

AGREEMENT FOR SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

WEST YOST

Consultant

100 HOWE AVE SUITE 110S	SACRAMENTO	CA	95825
MAILING ADDRESS	CITY	STATE	ZIP

a California corporation.

N/A

STATE LICENSE CLASSIFICATION & NUMBER (if required)
hereinafter referred to as "CONSULTANT".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for construction management and inspection services for the WQCF Sludge Thickener & Dewatering Unit No. 3 Project CIP 24006 & 24007.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in **Exhibit "A"**. This AGREEMENT and its exhibits shall be known as the "Agreement Documents". Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the AGREEMENT shall govern over the conflicting provisions contained in the exhibits to the AGREEMENT. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's

AGREEMENT and attachments, the City's AGREEMENT and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this AGREEMENT is based on such independent investigation and research.

2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on December 31, 2028, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) without City's prior written approval. An additional SIX HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND TWELVE DOLLARS (\$687,512) may be authorized at a later date with City written authorization.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is temporarily suspended at the request of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4.

4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the

Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to

a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN AGREEMENT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less

than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the AGREEMENT. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

b. 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.

c. 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".

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

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

3. Workers' 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.

4. Professional Liability (Errors and Omissions): Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. 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.

b. 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.

c. 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.

d. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this AGREEMENT are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Kyzen Nicolas
Associate Engineer
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Greg Chung
Vice President
West Yost
100 Howe Avenue Suite 110S
Sacramento, CA 95825
925-949-5804
gchung@westyost.com

E. Governing Law and Venue. This AGREEMENT shall be interpreted and 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.

F. 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.

G. 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.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) 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.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

K. 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.

L. 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 signature to this AGREEMENT have the legal power, right, and authority to enter into this AGREEMENT and to bind each party.

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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Agreement for Services

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:

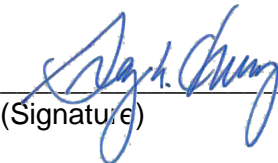
WEST YOST

Toni Lundgren
City Manager

(Type name of Consultant/form of organization)*

ATTEST:

By:


(Signature) 

Cassandra Candini-Tilton,
Director of Legislative Services

Greg Chung, Vice President
(Type name and title)

COUNTERSIGNED:

By:

(Signature) 

Matt Boring
Interim Director of Finance

Lindsay Smith, Treasurer
(Type name and title)

COUNTERSIGNED:

Address:

2020 Research Park Drive, Suite 100

Stephanie Van Steyn,
Director of Human Resources

Davis, CA 95618

Telephone:

530.756.5905

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By:_____
Daniella Green, Assistant City Attorney

EXHIBIT A

Consultant Proposal/Scope of Work

B /// CONTRACT TERMINATION CIRCUMSTANCES

West Yost has never been terminated from a contract.

C /// TECHNICAL PROPOSAL CONTENTS

A. Qualifications, Related Experience, and References

Firm Profile: Primary Consultant



West Yost is celebrating 35 years as firm. We are a water consulting engineering firm that was formed in 1990 to provide high-quality client services in wastewater, recycled

water, groundwater, water supply, and stormwater. In these areas, we provide planning, design, construction management, and program management services. West Yost is an employee-owned, California corporation.

Our success is based largely on our ability to respond quickly to project needs, work seamlessly as an extension of the client's team, and bring innovative solutions for projects both large and small. Our clients benefit from our depth of expertise, our large range of water specialties and local staff, and our commitment to quality products and services. West Yost brings a small firm approach for unmatched flexibility and technical resources that rival those of much larger firms.

West Yost is headquartered in Davis, California, and has more than 245 staff members in 10 offices in California, Oregon, and Arizona. Our staff includes certified or registered professionals in civil, electrical, environmental, and mechanical engineering; wastewater treatment and regulatory compliance; geology, engineering geology, and hydrogeology; architecture; GIS; control systems, cybersecurity, and risk management; asset management and condition assessment; and project management.

Of special relevance to the proposed project is our expertise with grant funding and administration, and construction management and inspection services.

West Yost has provided construction management services for more than 84 California water district infrastructure projects.

**TABLE 1. WEST YOST ASSOCIATES
NUMBER, SIZE, AND LOCATION OF OFFICES**

West Yost maintain a staff of 245 people in 10 office locations in California, Oregon, and Arizona.

LOCATIONS	STAFF
Davis, California	54
Concord, California	18
Irvine, California	24
Oceanside, California	5
Pleasanton, California	11
Sacramento, California	43
San Diego, California	6
Santa Rosa, California	13
Lake Oswego, Oregon	20
Phoenix, Arizona	7
Remote	44
TOTAL STAFF	245

Materials Testing and Special Inspections: Crawford & Associates



Crawford & Associates
(Crawford) will serve as
West Yost's materials

testing and special inspections subconsultant. Crawford was established in 2012 and is a registered Small Business Geotechnical Engineering firm (Certification ID: 1744908) that specializes in large-scale public works projects. Crawford has experience working with various oversight agencies including counties, cities, Caltrans, AREMA, regional transit, building departments, regional water quality control boards, FEMA, FHWA, Cal OES, DWR, USACE, DSA, UPRR, CDFW, water and irrigation districts, utilities, and environmental health departments.

Crawford maintains five offices in Northern California: Modesto, Sacramento, Pleasanton, Rocklin, and Ukiah. Their staff of 28 includes professional civil engineers, geotechnical engineers, and geologists.

Firm Financial Condition

PERFORMANCE AND FINANCIAL RESOURCES

West Yost has consistently demonstrated its strong financial stability and consistently meets financial obligations. We have successfully provided consulting services to public agencies and municipalities for over 35 years. Our firm has completed more than 3,200 projects for more than 600 clients, and our annual billings have averaged \$50 million per year over the past four years. We maintain balance sheet reserves that are in excess of peer firms in our industry.

We are willing to review our financial information with the City as part of the selection process, but we are not able to provide it as part of this proposal, to preserve the confidentiality of this information. To verify our financial stability and history, we invite you to contact our accountant, Lou Catalano of MUN CPAs, at 916.774.4208.

PRIOR LITIGATION/CLAIMS

West Yost has had no pending bankruptcy, lien, stop payment notice, judgment, lawsuit, foreclosure, or any similar action that would impede ability to complete the project. West Yost has never been named in a lawsuit associated with one of our design or construction management projects.

Federal Aid Construction Management Experience

West Yost has extensive experience delivering construction management and inspection services for public infrastructure projects involving sludge thickening systems, dewatering facilities, large-diameter underground piping, and odor control systems—core components of the City of Manteca’s WQCF Sludge Thickener and Dewatering Unit No. 3 Project. Many of these efforts have been funded through FEMA and State Revolving Fund (SRF) programs, requiring strict compliance with federal-aid construction standards. These include Davis-Bacon prevailing wage requirements, DIR oversight, Buy America provisions, and Quality Assurance/Quality Control (QA/QC) documentation protocols.

A relevant example is the **City of Modesto’s Headworks and Influent Flume Improvements Project**, for which West Yost provided full construction management and inspection services. This complex project involved installation of new screening systems, influent flow control, odor control upgrades, and coordination of work within confined spaces—all delivered while maintaining continuous wastewater treatment plant operation. The project closely mirrors the technical challenges and funding conditions anticipated for Manteca’s improvements.

West Yost is also providing ongoing Construction Management (CM) and inspection services for the **City of Modesto’s Sutter Sewer Trunk Rehabilitation Project** and the **River Trunk Realignment and Shackelford Pump Station Project**, both federally and state-funded. These projects have involved detailed construction documentation, field coordination, certified payroll monitoring, and change management tracking in alignment with funding agency expectations.

Our staff, including **Construction Manager Ted Doty** and **Inspectors Calvin Yocom, Jesse Shah, Josh Rangel, and Grant Baggaley**, regularly work on projects that require close coordination with regulatory agencies and funding bodies to protect eligibility and support audit readiness. West Yost’s CM team brings the technical expertise, administrative discipline, and field presence required to manage federally funded construction projects from preconstruction through closeout.



Government Agency Coordination

West Yost regularly coordinates with public agencies, regulatory authorities, and contractors to deliver complex infrastructure projects in compliance with local, state, and federal requirements. We have supported municipalities across California, including the Cities of Modesto, Stockton, Tracy, Santa Rosa, and Napa County, managing permitting, inspection, and agency communications throughout all phases of design and construction.

Our team is experienced in navigating Caltrans Local Assistance Procedures Manual (LAPM) requirements, Division of Drinking Water (DDW) approvals, and coordination with the Department of Industrial Relations (DIR), Regional Water Quality Control Boards, and the California Office of Emergency Services (Cal OES). We understand the documentation and communication required to maintain transparency with agency stakeholders, minimize delays, and protect funding eligibility.

On past projects, West Yost has provided full agency coordination services for FEMA- and SRF-funded efforts, including the **City Clean Water Consolidation Project**, the **Lake Berryessa Wastewater Facilities Expansion**, and the **Grayson Water Infrastructure Program**. For the Manteca WQCF project, we will apply that same approach—ensuring early alignment with regulatory and funding agencies and maintaining detailed construction documentation throughout the life of the project.

TABLE 2. LIST OF SIMILAR PROJECTS AND REFERENCES

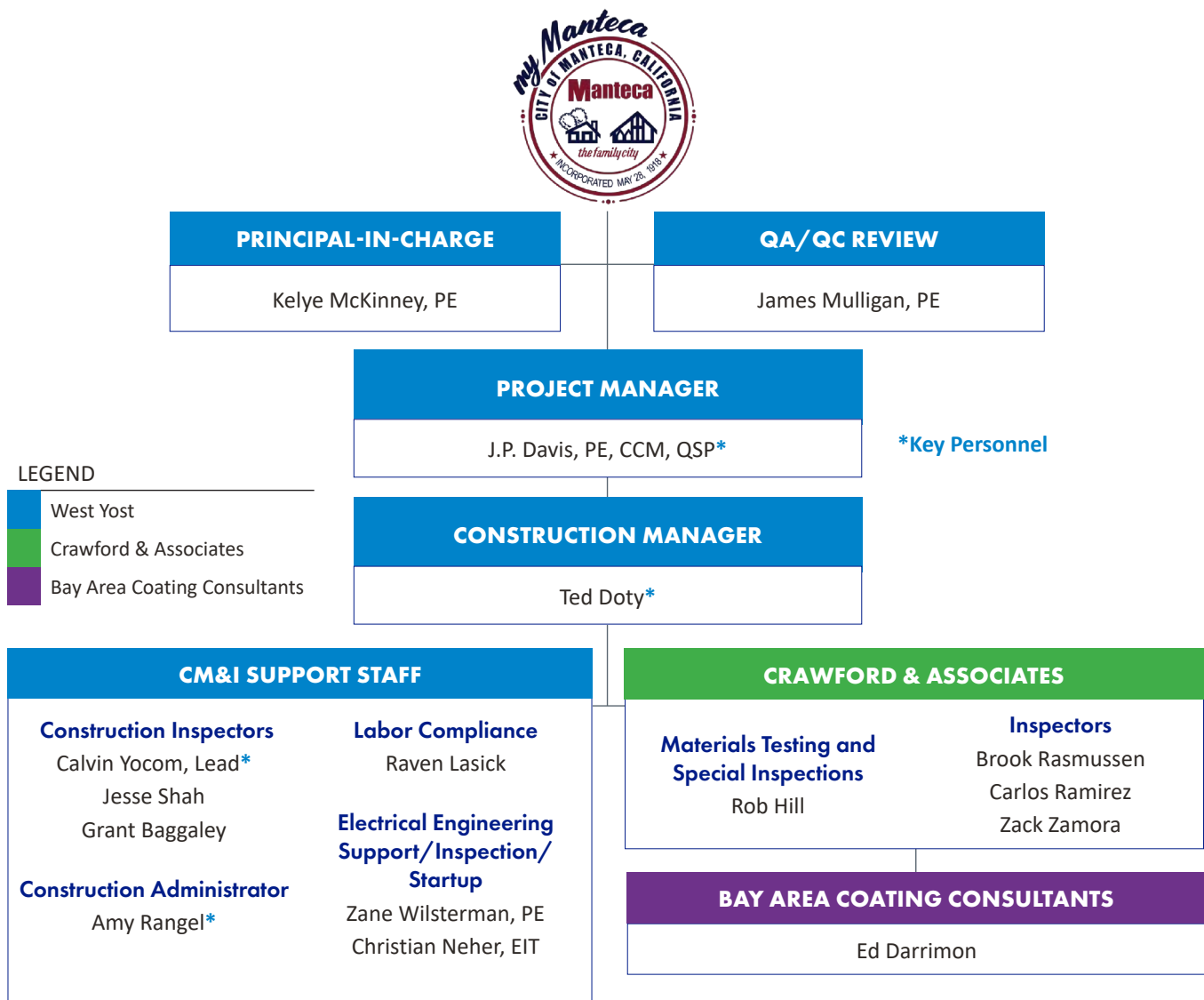
CONSULTANT	CLIENT AND PROJECT		SCOPE OF WORK	RELEVANCE TO MANTECA PROJECT	KEY PERSONNEL	REFERENCE
WEST YOST BACC		City of Modesto, Headworks and Influent Flume Improvements	WEST YOST: Construction management and inspection for new headworks facility, influent channel, odor control system, and flow metering. Complex confined space and live tie-ins. BACC: Provided materials testing & special inspection, coatings inspection.	WEST YOST: Closely aligns with Manteca’s sludge/dewatering scope: treatment process coordination, odor control, CM for continuous operations. BACC: Concrete structures requiring coatings for a liner and above ground steel or ductile iron pipe will need coatings inspection.	WEST YOST: <ul style="list-style-type: none">■ Ted Doty (PM for Overaa)■ J.P. Davis (CM)■ Jesse Shah (Lead Inspector)■ Calvin Yocom (Construction Inspector (CI))■ Amy Rangel (Construction Administrator (CA)) BACC: <ul style="list-style-type: none">■ Ed Darrimon (Coatings Inspector)	Cristian Ciotau, PE, SE, LEED AP , Division Manager, Utilities Engineering Address: 1010 10th Street, Modesto, CA 95354 Phone: 209.577.5260
WEST YOST		City of Modesto, Sutter Sewer Trunk Rehabilitation Phase 2	CM and inspection of 5,000 LF of large-diameter gravity sewer in active corridors. Coordination with grant funding and multiple city departments.	Similar scale, trench safety, grant compliance, and urban staging challenges.	<ul style="list-style-type: none">■ Ted Doty (CM)■ J.P. Davis (PM)■ Amy Rangel (CA)	Steven Castillo, PE , Utilities Department Address: 1010 Tenth Street, Suite 6600 Modesto, CA 95353 Phone: 209.577.5200
WEST YOST & CRAWFORD BACC		City of Modesto, Shackelford Pump Station & River Trunk Realignment	WEST YOST: Construction of 7-MGD pump station and trunk realignment. West Yost provided full CM support for all project phases. CRAWFORD: Crawford provided geotechnical project management, conducted QA site visits, and prepared reports. Geotechnical consulting was also provided as needed during construction. BACC: Provided materials testing & special inspection, coatings inspection.	WEST YOST: Pump station and deep utility construction with odor control—aligned with dewatering operations and staging. CRAWFORD: Field and laboratory testing using certified testing personnel and coordination with the City and Contractor. BACC: Concrete structures requiring coatings for a liner and above ground steel or ductile iron pipe will need coatings inspection.	WEST YOST: <ul style="list-style-type: none">■ Ted Doty (CM)■ J.P. Davis (PM/CM)■ Jesse Shah (CI)■ Grant Baggaley (CI)■ Amy Rangel (CA) CRAWFORD: <ul style="list-style-type: none">■ Ben Crawford (Principal)■ Shawn Leyva (PM)■ Amando Castro (Project Engineer) BACC: <ul style="list-style-type: none">■ Ed Darrimon (Coatings Inspector)	WEST YOST and BACC: Cristian Ciotau, PE, SE, LEED AP , Division Manager, Utilities Engineering Address: 1010 10th Street, Modesto, CA 95354 Phone: 209.577.5260 CRAWFORD: David Felix , Associate Engineer, City of Modesto Utilities Department Address: 1010 10th St #2100, Modesto, CA 95354 Phone: 209.577.5488
WEST YOST& CRAWFORD		City of Modesto, Pike Park Cross-Connection Removal	WEST YOST: CM for emergency cross-connection removal, water main replacement, and restoration. Funded under FEMA/safety programs. CRAWFORD: Crawford provided compaction testing of trench backfill, native fill, and AB for the pipe trenches.	WEST YOST: Demonstrates West Yost’s experience with FEMA-funded CM and public health risk mitigation. CRAWFORD: On-site materials testing for continuous testing services.	WEST YOST: <ul style="list-style-type: none">■ Ted Doty (CM)■ J.P. Davis (PM/CM)■ Calvin Yocom (CI)■ Amy Rangel (CA) CRAWFORD: <ul style="list-style-type: none">■ Rob Hill (PM)■ Zack Zamora (Field Tech)■ Dominic Menor (Field Tech)	Peter J. Kambel, PE , Engineer, Engineering Services Department/Const. Administration Office Address: 1010 Tenth Street, Suite 4600, Modesto, CA 95353 Phone: 209.577.5444
WEST YOST BACC		City of Modesto,Jennings Wastewater Treatment Plant Phase 2 Biological Nutrient Removal (BNR)/Tertiary Treatment	WEST YOST: CM and constructability review for \$102M facility upgrade including BNR, MBR, UV disinfection, SCADA, pump stations, and chemical systems. BACC: Provided materials testing & special inspection, coatings inspection.	WEST YOST: Similar in technical scope and construction challenges—complex process equipment, deep coordination, and specialty inspection of process facilities. BACC: Concrete structures requiring coatings for a liner and above ground steel or ductile iron pipe will need coatings inspection.	WEST YOST: <ul style="list-style-type: none">■ J.P. Davis (Assistant CM/Startup Manager)■ Calvin Yocom (Lead Inspector)■ Amy Rangel (CA) BACC: <ul style="list-style-type: none">■ Ed Darrimon (Coatings Inspector)	Ben Koehler , WQC Superintendent – CPO – Wastewater Division Address: 1221 Sutter Avenue, Modesto, CA 95351 Phone: 209.652.7782 William Wong, PE , Utilities Director Address: 1010 Tenth Street, Suite 4500, Modesto, CA 95353 Phone: 209.571.5801
WEST YOST		SacSewer (formerly Regional San), EchoWater Project Nitrifying Sidestream Treatment	CM&I for \$90M sidestream treatment facility, including SBRs, blowers, SCADA, pump stations, and disinfection upgrades within an active plant.	Similar in scope and complexity: sludge and sidestream treatment systems, SCADA integration, and construction within an operating facility.	<ul style="list-style-type: none">■ Calvin Yocom (Lead Inspector)■ Jesse Shah (Specialty Inspector)■ Amy Rangel (CA)	Michael Crooks , Principal Engineer, Harvest Water Program Manager Address: 8521 Laguna Station Rd, Elk Grove, CA 95758 Phone: 916.875.9416
CRAWFORD		Linda County Water District, Equalization and Sludge Storage Basin Project	Crawford completed compaction testing, rebar inspection, concrete sampling, and on-site concrete testing during the concrete pour.	Materials testing and special inspection services during construction; daily field reports.	<ul style="list-style-type: none">■ Ben Crawford (Principal)■ Shawn Leyva (PM)	Javier Rios, PE , District Engineer Address: 1280 Scales Ave., Marysville, CA 95901 Phone: 530.743.2043

B. Proposed Staffing and Project Organization

Project Staff

West Yost's CM team provides project management, cost estimating and procurement support, construction management, construction inspection, materials testing, and special inspection services. West Yost has assembled a team of professionals with the experience and skills to deliver success for the WQCF Sludge Thickener & Dewatering Unit #3 Project. We have identified our construction management and inspection (CM&I) staff on the chart below. Our project team will also draw on additional resources, including key subconsultants, to meet the project's technical and schedule requirements. We anticipate one full-time inspector will be needed to cover this project, which is reflected in our fee estimate. However, for an added level of resiliency, we've included multiple inspectors in this proposal in the event vacation, sick leave coverage, or additional field support is needed. To keep our proposal concise, we have included resumes for key staff with an asterisk (*) by their names in the proposal. Resumes for non-key personnel are available upon request.

The level of effort for this project includes approximately 8,402 staff hours over a 32-month period. The Project Manager will provide 338 hours for project oversight (not including contingency budget or optional tasks), meetings, and quality review. The Lead CM and Resident Inspector will contribute 5,044 hours for pre-, during, and post-construction activities. Supporting staff will assist with CM&I support for administrative tasks such as document control, progress meetings, labor compliance, testing & startup support, etc. totaling an additional 1,614 hours. Our subconsultant support for materials testing, special inspection, and NACE coatings quality assurance totals 1,406 hours. A full task-by-task breakdown is provided in the fee schedule.





J.P. Davis, PE, CCM, QSP
PROJECT MANAGER

LOCATION: Sacramento, CA	YEARS WITH WY: 10	TOTAL YEARS: 26
EDUCATION: BS, Engineering	COMMITMENT %: 80%	AVAILABILITY%: 20%
CERTIFICATIONS: Professional Civil Engineer, California No. C66826, Certified Construction Manager, Construction Management Certification Institute, ID No. 4505, Qualified SWPPP Practitioner/Developer, Certificate No. 25223, 10-Hour Cal OSHA Construction Safety Certification		

J.P. has over 25 years of experience in civil engineering, construction management, and construction inspection for commercial, industrial, and capital improvement projects. His focus is on water and wastewater infrastructure projects, including pretreatment and filtration structures, pump stations, reservoirs, large diameter underground piping, and hydropneumatic surge tanks. His expertise as a CM also includes start-up management for large treatment facility systems and equipment, schedule analysis, change order negotiation, and dispute resolution. J.P. leads West Yost's CM business practice.

REPRESENTATIVE EXPERIENCE

HEADWORKS, DRYDEN BOX, AND INFLUENT FLUME IMPROVEMENTS PROJECT, CITY OF MODESTO, CA; ROLE: Construction/Project Manager; **DESCRIPTION:** West Yost supported the \$18.6 million upgrade at the City of Modesto's Primary Sutter Avenue treatment plant, constructed by C. Overaa & Co. The project included large-diameter pipelines, process equipment enhancements, and upgraded PLC/SCADA systems. West Yost's value engineering, pipeline rerouting, and claim prevention saved the City approximately \$860,000, while ensuring smooth coordination of critical bypasses, shutdowns, and tie-ins.

WATER TREATMENT PLANT PRETREATMENT SYSTEM IMPROVEMENTS PROJECT, CITY OF FOLSOM, CA; ROLE: Construction/Project Manager; **DESCRIPTION:** West Yost provided CM&I services for this \$2.1 million project, which upgraded the Actiflo and Basin 5 pretreatment systems to boost treatment and distribution capacity. The Basin 5 modifications increased capacity from 15 MGD to 25 MGD, supporting FPA growth and system redundancy.

ZONES 4 AND 5 PUMP STATION (PS) AND ZONE 6 PS/ZONE 5 TANK PROJECT, CITY OF FOLSOM, CA; ROLE: Resident Engineer; **DESCRIPTION:** West Yost managed and provided CM&I for the \$6 million Zones 4 and 5 Pump Station project, improving potable water supply to the Folsom Plan Area. The project included varied piping, a standby generator, SCADA, and coordination of pressure testing and disinfection for 3,000 LF of transmission main involving multiple contractors and engineers.

CURRENT COMMITMENTS

J.M. PIKE PARK STORMWATER TO SANITARY SEWER CROSS-CONNECTION REMOVAL AND WATER MAIN, CITY OF MODESTO, CA; ROLE: Project Manager; **DESCRIPTION:** West Yost is providing oversight for the J.M. Pike Park project which aims to address peak wet weather flows in the north central portion of the City. It involves removal of nine (9) stormwater to sanitary sewer cross connections, installation of approximately 10,566 linear feet of new storm drain systems and constructing stormwater pretreatment facilities.

RIVER TRUNK REALIGNMENT - SHACKLEFORD PUMP STATION AND GRAVITY SYSTEM, CITY OF MODESTO, CA; ROLE: Project Manager; **DESCRIPTION:** West Yost is providing CM&I for 1.7 miles of 42- to 60-inch FRPMP sanitary sewer pipeline, plus smaller sewer and water lines. The work includes deep concrete junction structures over 30 feet below ground and requires extensive public outreach. Key challenges include traffic control, deep excavation with engineered shoring, vibration monitoring, permit tracking, and coordination with MID and private utilities.

JENNINGS BIOSOLIDS REMOVAL PROJECT, CITY OF MODESTO, CA; ROLE: Project Manager; **DESCRIPTION:** West Yost is providing CM&I for this \$1.8 million project involves evaluating the needs of the City's collection system and two wastewater treatment plants (Sutter Avenue Plant and Jennings Road Plant).

PIC Kelye McKinney, QA/QC Jim Mulligan, and Project Manager J.P. Davis are licensed CA engineers, please find a copy of J.P.'s license included in the Appendix.



Ted Doty

CONSTRUCTION MANAGER

LOCATION: CM Field Office	YEARS WITH WY: 3	TOTAL YEARS: 31
EDUCATION: BS, CM	COMMITMENT %: 60%	AVAILABILITY%: 40%
CERTIFICATIONS: 10-Hour Cal OSHA Construction Safety Certification, Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, Fall Protection, Trench Excavation, CPR Training		

Ted Doty, has more than 31 years of experience managing complex water and wastewater infrastructure projects. His expertise includes construction management for sludge thickening systems, dewatering facilities, large-diameter underground piping, pump stations, and odor control improvements. **Ted previously worked as a Project Manager for C. Overaa & Co., the general contractor for this project**, giving him direct insight into their construction practices, project management approach, and field operations. He has successfully overseen projects up to \$72 million in value, with a focus on proactive coordination, budget tracking, and minimizing operational impacts during construction.

REPRESENTATIVE EXPERIENCE

HEADWORKS, DRYDEN BOX, AND INFLUENT FLUME IMPROVEMENTS PROJECT, CITY OF MODESTO, CA; ROLE: Construction/Project Manager (C. Overaa & Co); **DESCRIPTION:** West Yost supported the \$18.6 million upgrade at the City of Modesto's Primary Sutter Avenue treatment plant, constructed by C. Overaa & Co. The project included large-diameter pipelines, process equipment enhancements, and upgraded PLC/SCADA systems. West Yost's value engineering, pipeline rerouting, and claim prevention saved the City approximately \$860,000, while ensuring smooth coordination of critical bypasses, shutdowns, and tie-ins.

SUTTER TRUNK REHABILITATION PHASE 2, CITY OF MODESTO, CA; ROLE: Construction Manager; **DESCRIPTION:** West Yost provided CM&I for this project replaces approximately 5,000 linear feet of sewer trunk line, tying into both ends of a prior Hwy 99 crossing completed in Phase 1. Due to alignment constraints, multiple pipe installation and rehabilitation methods will be used.

PATTERSON PASS WTP IMPROVEMENTS PROJECT, CITY OF LIVERMORE, CA; ROLE: Mechanical Project Manager (C. Overaa & Co); **DESCRIPTION:** This \$72 million project to upgrade the existing plant included CO2 & LOX station, flash mix station, ozone contact structure, ozone generations building, clarifier modifications, filter structure, chlorine contact basin, treated water pump station, 5 MG tank, waster recovery basin, associated u/g piping, and electrical and SCADA upgrades.

CMAR, PALM VALLEY WATER RECLAMATION FACILITY (WRF), PHASE II PLANT EXPANSION PROJECT, CITY OF GOODYEAR, AZ; ROLE: Project Manager (C. Overaa & Co); **DESCRIPTION:** This \$24.2 million Phase II expansion of the Palm Valley WRF increased capacity to 5.8 MGD, with a future capacity of 8.2 MGD. The project added two SBR basins, upgraded headworks, installed new blowers, odor control, and vertical turbine pumps, and enhanced the SCADA system. Construction was carefully sequenced to keep the facility fully operational and protect existing infrastructure throughout.

CURRENT COMMITMENTS

J.M. PIKE PARK STORMWATER TO SANITARY SEWER CROSS-CONNECTION REMOVAL AND WATER MAIN, CITY OF MODESTO, CA; ROLE: Construction Manager; **DESCRIPTION:** West Yost is providing oversight for the J.M. Pike Park project which aims to address peak wet weather flows in the north central portion of the City. It involves removal of nine (9) stormwater to sanitary sewer cross connections, installation of approximately 10,566 linear feet of new storm drain systems and constructing stormwater pretreatment facilities.

RIVER TRUNK REALIGNMENT - SHACKLEFORD PUMP STATION AND GRAVITY SYSTEM, CITY OF MODESTO, CA; ROLE: Construction Manager; **DESCRIPTION:** West Yost is providing CM&I for 1.7 miles of 42- to 60-inch FRPMP sanitary sewer pipeline, plus smaller sewer and water lines. The work includes deep concrete junction structures over 30 feet below ground and requires extensive public outreach. Key challenges include traffic control, deep excavation with engineered shoring, vibration monitoring, permit tracking, and coordination with MID and private utilities.



Calvin Yocom

LEAD CONSTRUCTION INSPECTOR

LOCATION: CM Field Office

YEARS WITH WY: 20

TOTAL YEARS: 40

EDUCATION: N/A

COMMITMENT %: 30%

AVAILABILITY%: 70%

CERTIFICATIONS: ICC Reinforced Concrete Special Inspector, ICC02229691, ACI Concrete Field-Testing Technician, Grade I, No. 099302, Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, First Aid and CPR/AED, American Heart Association, Certified, 10-Hour Cal OSHA Construction Safety Certification

Calvin is West Yost's most experienced construction inspector with more than 39 years of experience. He specializes in quality control/assurance of a variety of municipal and environmental projects. His project experience includes water and wastewater treatment plants, wastewater reclamation facilities, pump stations, storage facilities, wells, reservoirs, chlorination facilities, pipelines (including ductile iron, HDPE, PVC, FRP, and RCP) and road construction. He is an ICC certified Special Inspector in reinforced concrete and was a Carpenter Foreman who built wastewater treatment plants prior to becoming an inspector.

REPRESENTATIVE EXPERIENCE

ECHOWATER TERTIARY TREATMENT FACILITY (TTF) AND NITRIFYING SIDESTREAM TREATMENT PROJECTS, SACSEWER (FORMERLY REGIONAL SAN), CA; ROLE: Resident Inspector; **DESCRIPTION:** West Yost supported the \$300 million TTF construction project, which included a 270-MGD granular media filtration system to enhance effluent quality. And also supported the \$45 million Nitrifying Sidestream Treatment project, featuring three Sequential Batch Reactor concrete tanks designed to biologically nitrify high-strength wastewater, improving overall nutrient removal and plant performance.

JAMIESON CANYON WATER TREATMENT PLANT IMPROVEMENT PROJECT, CITY OF NAPA, CA; ROLE: Resident Inspector; **DESCRIPTION:** This \$40 million project expanded the water treatment plant's capacity from 16 MGD to 24 MGD. Key improvements included flocculation-sedimentation tanks, granular media filters, wash water recovery, and a pre-ozone contactor. Additional upgrades included chemical feed and liquid oxygen systems, retrofitted filters, an ozone generation building, new electrical and SCADA systems, and a remodeled operations building with lab, control room, and office space.

JENNINGS WASTEWATER TREATMENT PLANT PHASE 2 – BIOLOGICAL NITROGEN REMOVAL/TERTIARY TREATMENT PROJECT, CITY OF MODESTO, CA; ROLE: Lead Inspector; **DESCRIPTION:** This \$1.8 million project evaluated the City's collection system and wastewater treatment needs at the Jennings Road Plant. It included oversight of biosolids dredging at the East Recirculation Channel, Irrigation Forebay, and Facultative Pond No. 2, as well as tracking dry and wet tons from dewatering for biosolids application at the City's Modesto Ranch.

CURRENT COMMITMENTS

WATER SYSTEM PLANNING AND IMPROVEMENTS PROJECT, MARKEEVILLE WATER COMPANY, CA; ROLE: Construction Inspector; **DESCRIPTION:** West Yost is leading a capital project to enhance reliability and water quality for a small system. Improvements include treatment plant optimization, reduced DBP formation from Markleeville's surface water, booster station reconfiguration, pipeline replacement, and new meter installation. Funded by Drinking Water SRF grants, the project also involves coordinating survey, geotechnical, and environmental services.

JENNINGS BIOSOLIDS REMOVAL PROJECT, CITY OF MODESTO, CA; ROLE: Construction Inspector; **DESCRIPTION:** West Yost is providing CM&I for this \$1.8 million project involves evaluating the needs of the City's collection system and two wastewater treatment plants (Sutter Avenue Plant and Jennings Road Plant).

RIVER TRUNK REALIGNMENT - SHACKLEFORD PUMP STATION AND GRAVITY SYSTEM, CITY OF MODESTO, CA; ROLE: Construction Inspector; **DESCRIPTION:** West Yost is providing CM&I for 1.7 miles of 42- to 60-inch FRPMP sanitary sewer pipeline, plus smaller sewer and water lines. The work includes deep concrete junction structures over 30 feet below ground and requires extensive public outreach. Key challenges include traffic control, deep excavation with engineered shoring, vibration monitoring, permit tracking, and coordination with MID and private utilities.



Amy Rangel
PROJECT ADMINISTRATOR

LOCATION: Sacramento, CA	YEARS WITH WY: 8	TOTAL YEARS: 20
EDUCATION: N/A	COMMITMENT %: 70%	AVAILABILITY%: 30%
CERTIFICATIONS: Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, First Aid and CPR/AED, American Heart Association, 10-Hour Cal OSHA Construction Safety		

Amy is a construction project administrator and manager providing support for construction management and design of environmental and engineering projects focused on wastewater and potable water treatment facilities and associated infrastructure ranging from \$4 million to \$47 million in value. Amy has excellent organization, communication, and project management skills. Her experience includes document tracking and distribution using **Procore**, Ebuilder, CMIS, Primavera, and MS Access databases. She is experienced in all phases of project administration and effectively manages all documentation between the Design Engineer, Contractor, and Project Owner. Her experience also includes managing daily operations for projects with multiple field locations, construction administration, and vendor coordination.

REPRESENTATIVE EXPERIENCE

HEADWORKS, DRYDEN BOX, AND INFLUENT FLUME IMPROVEMENTS PROJECT, CITY OF MODESTO, CA; ROLE: Construction Administrator; **DESCRIPTION:** West Yost supported the \$18.6 million upgrade at the City of Modesto's Primary Sutter Avenue treatment plant, constructed by C. Overaa & Co. The project included large-diameter pipelines, process equipment enhancements, and upgraded PLC/SCADA systems. West Yost's value engineering, pipeline rerouting, and claim prevention saved the City approximately \$860,000, while ensuring smooth coordination of critical bypasses, shutdowns, and tie-ins.

NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM, TURLOCK COMPONENT, CITY OF TURLOCK, CA; ROLE: Construction Administrator; **DESCRIPTION:** This \$27.5 million project involved constructing 7.2 miles of 42-inch welded steel pipeline. West Yost supported CM&I with project administration, Owner-Contractor coordination, document control via **Procore**, change orders, meeting documentation, and monthly progress reporting.

SHASTA PARK WATER FACILITY PROJECT, CITY OF SACRAMENTO, CA; ROLE: Construction Administrator; **DESCRIPTION:** West Yost provided onsite construction administration for the City of Sacramento's Shasta Park Water Facility project, which included a 161-foot diameter prestressed concrete tank, 8,400 GPM booster pump station, 2,000 feet of 24-inch transmission main, yard piping, potable water well, and groundwater treatment system. West Yost led project administration using **Procore**, preparing change orders and work directives, attending SCADA and electrical meetings, compiling progress reports, verifying payment requests, and ensuring timely document control and coordination between the Owner and Contractor team.

ASHLAND WATER REHABILITATION PROJECT 1, CITY OF FOLSOM, CA; ROLE: Construction Administrator; **DESCRIPTION:** This \$2.3 million project replaced 450 LF of 20-inch DIP water main along Greenback Lane near the Rainbow Bridge, relocated and added isolation valves, rehabilitated blowoff and air release valves, and included CCTV inspection of nearby mains. West Yost led project administration using **Procore**, managing submittals, RFIs, change orders, and pay applications. Responsibilities also included tracking potential changes, issuing field directives, and preparing meeting agendas and minutes.

SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENT, CITY OF TURLOCK, CA; ROLE: Construction Administrator; **DESCRIPTION:** West Yost is providing inspection services—including observation, documentation, reporting, and coordination—for this \$31.9 million project. The work includes a 2.3 MG prestressed concrete tank, a 12 MGD pump station with three 250 hp pumps, a rock-lined detention basin, and 12,000 LF of 16- to 54-inch potable water pipeline. Additional components include pressure reducing valve vaults, tie-ins to the City's distribution system, pavement improvements, grading, structural, mechanical, electrical, and instrumentation work to deliver a fully operational treated water conveyance facility.

CURRENT COMMITMENTS: As West Yost CM Administrator, Amy is engaged in most West Yost CM projects. Amy has two additional staff members providing support as needed.

C. Work Plan

Project Understanding

The City of Manteca (City) is undertaking a critical upgrade to its Water Quality Control Facility (WQCF) through the installation of a new rotating drum thickener (RDT) and the addition of Centrifuge No. 3, along with odor control improvements and associated piping, valves, electrical, and instrumentation upgrades. The Sludge Thickener and Dewatering Unit No. 3 Project (CIP 24006 and 24007) will enhance the facility's solids handling capabilities, increase operational reliability, and improve overall treatment efficiency.

The project is particularly sensitive due to its location within an active wastewater treatment facility, requiring careful coordination to maintain continuous plant operations, preserve safety, minimize disruptions, and manage critical tie-ins. The successful execution of this project demands experienced construction management and inspection (CM&I) professionals who are familiar with live treatment plant environments, sludge management processes, odor control technologies, and specialized equipment installations.

West Yost understands the importance of proactive communication, thorough documentation, risk mitigation, and maintaining “no surprises” for the City throughout construction. Our approach emphasizes early identification of potential issues, collaborative problem-solving with all stakeholders, and meticulous attention to contract compliance, safety standards, and operational continuity.

Proven Approaches to Deliver Project Success

After review of the available project documentation, several key challenges were identified that should be planned for to achieve successful completion of this project. Our CM team has worked on several recent projects with similar components, so we have a clear picture of challenges likely to be encountered on the project. We also have a tool chest of solutions that we can apply should those challenges arise based on our past lessons learned. Effectively addressing the following key challenges for this project will be instrumental in delivering project success:

- Maintaining Daily Plant Operations During Construction Activities
- Proactive Shutdown/Tie-in Planning and Coordination
- Mitigating Operational Risks, Errors, and Rework
- Understanding Work Restrictions/Adherence to Construction Schedule Sequencing

MAINTAINING DAILY PLANT OPERATIONS DURING CONSTRUCTION ACTIVITIES

We've learned from other Waste Water Treatment Plant (WWTP) modification projects that integration and communication with the City's management and operations staff will be the key to successfully maintaining day-to-day operations while modifying existing structures and integrating the new infrastructure. The construction management team should embrace a partnering approach, without a formal partnering process. This means we communicate early, often, and appropriately. No difficult messages are presented by emails, voice messages, or letters. We will use face-to-face discussions to work out issues and create a partnership focused on the project in real time.

PROACTIVE SHUTDOWN/TIE-IN PLANNING AND COORDINATION

To minimize interruptions to daily treatment operations, our construction management (CM) team will conduct pre-activity meetings with all project stakeholders to review Method of Procedures (MOPs), which will be submitted by the general contractor (GC) at least four weeks prior to any planned full or partial shutdown. The Owner's written approval of the MOP will be required two weeks prior to beginning work.

We will compile a comprehensive list of every shutdown, temporary system, and tie-in so this information is accurately represented on the GC's Critical Path Method (CPM) schedule, and that the necessary submittals, quality control (QC) plans, and testing plans include all the components necessary for building it right without extended delays. This list will also support verification that all required submittals, QC plans, and testing plans account for the necessary components to execute the work without unnecessary delays.

Our team will coordinate planning efforts with plant staff to validate that the GC incorporates institutional knowledge of existing systems. This collaboration helps prevent errors and allows construction activities to be carried out with minimal impact to plant operations.

We will use the MOP or a detailed step-by-step plan to guide sequencing of the GC's work and assist in developing complete implementation strategies for all modifications—whether civil, structural, mechanical, or electrical.

We will also review existing infrastructure shown on the available as-builts and oversee investigative measures such as potholing to avoid damaging existing utilities.

MITIGATING OPERATIONAL RISKS, ERRORS, AND REWORK

Our team has worked on numerous projects involving WWTP modifications and brings extensive in-house expertise for the various critical components (structural, mechanical, electrical, instrumentation, etc.) required to successfully construct, startup and integrate new equipment in an existing facility. The following are some of the key issues that should be accounted for to mitigate operational risks, errors, and rework:

- Coordination of procurement for long lead mechanical and electrical equipment.
- Excavation and shoring which are critical aspects of safety.
- Backfill testing is essential to prevent future settlement.
- Successful coordination with building departments/permits.
- Piping layout of the interconnecting systems.
- Coordination of tie-ins to existing systems.
- Proper coatings of any exposed metals including piping and equipment is critical to longevity, due to highly corrosive atmospheric conditions caused by sewage.
- CMU wall and reinforcing steel built in accordance with the latest California Building Code.
- ADA and building code compliance verification.
- Coordination of the electrical equipment and underground conduits installed in slabs.
- Power supply coordination with local power company essential to achieve schedule success.
- Electrical gear must be factory tested and completely approved before shipment to the site.
- Understanding of the system control strategy is a key to a successful startup.
- SCADA monitoring and/or control of the separate systems.
- Submittal review and witnessing of factory and site acceptance testing of the programmable logic controller(s) to confirm that SCADA control functions properly before and after integration of all equipment, instrumentation, etc.
- City Fire Department approval is critical to meeting the schedule.
- City Building Department review, inspection, and approval for occupancy permit. We will work closely with the City's plant operations staff to safeguard the City's interests and the plant's operations.

UNDERSTANDING WORK RESTRICTIONS/ADHERENCE TO CONSTRUCTION SCHEDULE SEQUENCING

Understanding the work restrictions and implementing a sequenced construction schedule adhering to these constraints is vital for successful project completion on or prior to the allotted 990 calendar days to achieve final completion. To that end, we’ve reviewed the plans and specifications and created a potential schedule (see below) that if followed, is one path for the project team to meet the completion milestones. The general logic of the potential schedule shows construction performed sequentially in phases as follows:

Phase 1

- Dewatering Facilities improvements, including deep shoring, installation of new piping, and relocation of existing piping for future ease of access/maintenance
- Installation of temp motor control centers (MCCs) for install of MCC improvements, concurrent with Dewatering Facilities (centrifuge) upgrades

Phase 2

- Install Rotating Drum Thickener (RDT) Facility (Sludge Thickener)
- Install Odor Control, concurrent with RDT

Phase 3

- Perform WAS only Startup of Sludge Thickener & Odor Control Facility
- Demo Existing Dissolved Air Floatation Tank (DAFT) Structure for Conversion to Blending Tank
- Send Process to Perform Secondary Startup of new RDT System

These tables present a sequential overview of the CM&I activities carried out by the Construction Management (CM) team to complete the tasks outlined in Section 3 of the RFP. **Table 1** identifies the responsible personnel within the firm for each task and illustrates the timeline in elapsed weeks, organized quarterly (Q1–Q4) from the project start date. **Table 2** provides a breakdown of project hours allocated to each task and subtask. The potential construction schedule is included on the following page.

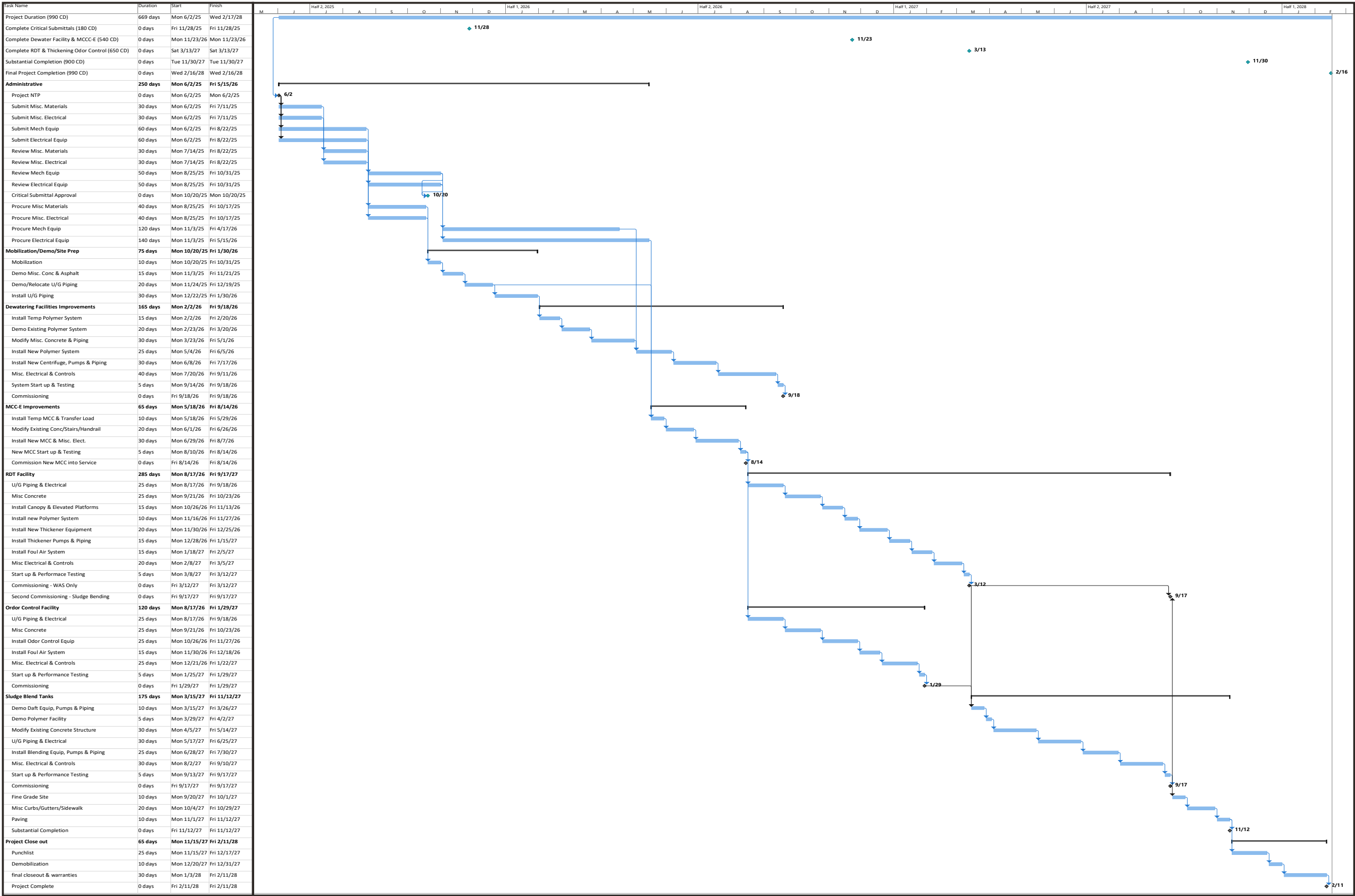
TABLE 1. STAFF HOURS PER QUARTER

Table 1. STAFF HOURS PER QUARTER														
STAFF TITLE, NAME, and ROLE	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	TOTAL HOURS	
	Preconstruction Phase (6/2/25 - 2/28/26)				Construction Phase (3/1/26 - 10/31/27)							Closeout (11/1/27 - 2/28/28)		
	2025			2026				2027			2028			
Principal (Kelye McKinney) - PIC	2	1	2	1	2	1	2	1	2	1	1	2	18	
QC Review (Jim Mulligan) - QA/QC	2	0.5	0.5	0.5	0.5	0.5	1	0.5	0.5	0.5	1	0	8	
Construction Manager IV (JP Davis) - PM	44	30	24	20	36	36	32	30	24	24	26	12	338	
Construction Manager IV (Ted Doty) - CM	52	40	40	38	140	140	140	140	140	140	134	40	1184	
Resident Inspector - PW Group 2 (Calvin Yocom) - Lead Inspector	20	0	0	0	480	540	540	540	540	580	580	40	3860	
Construction Manager I (Amy Rangel) - CM Admin	40	30	24	20	102	102	102	102	102	102	102	32	860	
Technical Specialist I (Raven Lasick) - Labor Compliance	16	0	0	0	40	40	40	40	32	32	32	8	280	
Principal Technical Specialist I (Zane Wilsterman) - Electrical Engineering Support	0	0	0	0	4	4	4	4	4	4	24	0	48	
Technical Specialist II (Christian Neher) - Electrical Inspection	0	0	0	0	20	24	40	60	80	96	80	0	400	
	200	101.5	90.5	79.5	824.5	887.5	901	917.5	924.5	979.5	980	134	WY SUBTOTAL	6,996
	0	0	0	0	80	120	160	160	160	160	160	66	CRAWFORD SUBTOTAL	1066
	0	0	0	0	0	0	0	0	0	0	340	0	BACC SUBTOTAL	340
	SUBCONSULTANT SUBTOTAL													1,406
	GRAND TOTAL													8,402

TABLE 2. STAFF HOURS PER TASK/SUBTASK

Table 2. STAFF HOURS PER TASK/SUBTASK	
TASK AND SUBTASK	HOURS
Task 1 – Project Management and Coordination	
Subtask 1.1 - Project Management/Monthly Reporting	984
Task 2 – Preconstruction Services	
Subtask 2.1 – Preconstruction Conference and Notice to Proceed (NTP)	18
Subtasks 2.2, 2.3 – Labor Compliance	30
Subtask 2.4 – Quality Assurance Review: of 100% PS&E Package	48
Subtask 2.5 – Staging Plan Management/Permit & Environmental Compliance Tracking	8
Subtask 2.6 – Schedule Management	10
Subtask 2.7 – Dispute Resolution	8
Subtask 2.8 – Site Safety	8
Subtask 2.9 – Correspondence / Document Control records in the recommended web-based document control system, Procore.	8
Subtask 2.10 – Submittal List Inventory	8
Subtask 2.11 – Survey Monument Preservation	4
Task 3 – Construction Management Services During Construction	
Subtask 3.1 – Construction Coordination	240
Subtasks 3.2, 3.7, 3.17, 3.18, 3.19 – Quality Control/Inspection:	4,356
Subtask 3.3 – Progress Meetings	320
Subtask 3.4 – Monthly Management Meetings	32
Subtasks 3.5 – Schedule Management	40
Subtasks 3.6, 3.11-3.13 – Construction Budget Monitoring/Progress Payment Review	96
Subtask 3.8 – Submittals	120
Subtask 3.9 – Requests for Information (RFI)	80
Subtasks 3.15-3.16 – Change Orders	164
Subtask 3.20 – Traffic Control (if applicable)	20
Subtask 3.21 –SWPPP) and (WPCP Monitoring	32
Task 4 –Quality Assurance And Materials Testing Services	
Subtasks 4.1-4.9 – Materials Testing & Special Inspection (Crawford & BACC)	1,406
Task 5 – Post Construction Services	
Subtasks 5.1, 5.3 – Project Closeout	34
Subtasks 5.2, 5.7 – Project Document Delivery	8
Subtask 5.4 – Claims Resolution	34
Subtasks 5.5-5.6 – Punch List and Final Inspection	58
Task 6 – Other Services As Necessary	
Subtask 6.1 – Construction Management Work Plan	14
Subtask 6.2 – Escrow Bid Document Review	6
Subtask 6.3 – Preconstruction Photo and Video Documentation	16
Subtask 6.4 – As-Built Record Drawings	24
Subtask 6.5 – Testing, Startup, and Commissioning	168
WY TOTAL	6,996
CRAWFORD TOTAL	1,066
BACC TOTAL	340
SUBCONSULTANT SUBTOTAL	1,406
TOTAL	8,402

PROJECT SCHEDULE



General Approach

West Yost's approach to construction management and inspection for the Sludge Thickener and Dewatering Unit No. 3 Project is rooted in proactive leadership, collaborative problem-solving, and rigorous quality control. Our project delivery will focus on minimizing operational disruptions, maintaining safety, and achieving City goals for schedule, cost, and quality.

CONSTRUCTION MANAGEMENT SERVICES

West Yost's Construction Management (CM) team brings experience, procedures, tools, and knowledge together to proactively manage risks during construction. We have experience and knowledge on projects with construction values ranging from less than \$1 million to over \$220 million. Our CM and inspection services are focused exclusively on water, wastewater, and stormwater projects, and our services and past experience includes construction for water and wastewater treatment plants, pipelines, pumping stations, reservoirs and storage tanks, floodwalls, and drainage facilities.

West Yost's greatest resource is our structured approach to construction management. We focus on building strong relationships, preventing costly mistakes, and avoiding project schedule delays or budget overruns.

Success on any construction project must include the following in this order:

Safety	Safety for the general public in and around the project is of the utmost importance. Prioritizing safety leads to no lost-time accidents or incidents with the construction crews, City staff, the public, or the CM team.
Project Kick-off	The first 60 days sets the culture of the project going forward. If the project slips at the start, it is often difficult to recover.
Quality Management	Construct per the plans and specifications, approved submittals, and codes and standards. Operate under the phrase "trust but verify".
Cost Management/Control	Avoid or minimize change orders, assist the General Contractor (GC) in making their production goals, prevent rework with constant inspection, and manage our CM&I budget carefully.
Accountability	Hold people accountable for accomplishing action items and for their decisions.
Communication	The effectiveness and amount of communication is directly related to achieving the performance objectives of the previous five success factors – we must excel at communication.
Documentation	Thorough and complete documentation is essential in demonstrating compliance with the contract and recording actions that may become valuable to resolve a dispute during closeout of the project or when enforcing a warranty issue.

The Right Approach

THE RIGHT APPROACH PROTECTS YOUR BEST INTERESTS

Our CM group is successful not only because of the personnel and their commitment, but also because of our CM culture. Our CM approach is based on a foundation of the following principles. These principles are our "core values" and guide our ability to be successful:

- Take ownership of the project
- Want what our clients want
- Know that knowledge is the most important aspect of what we provide
- Stay involved and informed —we are not a "pass-through CM"
- Prevent or minimize problems
- Solve problems, solve them quickly, and solve them at the lowest level
- Be firm, but fair
- Be schedule managers, not schedule observers
- Verify coordination is happening – don't assumed it exists
- Excel at documentation – there is no protection without documentation
- Read the contract and grant requirements (if applicable) carefully – education is what you get when you do, experience is what you get when you don't
- Use escalation procedures to resolve disputes and keep the project team focused on getting the project built
- Know that we influence the outcome of our projects by what we do every day

Scope of Services

We have carefully reviewed the RFP's Section 3: Scope of Services. Below, we cover each individual scope item as identified under Tasks 1 through Task 5, as well as other services as necessary per Task 6. We have identified the RFP scope items in accordance with the associated task numbers listed under Section 3 in the RFP to assist the reader. We have completely addressed each sub-item listed in the RFP.

TASK 1 – PROJECT MANAGEMENT

Subtask 1.1 - Project Management/Monthly Reporting:

West Yost will provide overall project management, coordination, and supervision of project staff to facilitate performance of the project. West Yost will prepare monthly status reports to communicate to the City, design consultant, and outside agencies (if necessary) the progress of the work. The reporting will predominantly be through job-site photos and captions. Additional information will include project issues and tracking of special or contentious items. The monthly report will include information on schedule adherence, cost management, project issues, and the status of the CM contract.

Task 1 Deliverable

- Prepare and issue Monthly Status Reports to the City Project Manager.

TASK 2 – PRECONSTRUCTION SERVICES

Subtask 2.1 – Preconstruction Conference and Notice to Proceed (NTP):

West Yost will coordinate and lead the preconstruction conference with all stakeholders. Unresolved items will carry over to the first Progress Meeting. We will prepare, review with the City, and issue the Notice to Proceed (NTP) to the general contractor (GC).

Subtasks 2.2, 2.3 Labor Compliance: West Yost will enforce labor-related contract requirements, including Equal Employment Opportunity, Prevailing Wage, and DBE compliance, per Caltrans and state/federal regulations. We will register the CM portion on the DIR website, upload certified payrolls for inspection roles, and monitor the GC's compliance with CPR uploads.

Subtask 2.4 – Quality Assurance Review of

100% PS&E Package: We will review the final contract documents for familiarity and to identify ambiguities or errors that could lead to change orders during construction.

Subtask 2.5 – Staging Plan Management / Permit & Environmental Compliance Tracking:

West Yost will review GC-submitted staging plans for contract compliance, including access for plant operations, placement of warning signs, buffer zones, barricades, and

transition areas. We will maintain a permit inventory and tracking log, verify timely inspections and reports, and manage any required revisions. Permit-related reports will be submitted to agencies via email. Construction activities will be monitored to ensure compliance with regulatory limits and conditions.

Subtask 2.6 – Schedule Management: West Yost will evaluate the GC's preliminary schedule for compliance with contract requirements. If necessary, we will provide review comments and recommend adjustments to improve constructability and alignment with project goals.

Subtask 2.7 – Potential Claim Record Procedures:

West Yost will review the GC's claim procedures to ensure alignment with contract terms. A field-level dispute resolution process will be implemented, escalating to City and GC senior management if unresolved. Formal claim procedures will be followed when necessary.

Subtask 2.8 – Site Safety: West Yost will provide personal protective equipment (PPE) to its staff—including hard hats, vests, glasses, gloves, and ear protection—in compliance with OSHA and Cal/OSHA. Bi-weekly safety meetings will be held, and incidents promptly reported to the City. We will monitor the GC's safety practices to ensure a safe site for all personnel. Safety will lead each Progress Meeting agenda. Observed hazards will be reported immediately, with follow-up tracked in Procore and shared with the City.

Subtask 2.9 – Correspondence / Document

Control: West Yost will be the point of contact for all matters related to the administration of the construction contract with the GC selected for the project. All incoming and outgoing correspondence related to the project will be through the West Yost CM. This includes maintaining the project records in the recommended web-based document control system, Procore.

Subtask 2.10 – Submittal List Inventory: Prior to the start of construction, West Yost will create an inventory of all required submittals to be made by the GC. This list will be shared with the GC at the Preconstruction Conference, and they will be notified that this list will be updated by West Yost as the projects progress.

Subtask 2.11 – Survey Monument Preservation:

West Yost will review and monitor the GC's submittals for any survey monuments located within 100 feet of the project improvements, as required by the Project Specifications. Accurately locating and surveying these monuments before trench excavation helps avoid unnecessary destruction, reduces costs, and ensures proper restoration. West Yost will require the GC's California-licensed land surveyor to perform a pre-construction monument survey before any potholing or trenching begins.

Task 2 Deliverables

- Prepare the Preconstruction Conference agenda and meeting notes. Prepare and issue NTP.
- Monthly craft labor interviews, and a document that confirms receipt of the CPRs by the City for Progress Payment processing.
- Prepare a complete set of the affected plans and specifications annotated with notes/comments by the reviewers.
- Review comments to each of the staging plans submitted by the GC, where applicable.
- Prepare and issue the review comments to the Preliminary Schedule.
- Issue summary including the applicable contract language, interpretation, public contract code rules, and a summary of the GC's position including the cost and time impacts to any dispute or claim situation that may develop.
- Summary of bi-weekly safety tailgate meetings, and any incident report generated by the GC or the CM.
- Preparation of all outgoing correspondence such as letters, memos, submittal reviews, RFI responses, RFPs, change orders, progress payments, etc., generated within the web-based Procore document control system.
- Prepare a submittal inventory log listing all submittals required from the GC in accordance with the Project Specifications.
- Prepare a survey monument report listing all monuments within 100 ft of the project improvements. Any monuments to be disturbed shall be flagged by a licensed surveyor and replaced in-kind upon completion of the project.

TASK 3 – CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION

Subtask 3.1 – Construction Coordination: West Yost will lead daily coordination meetings with the City Project Manager, treatment plant operations staff, and the GC to review upcoming work and minimize impacts to plant operations. After each meeting, a summary email will outline key discussion points and planned activities. We will review Method of Procedure (MOP) submittals before authorizing work and use the Plant Access Request (PAR) process to identify potential operational impacts. PARs will be a standing item at weekly progress meetings to ensure proactive coordination.

Subtasks 3.2, 3.7, 3.18, 3.19 – Quality Control/

Inspection: West Yost will conduct daily QA inspections focused on cleanliness, safety, and contract compliance, including plans, specs, submittals, RFIs, and change orders. Materials will be verified against approvals or certifications. Non-compliance will trigger verbal and written notices, with payment withheld until resolved. Inspection reports will be logged in Procore with documentation of work, discussions, and photos. Pre-activity meetings will reinforce quality, reviewing scope, submittals, and RFIs, and requiring the GC to explain their means and methods for alignment with project standards.

Subtask 3.3 - Progress Meetings: West Yost will prepare agendas and lead weekly progress meetings (virtual or in-person) with the contractor, design team, City staff, and others. Discussions will cover safety, submittals, RFIs, changes, payments, plant coordination, scheduling, and quality. Special meetings will be held as needed, and all open items will be tracked and documented in Procore.

Subtask 3.4 – Monthly Status Report Meetings:

West Yost will conduct monthly management meetings with the City to review project status, schedules, change orders, safety reports, coordination efforts, and key issues. These meetings aim to keep the City informed and to develop solutions for emerging challenges.

Subtasks 3.5 – Schedule Management: West Yost will review the GC's baseline and monthly CPM schedule updates for accuracy and contract compliance. If updates lack quality or timeliness, we may recommend withholding payment until corrected. For performance delays, a Recovery Schedule will be required, and delay responsibility assessed. Weekly Statements of Working Days will track site conditions, delays, and time extensions.

Subtasks 3.6, 3.11-3.13 – Construction Budget

Monitoring/Progress Payment Review: West Yost will review the contractor's Schedule of Values and verify progress payment requests against field observations. Any discrepancies will be discussed before approval. A signed summary report will be submitted to the City, and payment timelines tracked per the Public Contract Code.

Subtask 3.8 – Submittals: West Yost will manage all construction submittals in Procore. Design-related submittals will be forwarded to the design consultant; West Yost will consolidate review comments and return them to the GC. Logs will track submittal status, turnaround, and responsibility. Construction submittals (e.g., safety plans, SWPPPs) will be reviewed by West Yost and shared with the design team for recordkeeping.

Subtask 3.9 - Requests for Information (RFI):

West Yost will receive all RFIs issued by the construction contractor and conduct an initial review before forwarding them to the design consultant. Once a response is received, West Yost will evaluate it for completeness. If satisfactory, the response will be returned to the GC. If the response results in a change to the contract's scope, quality, or schedule, a Potential Change Order (PCO) number will be assigned to the item and tracked through resolution. All RFIs and associated PCOs will be documented in a log and reviewed during weekly change order meetings.

Subtasks 3.15, 3.16 – Change Orders: West Yost will create and maintain a PCO log to track project changes arising from RFIs, GC Change Order Requests, or City-initiated changes. Each PCO will be analyzed to develop a rough order-of-magnitude cost estimate and a preliminary assessment of potential schedule impacts. West Yost will review each PCO with the City to confirm its validity. We will then request a quote from the GC and enter negotiations to reach a fair price. If an agreement cannot be reached, or if the work must proceed immediately, we will authorize it on a time-and-materials basis via a Field Directive. Once the work is completed and the cost finalized, West Yost will prepare a formal change order in accordance with City procedures. Approved costs will be added to the GC's Schedule of Values, and West Yost will verify the percent complete for payment authorization during the GC's progress payment submissions.

Subtask 3.17 - Labor Compliance: See Tasks 2.2 and 2.3 for further details regarding West Yost's approach for labor compliance.

Subtask 3.20, 3.22, 3.23 – Traffic Control (if applicable): West Yost will review GC-submitted traffic control plans for compliance with contract and approved plan requirements. The review will confirm access for plant personnel, appropriate public notifications, proper signage, adequate buffer space, suitable barricades, and correctly designed transitions. For full shoulder or lane closures, West Yost will monitor detour removal timing as required.

Subtask 3.21 – Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP) Monitoring: West Yost will track QSP inspection report submittals, verify updates, and maintain SWPPP documentation. The CM team will track the preparation and submission of pre- and post-storm event inspection reports completed by the GC's Qualified SWPPP Practitioner (QSP). West Yost will verify these reports, confirm necessary updates to the SWPPP, and ensure all records are maintained in the on-site SWPPP file. If deficiencies are identified, we will recommend a progress payment withhold

to the City. Before initiating this action, West Yost will notify the GC, allowing them an opportunity to correct the issue prior to enforcement.

Task 3 Deliverables

- Daily coordination summary (email) and processing of MOPs and PARs.
- Photo documentation of existing plant conditions, response to the contractor's overall QC plan and individual QC plans, concrete testing reports, special inspection reports, on-site inspector daily reports, non-compliance notices, stop notices when appropriate, and a running QC Deficiencies report.
- Prepare the agendas and current logs for the meeting. Prepare and issue meeting notes, logs, and the contractor's look-ahead schedule.
- Prepare the meeting agendas including the necessary logs and summarize discussions with meeting notes.
- Prepare and issue the Weekly Statement of Working Days. Prepare and issue the review comments to the Baseline Schedule, and the monthly Schedule Updates.
- Prepared and signed monthly progress payment applications, review notes on SOV progress, and documentation submitted to the City for approval.
- Collate the review comments received by the Design Engineer and/or Plant O&M staff and return to the GC. Prepare logs of current submittals in review and submittals needing to be resubmitted.
- Make final edits to the response, including information on forthcoming change orders or field directives. Update the RFI Log weekly.
- PCO Log, RFPs for potential change orders, individual agreed-to change orders for the GC's and City's signatures, and field directives for change order work that cannot be negotiated in time or cannot obtain an agreed-to lump-sum quote.
- Review comments to each of the traffic control plans submitted by the GC, where applicable.
- Update the permit tracking log, responses to the SWPPP reviews, and inspection reports needed to comply with individual permit requirements.

TASK 4 –QUALITY ASSURANCE AND MATERIALS TESTING SERVICES

Subtasks 4.1-4.9 Materials Testing & Special Inspection:

West Yost will coordinate all materials testing and special inspections through our subconsultant, Crawford & Associates, Inc. (Crawford). Crawford will

conduct standard quality assurance sampling and testing of soils, concrete, and masonry. Soil testing will include classification, gradation, plasticity index, clay content, optimum moisture content, compaction curves, and in-place density using nuclear gauge or sand cone methods. Concrete testing will include slump and temperature measurements, with samples collected in the field, cured in a lab, and compression tested at 7 and 28 days.

We have also partnered with Bay Area Coating Consultants (BACC), a NACE-certified coatings inspection firm, to provide special inspection services for all coating systems applied during the project.

As part of this task, West Yost will manage the MTAs, ensure City authorization for testing during unsuitable weather conditions, and oversee the review, logging, and transmittal of test reports to the GC and design consultant for recordkeeping and acceptance.

Task 4 Deliverable

- Inspection and test reports generated by our subconsultants on backfill materials, concrete, masonry, welding, and coatings inspections

TASK 5 – POST CONSTRUCTION SERVICES

Subtasks 5.1, 5.3 – Project Closeout: West Yost will assist the City in closing out the project that includes confirming receipt of all special warranties, spare parts, confirming that all Stop Notices received during the project have been released by the originators, lien release waivers have been received, and that all remaining items of physical work and administrative work have been completed. A project audit of lessons-learned will be conducted and key issues with solutions will be documented and submitted to the City for future reference.

Subtasks 5.2, 5.7 – Project Document Delivery: West Yost will electronically copy correspondences including letters, memos, field orders, submittals, RFIs, Change Orders, as-builts, and Daily Inspection Reports that were generated or collected during the course of the project. Files will be saved in PDF format and final record drawings will be scanned and stored on an appropriately sized electronic storage device.

Subtask 5.4 – Claims Resolution (if necessary): As an optional task if needed, West Yost will lead the effort in resolving any outstanding disputes/claims with the GC. The resolution process will involve a detailed review and summary of the contract wording and presentation to ascertain a fair interpretation of the contract requirements to the City. After review with the City of the findings, a

meeting will be held with the GC to present the findings and to hear their position and try to resolve the matter at this level. If there is dispute with entitlement, the resolution will utilize an issue escalation process to resolve the matter at higher management levels of West Yost, the City and the GC. If it becomes necessary to review the original bid documents that were placed in escrow at the start of the project, we will do so if the GC agrees with that approach. If an equitable agreement still cannot be made, we will direct the GC to follow the guidelines in the front-end documents in filing a claim and then follow the requirements of the contract in resolving disputes in a more formal manner.

Subtasks 5.5-5.6 – Punch List and Final

Inspection: The CM will arrange a final inspection once the construction GC requests Substantial Completion. The inspection will create a final punch list of work items to be completed. The punch list will be transmitted to the GC with the decision on the substantial completion request. The remainder of the contract will be to confirm that the items on the punch list have been addressed and any other remaining deliverables received. West Yost will confirm that aspects of the of the project administration have been completed. The punch list will address any outstanding Stop Notices that are currently unresolved.

Task 5 Deliverables

- Correspondence recommending Final Acceptance be granted by the City Council will be written and any processing needed to release the final payment/retention will be made. Lessons-learned list for City future reference.
- Electronic storage device containing the project records in the approved file format(s), file naming convention, and directory structure.
- Issue summary including the applicable contract requirements, interpretation, and a summary of the GC's position including the cost and time impacts to any dispute or claim situation that may develop.
- Final punch list and correspondence regarding the granting of Substantial Completion.

TASK 6 – OTHER SERVICES AS NECESSARY

Subtask 6.1 – Construction Management

Work Plan: West Yost will prepare the Construction Management Work Plan (CMWP) for the project. The plan will be prepared after conducting several workshops with City staff/departments, external agencies, the County of Stanislaus, and local residents that will be affected by the construction work, to obtain insights and input. West Yost will conduct an informal Partnering kickoff meeting, hosted and facilitated by West Yost with the GC, Design Consultant,

and the City. These workshops will define how we will integrate the City staff and procedures, external agencies, and local emergency responders, and to develop lines of communication and relationships with the residents that will be affected by the construction work.

Subtask 6.2 – Escrow Bid Document Review:

West Yost will conduct a review of the low bid general contractor's escrow bid documents, including major subcontractors to confirm that the complete cost estimate received for the project. Upon completion of the review, the bid documents will be placed in a sealed container and kept throughout the duration of the project and opened only if it may possibly resolve a contract dispute.

Subtask 6.3 – Preconstruction Photo and Video Documentation:

West Yost will conduct a photo document, along with a representative from the general contractor (GC), electronic still photos and video recording of the condition of the existing infrastructure throughout the plant in the vicinity of the project site(s) to have a visual record of what condition these assets were before construction commences. This will be used to resolve disputes regarding repairs or levels of restoration prior to deeming the project complete.

Subtask 6.4 – As-Built Record Drawings: As part of the monthly progress payment review process, West Yost will evaluate the GC's maintenance of as-built drawings and specifications. This includes verifying that notations such as RFI responses, clarifications, and change orders are properly recorded. For components that may be difficult to locate once buried or encased in concrete, approximate measurements will be noted and reflected on the as-builts. Reviews will be conducted monthly, and progress payments may be withheld if the record drawings are not adequately maintained. At project closeout, the GC will submit their final as-built drawings to West Yost, who will review and compare them to our own records of field conditions. If acceptable, West Yost will forward the documents to the design team for incorporation into the final CAD files.

Subtask 6.5 – Testing, Startup, and

Commissioning: West Yost will confirm the GC complies with the contract requirements for preparing test plans and procedures, and adequately plans the work needed to test and startup each individual piece of equipment and system. Weekly startup meetings will be conducted by West Yost to review performance related to actual testing, O&M manual submittal and approvals, training, and issues found during the testing activities. Testing activities will be witnessed by West Yost and plant O&M staff will be integrated with the activities so that when the operation of the new facilities is transferred to their control it will result in a seamless transition.

Task 6 Deliverables

- The CMWP
- A completed review of the low bidder's bid documents.
- Updated Permit Tracking Log and documentation of permit-related inspections and agency correspondence.
- Photos and video recordings of all preconstruction existing conditions.
- Weekly updates to the CM's as-built/conformed set of record drawings and specifications, and transmittal of the CM's and contractor's as-built record drawings to the Design Engineer at conclusion of the project.
- Prepared and signed monthly progress payment applications, review notes on SOV progress, and documentation submitted to the City for approval.
- Reviews of test plans and procedures, review of the Commissioning Schedule, Weekly Startup Meeting agendas and minutes, and review of test records and logging into the test plans.

Sections D-G	
D. Cost Proposal Content	Per RSQ requirements, the cost proposal has been submitted as a separate file named <i>WQCF Sludge Thickener & Dewatering Unit No. 3 Project CIP 24006 & 24007 – West Yost Fee Schedule</i> .
E. Contract Comments	West Yost has been successful in negotiating acceptable contract terms with the City in the past and would appreciate the opportunity to discuss any comments that arise with the City if we are selected for the project.
F. Entire Proposal Package	West Yost has prepared this proposal in full compliance with the City's requirements. The main body of the proposal is limited to 20 single-sided 8½" x 11" pages, excluding the cover, section dividers, cover letter, subconsultant commitment memorandum, and appendices. Charts and schedules are provided on 11" x 17" sheets where appropriate. No elaborate or promotional materials have been included.
G. Changes	West Yost confirms that no changes to proposed key personnel or subconsultants have been made during the procurement process. Should any changes become necessary, West Yost will notify the City in writing and request approval prior to implementing any staffing or subconsultant modifications, in accordance with the RSQ requirements.

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT.

CONSULTANTS

By:  _____
[Title] Vice President

EXHIBIT C

Fee Schedule



ATTACHMENT 2 Project Office Location

100 Howe Avenue
Suite 110S
Sacramento, CA 95825
916.306.2250 phone
530.756.5991 fax
westyost.com

May 8, 2025

Kyzen Nicolas

Associate Engineer

City of Manteca – Engineering Department

1001 West Center Street, Suite E

Manteca, CA 95337

RE: Fee Schedule for Construction Management & Inspection Services for the WQCF Sludge Thickener & Dewatering Unit No. 3 Project (CIP 24006 & 24007)

Dear Kyzen:

West Yost is pleased to submit the attached estimate of costs for Construction Management Services for the WQCF Sludge Thickener and Dewatering Unit No. 3 Project for the City of Manteca's (City's) review and consideration. The fee estimate is based on an extended schedule of 32 months, or 990 calendar days (CDs) to Final Completion. The following assumptions were also used in putting together the estimate:

Estimated Start Date	6/2/2025
Estimated Completion Date	2/17/2028
Estimated Construction Duration (Months)	32
Estimated Construction Duration – Calendar Days (CDs)	990
Estimated Construction Duration – Working Days (WDs)	669
Max Hours – Construction Phase (WDs x 8 hr/day)	5,344
Overhead Direct Costs (ODCs)	Estimate based on vehicle usage rate on attached rate sheet
Vehicle	Assumes 5% annual rate increase.
Annual Rate Escalations	

This is a critical juncture in your project's construction. Planning, design, and construction management is by far the smallest cost in your project's lifecycle, and it has the greatest effect on the total cost, because unlike all other contributors whose costs simply add to the total, the construction management portion of the fee can actually save the City overall cost both short and long term.

In the lifecycle of your project the biggest costs will be construction, equipment, operation, maintenance, and financing. Each of these will be many times greater than the cost of this construction management fee, yet construction management affects them all. Less effort and expertise in construction management can invite more and larger change-orders and increases the likelihood of claims. A cost-minimized construction management effort will not likely include budget to consider options aimed at simplifying construction or reducing O&M over the life of the project. These higher costs will then require greater financing costs over the life of your project.

The optimal construction management effort (cost) is the one that minimizes all project costs and delivers the lowest total cost to the end user. That's precisely what we've estimated here. An engineering/construction management firm can always propose to do less construction management or assign less qualified staff when cost is a determinant in the selection.

Simply offering less may sway an unaware client, but it comes at a considerable price to the project and to those paying for it. Herein we have assumed that you and your rate payers desire to achieve the lowest total project cost, so have proposed the construction management effort necessary to achieve that end.

Kyzen Nicolas

May 8, 2025

West Yost will perform the Scope of Services described in our proposal, provided under separate cover, on a time-and-expenses basis, at the billing rates set forth in West Yost's Billing Rate Schedule, attached, with a **not-to-exceed budget of \$2,137,576**. Also included is a budget for optional tasks in the amount of \$49,936, identified by the project team that we believe further minimizes risk, while maximizing quality and value over the lifecycle of the project. This optional task budget, in part or as a whole, shall only be accessed upon written approval from the City. A breakdown of our fee is provided in the Fee Sheet A breakdown of our fee is provided in the Fee Sheet.

We welcome the opportunity to discuss our fee estimate with the City and are open to negotiation if the City feels certain aspects of the scope are not warranted or if other items should be included. Likewise, West Yost is open to discussion regarding the addition, removal, and/or adjustment of each staff member's and/or subconsultant's percentage of involvement, as the City sees fit. If you have any questions or would like to discuss any aspect of this proposal, please contact Project Manager, J.P. Davis.

Sincerely,

WEST YOST



J.P. Davis, PE, CCM, QSP
Project Manager

530.400.8781 | jdavis@westyost.com



Greg Chung, PE
Vice President

925.949.5804 | gchung@westyost.com

Fee Sheet

											Principal		Construction Manager IV	Construction Manager IV	Resident Inspector (Prevailing Wage - Group 2)	Construction Manager I	Technical Specialist I	Principal Tech Specialist I	Technical Specialist II	QC Review																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
West Yost Associates											P \$373 Kelye M.	CM IV \$303 JP D	CM IV \$303 Ted D.	RI_G2 \$235 Calvin Y.	CM I \$211 Amy R.	TS I \$196 Raven L.	PTS I \$336 Zane W.	TS II \$224 Christian N.	P \$373 Jim M.	Labor		Technology & Admin 0%	C&A	BACC	Costs																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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PROJECT: CM&I Services - WQCF Sludge Thickener & Dewatering Unit No. 3 Project																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II	\$185 / \$215
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually