approval of the City and the project team manager.
- Prepare agendas, sign-in sheets, comment sheets, signage, and other print materials.
- Coordinate a “dry run” with the City and the project team. The dry run shall include review of the format and information that will be presented at the ceremony.

Project Assumptions

- Scope and fee are based on the contract durations of 270 calendar days for substantial completion and 365 calendar days for final completion.
- Carollo is proposing to use a full-time construction manager for 9 months and half-time for 3 months, inspector full-time for 6 months, and electrical inspector for 2 months. This helps reduce the cost of our CM services, and provides coverage where needed through peak construction. If the City would prefer an alternative staffing effort, this can be discussed and modified during contract negotiations.
- **Estimates and Projections.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
- **Construction Contractor Means, Methods and Safety.** Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the construction documents.
- **Third Parties.** The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

ATTACHMENT 3

SCHEDULE OF ACTIVITIES





CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT 6

DATE (MM/DD/YYYY)
7/4/2025 9/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : Allied World Surplus Lines Insurance Company	24319
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 20966039 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9730569	7/4/2024	7/4/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 9730571	7/4/2024	7/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9730570	7/4/2024	7/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2024	7/4/2025	EACH CLAIM: \$2,000,000; AGGREGATE: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Construction Management and Inspection Services for the WQCF Capacity Improvements Project. City of Manteca, its elected and appointed officials, employees, agents and volunteers are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER	CANCELLATION See Attachments
20966039 City of Manteca Attn: Elba Mijango 1001 W. Center Street Manteca CA 95337	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ATTACHMENT 6

General Liability and Auto Liability include severability of interests. Waiver of subrogation applies to general liability, auto liability and workers' compensation where allowed by state law and as required by written contract. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium. General Liability, Auto Liability & Workers' Compensation Deductibles: N/A. Professional Liability Deductible: \$500,000.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured.	30

All other terms and conditions of this policy remain unchanged.

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

**COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2024
Exp. Date of Pol. 7/4/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13

POLICY NUMBER

BAP 9730571

COMMERCIAL AUTO

CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Zurich American Insurance Company

Endorsement Effective Date: 7/4/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.