

**AGREEMENT BETWEEN THE CITY OF MANTECA AND  
WOOD RODGERS, INC. FOR THE NILE GARDEN WELL 30  
WATER SUPPLY PROJECT**

This Agreement is made and entered into this 19<sup>th</sup> day of October, 2022, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("the City") and Wood Rodgers Incorporated, a California corporation ("Consultant").

**RECITALS**

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

**AGREEMENT**

1. Scope of Services. Consultant shall perform the Scope of Work for the Nile Garden Well 30 Water Supply Project ("Project") as described in Attachment 1 – Request for Proposal and in accordance with the Proposal submitted by Consultant as dated May 10, 2022; and Attachment 2 – Scope of Work and Fee Schedule dated August 31, 2022, all of which are incorporated by reference as if set forth in full. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1&2, subject to the direction of the City through its staff as may be provided from time to time.
2. Work Through City Staff. Consultant shall perform services under this Agreement solely at the direction of City staff. No communications, information, or documentation shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.
3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, as shown in Attachment 2. All work shall be completed no later than December 7, 2023. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.
4. Compensation. Without additional authorization from the City, compensation to be paid to the Consultant shall not exceed **FIVE HUNDRED FIVE THOUSAND FOUR HUNDRED FOURTY SEVEN DOLLARS (\$505,447)** unless otherwise permitted herein. If additional professional services are required from the City to meet the

objective and needs of the Project, the Consultant shall notify City in writing of out of scope work and estimated fee for such work. Claims for reimbursement of additional costs shall be submitted by the Consultant in writing and approved by City staff prior to the Consultant starting the additional work. Consultant shall not be entitled to compensation for additional work performed prior to receipt of approval by City staff. Finally, payment by the City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

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

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

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

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

8. Ownership of Documents; Confidentiality.

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

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance

## ATTCHMENT 5

of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

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

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

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

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

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

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

### 11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's

services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

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

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

**12. Professional Ability of Consultant.**

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

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

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

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

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

challenging utility rates implemented by the City as a result of Consultant's performance of the services hereunder.

**16. Insurance Requirements.**

A. Job specific insurance requirements can be found on Attachment 3 – Insurance Requirements, which is incorporated herein by reference as if set forth in full. Other insurance provisions can be found below:

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

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

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

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

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

If to City:                    City of Manteca  
                                  1001 W. Center Street  
                                  Manteca, CA 95337  
                                  Attention: Somporn Boonsalat, Senior Engineer

If to Consultant: Wood Rodgers, Inc.  
3301 C Street, Bldg. 100-B  
Sacramento, CA 95816  
Attention: Jeffrey Lodge, Principle-in-Charge

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

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

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

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

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

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

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

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

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

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

28. Prohibited Interests.

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

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

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

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

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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.

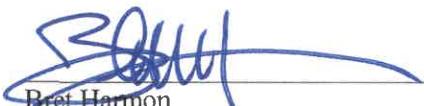
**CITY OF MANTECA:**

  
Toni Lundgren  
City Manager

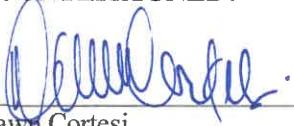
**ATTEST:**

  
Cassandra Candini-Tilton,  
Director of Legislative Services

**COUNTERSIGNED:**

  
Bret Harmon,  
Director of Finance

**COUNTERSIGNED:**

  
Dawn Cortesi,  
Acting Director of Human Resources

**WOOD RODGERS, INC.:**

**S-Corporation**

*(Form of organization)\**

  
Jeff Lodge

By:

*(Signature)*

Jeffrey A. Lodge, Principal Engineer

*(Type name and title)*

**APPROVED AS TO FORM:**

  
L. David Nefouse,  
City Attorney

**DANIELLA G. GREEN**  
**DEPUTY CITY ATTORNEY**

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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**ATTACHMENT 1**  
**REQUEST FOR PROPOSAL**

# Nile Garden Well 30 Water Supply Project

## Request for Proposals



**Issued:** April 6, 2022

**Electronic Proposals are Due:** May 2, 2022, 5:00 PM PST

**ATTCHMENT 5**  
**ATTCHMENT 1 - REQUEST FOR PROPOSAL**

## 1 Introduction

The City of Manteca (City) is soliciting ELECTRONIC REQUEST FOR PROPOSALS (RFPs) from professional consulting firms to prepare the Nile Garden Water Supply Project. Refer to **Table 1** for RFP deadlines.

Firms submitting proposals for this project must have a project manager licensed as a Professional Engineer in the State of California and have experience in the field of water infrastructure design.

Primary objectives include the following:

- Well 30 drilling and equipping
- Design of 4-in pipeline
- Facilities within Nile Garden Elementary

Proposals shall be concise, well organized, and demonstrate the consultant's qualifications and experience relating to the proposed project. At minimum, proposals shall include the information in the following sections.

Preliminary design drawings and specifications of the well drilling, well equipping and facilities at Nile Garden Elementary have been prepared. The expectation is that consultants will build on these documents (i.e. reference site layouts, equipment types, etc.) to prepare the final design drawings and specifications.

Innovation is encouraged to provide the City with comprehensive services in the most efficient, cost effective manner.

### 1.1 Project Timeline

The timeline below provides an approximation of time needed to complete key projects tasks. The timeline may change based on project needs.

- Well 30 and Pipeline Fully Operational: August 30, 2023

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

**Table 1: RFP Deadlines**

Milestone	Deadline
RFP Issued	April 6, 2022
Deadline for Clarifications/Inquiries	April 21, 2022, 5:00 PM PST
Deadline for Proposal Submittal	May 2, 2022, 5:00 PM PST
Award of Contract (tentative)	May 24, 2022
Issue Notice to Proceed (tentative)	May 25, 2022

PST: Pacific Standard Time

Proposals received past the deadline will not be considered. The City accepts no responsibility if delivery is made to another electronic mail address or other technological issues that cause a submittal to be late or not received by the deadline. An evaluation team will review submitted proposals and select the best proposal based on the evaluation criteria outlined in the RFP. The selected consultant will then be

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recommended to the City Council for entering into a contractual agreement for services. A free electronic copy of the RFP can be obtained by going to the City's website via the link below.

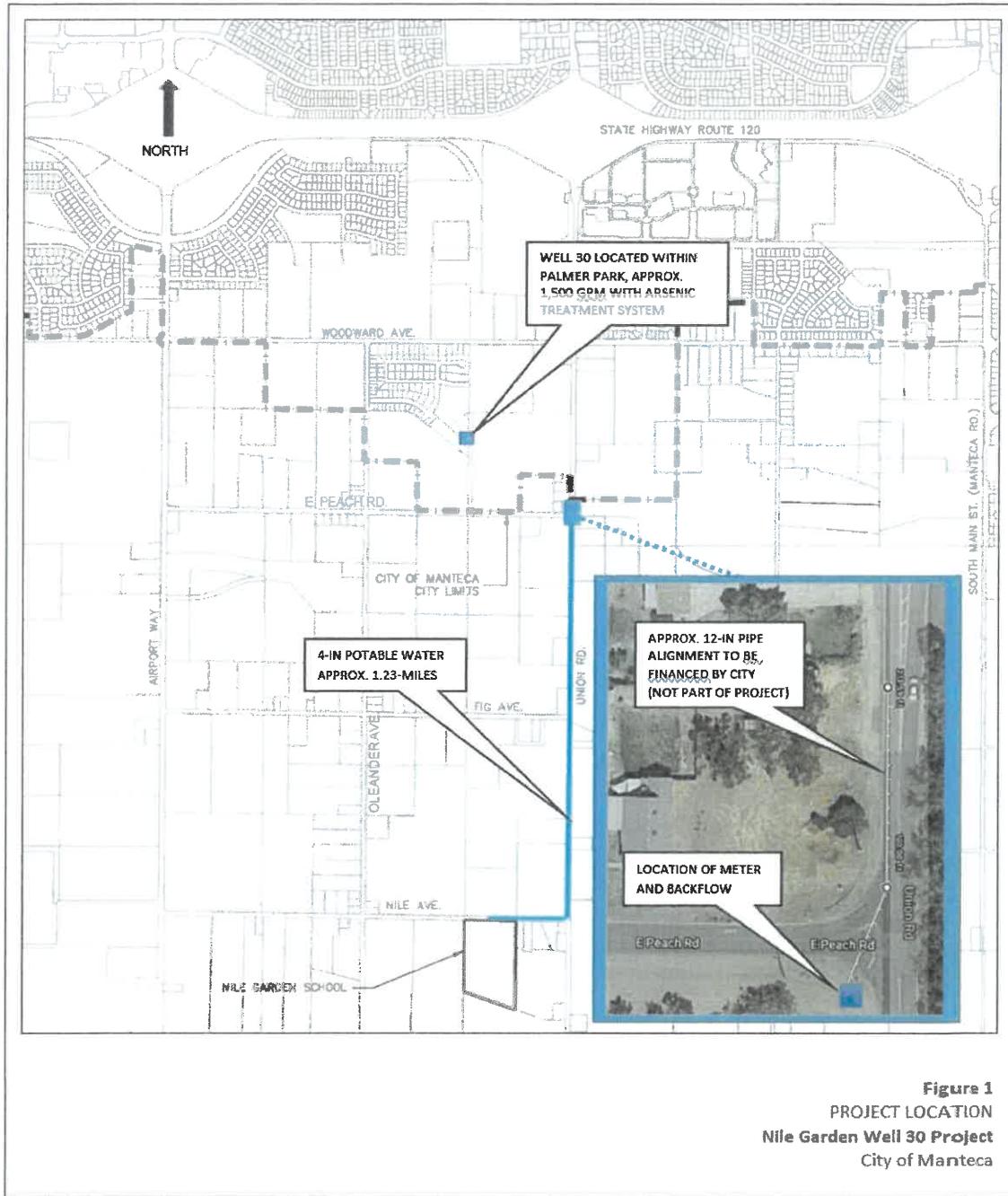
**Link to this RFP:** <https://www.ci.manteca.ca.us/Pages/RequestForProposal.aspx>

## 2 Background

The City of Manteca (City) is seeking proposals from qualified firms for the preparation of design documents for one (1) new potable water well, a 4-in pipeline (approximately 6,500-ft in length), and new facilities within Nile Garden Elementary School. The project locations are shown in **Figures 1** below.

The letters 'RFP' are rendered in a large, bold, serif font. Each letter is filled with a dense, scattered pattern of smaller, lighter-colored text fragments, giving them a textured, almost illegible appearance. The 'R' is on the left, the 'F' is in the center, and the 'P' is on the right.

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The City of Manteca and the Manteca Unified School District (MUSD) have collaborated to obtain a grant totaling approximately \$5 million from the State Water Resources Control Board to construct the Nile Garden Well 30 Water Supply Project. The Project was created to build the necessary improvements to provide drinking water to Nile Garden Elementary School because the school's onsite well no longer meets the State's drinking water standards.

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**ATTCHMENT 1 - REQUEST FOR PROPOSAL**

The City intends to assume Lead Agency role for implementation and construction of this Project outside the School property, which includes a 4-in pipeline, and new Well 30.

The new well will be designed for a production capacity of approximately 1,500 gallons per minute (gpm), but not to exceed the safe yield of the aquifer of 1 acre-foot per year per acre (1 AFY/acre). The proposed well will require treatment of the groundwater for compliance with the arsenic maximum contaminant level (MCL).

The City is also seeking proposals from qualified engineering firms for the items listed below:

- Design engineering
- Bidding assistance
- Construction Management services

Services requested include contract documents to complete the well drilling element with a second phase to include field investigations, well equipping design, engineering analysis for well pumps, groundwater treatment and associated mechanical equipment. Work includes preparation of two sets of bid documents for construction of the well, pipeline, and construction of the well equipping. It is the City intent to include all construction elements (well, pipeline, school facilities) in one set of bid documents.

The City currently relies on a combination of groundwater and surface water for its water supply. The surface water supply is provided by the South San Joaquin Irrigation District through a regional transmission pipeline. The City's existing wells are aging and this project is to replace lost capacity due to the retirement of two wells

The City's objectives for this project are:

- a. Design and construct Well 30 to produce 1,500 gallons per minute (gpm), without exceeding the safe yield,
- b. Design and install pump facilities for Well #30,
- c. Design and construct groundwater treatment,
- d. Construct the well and install the pipeline and MUSD improvement simultaneously, one bid package for the well drilling and downhole work and a second bid package for the pump/groundwater treatment facilities,
- e. Minimize construction related impacts to surrounding neighbors at all project sites.

## 2.1 Available Project Information

Preliminary design drawings and specifications of the well drilling, well equipping and facilities at Nile Garden Elementary have been prepared. The expectation is that the consultant will build on these documents (i.e. reference site layouts, equipment types, etc.) to prepare the final design drawings and specifications.

The documents listed are available for reference in preparation of the proposal and design/construction documents. These documents are available on the same webpage as this RFP; refer to **Table 2** for web links.

- Preliminary drawings of the equipping, pipeline, and improvements within Nile Garden Elementary.

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- Planning Phase Engineering Report: includes Hydrogeologist Test Well 30 Memorandum, detailed information about the consolidation project, Nile Garden Elementary onsite facilities, transmission pipeline, Well 30 layout, and engineers' cost estimates.

## 2.2 Project Location

- Well #30 – Located at Palmer Park, on Sephos Street.

Proposals and subsequent interviews, if necessary, will be used to select a firm for this project. The available information, scope of work, proposal requirements, and schedule are presented below.

## 2.3 Design Considerations

The Well #30 site will be located within the Palmer Park at a dedicated site at the south corner of the park. The well site is cleared and has no landscaping or turf. Residential homes are in close proximity to the south and east boundary of the parcel and noise and other considerations will need to be addressed during construction. The well to be drilled shall produce an approximate 1,500 gallons per minute (gpm) of water during extraction, or less if the safe yield does not allow for 1,500 gpm. Water quality of the well should meet all Title 22 drinking water standards without additional treatment.

The site shall be designed with security and neighborhood aesthetic appeals in mind. The City is interested in evaluating different pump types for energy use efficiency, operational flexibility, and maintenance ease. Disinfection process shall be bulk delivery of hypochlorite solution.

Final elevations of the wells shall also be surveyed and included as part of the work. The selected firm will be working with City staff to determine the proper equipment to be installed at the well sites. Noise attenuated backup generators will be required at both sites.

Full supervisory control and data acquisition (SCADA) will be required via a local control panel at the well site via radio telemetry from the City's Municipal SCADA server located at Well 19. Access control and security system cameras will also be part of the project. The selected engineering firm will be responsible for the design and integration of the local process control system and SCADA system, access control, and security system. Coordination with City staff, and the City's SCADA Consultant, will be required to ensure all design, configuration, and integration is consistent with the City's requirements.

Given the nature of construction at project sites and its proximity to residents, the selected engineering firm will work with City staff on community outreach activities. These activities will include but not limited to stakeholder meetings, public workshops, and news releases. It is anticipated that the City will lead this effort with some assistance from the selected engineering firm in providing project slides displaying the project site, selected equipment, and proposed layout.

Table 2 list links to documents referenced in this RFP and other useful resources.

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**ATTCHMENT 1 - REQUEST FOR PROPOSAL**

**Table 2: Links to Reference Documents and City Resources**

Document / Resource	Link
0 - Nile Garden Water Supply Project RFP (this document)	
1 – Planning Phase Engineering Report	<a href="https://www.ci.manteca.ca.us/Pages/RequestForProposal.aspx">https://www.ci.manteca.ca.us/Pages/RequestForProposal.aspx</a>
2 - Preliminary Drawings	

### 3 Proposal Submission and Format

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

Proposal packages are to be submitted to: [knicolas@ci.manteca.ca.us](mailto:knicolas@ci.manteca.ca.us)

Submittals or inquiries sent to other emails will not be accepted.

### 4 Work Proposal

#### 4.1 Work Proposal

All proposals shall have a 12-page (one-sided page) limit. The proposal, resumes, and project schedule shall all be included within the page limit. The cover letter shall consist of maximum two (2) pages and include the following:

- a. The proposer's legal name, address, telephone number, email address, and contact person for the remainder of the selection process;
- b. Any qualifying statements or comments regarding the proposer's submittal, including proof of proposer's capabilities to prepare a Nile Garden Water Supply Project;
- c. Statement indicating the validity of the proposal for a minimum period of 120 calendar days subsequent to the proposal due date; and
- d. Resumes provided for each staff member shall be one page long at most. Resumes shall indicate college education, degrees earned, year licensing was obtained, and relevant project experience.

#### 4.2 Organization Credentials, Background

- a. Number of years in business preparing similar potable water and pipeline for municipal clients;
- b. Type of organization (partnership, corporation, etc.);
- c. Location of the office that will support your project team and perform the work. The individuals identified in the proposal shall be the same individuals that must complete the project work and meet/communicate with City staff on an on-going, consistent, and regular basis. The City shall be notified in writing of any change in staff members at minimum 30-days in advance. Changes is

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staff will need to be approved in writing by the City. This applies to all staff including staff from other firms; and

- d. Count and description of personnel resources within the firm, including, but not limited to, in-house professional disciplines of the firm.

#### **4.3 Experience**

Relevant experience with the preparation of potable water systems including well design and equipping, permitting of new well facilities, hydraulic design, pipeline design, and design of arsenic treatment systems.

A minimum of three (3) references of existing and past water agency clients with emphasis given to work completed within the last five years. Please provide the following:

- a. Project name/location
- b. Project Manager name
- c. Completion date or current status
- d. Client name and client representative with telephone number and e-mail address
- e. Description of project
- f. Original project budget and final cost
- g. Original project duration and final project duration
- h. If project team includes a prime consultant and sub-consultants, provide detail regarding the role of the consultant and sub-consultants.

#### **4.4 Project Team**

##### **4.4.1 Lead Firm**

Clearly identify the lead firm noting the following items:

- A. The lead firm shall oversee the project, be responsible for the successful completion of the work, and coordinate the work of all its sub-consultants.
- B. The lead firm must provide information that demonstrates its experience as a prime or major sub-consultant on projects of similar type, size, and complexity as the project under consideration.
- C. The Lead Firm shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

##### **4.4.2 Project Manager**

Identify the Project Manager, which will be the primary client contact, that will be responsible for the management of the project (through the duration of the entire project), and for ensuring that the project performs within the agreed-upon scope, schedule, and budget. Information regarding the Project Manager's qualifications and experience (both technical and managerial) shall be provided as indicated below.

- A. Project Manager shall conduct presentation during interview by City staff.
- B. The Project Manager must have demonstrated strong project management and organization skills, contract management abilities, and effective communication and interpersonal skills.
- C. The Project Manager must meet the minimum qualifications, as follows:
  - i. An employee of the lead firm; and

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ii. A minimum of 10 years of relevant experience with the preparation of similar projects.

#### 4.4.3 Project Team

Only personnel that will work on the project (through the duration of the project) shall be identified in the proposal. Changes to the project team shall be approved by the City.

- a. The project team may consist of staff from the lead firm and from other consulting firms with expertise in specific areas (sub-consultants).
- b. The proposal should clearly identify key personnel and Subject Matter Experts with workload information and commitments of availability to work on the project to ensure that all prescribed deadlines are met.
- c. List of proposed team members with titles that are expected to be involved throughout the life of the project, including prime consultants and sub-consultants;
- d. Provide an organization chart of the proposed project staffing; and
- e. Provide resumes (one-page maximum per team member) and related experience of each member that will be involved. Emphasis should be given to work completed for comparable municipalities within the last three years.

#### 4.5 Project Understanding and Approach

This section should demonstrate the proposer's understanding of the Project and the services required under this RFP, how the work will be organized, and anticipated key issues to be addressed. This section should include:

- a. Description of the proposer's overall approach to the services required under the Scope of Services, such as an outline of a work plan that describes how the proposer will organize the services;
- b. Description of those areas that the proposer is most likely to have challenges, and discuss means to resolve those conflicts or avoid them altogether;
- c. Identify what the proposer feels are the key components to making the project successful; and
- d. Other information that will assist City in selecting the most qualified consultant.

#### 4.6 Schedule of Work

The proposal shall include a schedule of work items on a task-by-task basis, including an estimated completion date for each task.

#### 4.7 Objections to Professional Services Agreement

Objections shall be submitted in writing with justification clearly stated. Any consultant with objections to terms contained in the City's Agreement for Professional Services (see **Attachment A**) must advise the City of such objections and requested modifications as part of its proposal. Failure of a proposer to accept the terms of the City's Agreement for Professional Services may result in the rejection of the proposal. It shall be the responsibility of the prospective consultants to review all sections and exhibits of the Agreement for Professional Services, including insurance requirements included as **Attachment B**. If no objections are received, the City will assume the proposer is able to and will enter into the Agreement for

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Professional Services and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful consultant's failure or refusal to execute the City's Agreement for Professional Services.

## 5 Scope of Services

The Scope of Services is comprised of the tasks detailed in the following sections.

### 5.1 Task 1 - Kick-Off Meeting

The consultant shall attend a project kick-off conference call with the use of screen sharing capability with City staff to discuss project parameters, scheduling constraints, and other relevant information regarding services required by this RFP to prepare the Project, and additional documents as outlined below. **Consultant shall maintain a project schedule, which shall be updated, and submitted to the City at least once per month.** Project update meetings shall take place once per month at minimum or more frequently as required by project needs.

If in-person meetings or gatherings are needed, considerations for enhancing protection of individuals and preventing spread of coronavirus disease 2019 (COVID-19) will need to be implemented. City staff and consultant will coordinate and determine, whether and how to implement these considerations, making adjustments to meet the unique needs and circumstances of the local community. ZOOM or similar remote meeting applications may be used if remote meetings are needed. City staff and consultant will coordinate the best use of remote meeting applications to encourage public participation. In-person meetings will be held as needed for the project.

The consultant shall prepare a detailed schedule of the project and identify completion dates for key milestones. The consultant is responsible for reviewing and becoming familiar with all pertinent data and requirements for completion of the project.

### 5.2 Task 2 – Construction Documents

The selected firm will develop two sets of detailed design drawings and construction specifications for this project, one for the drilling and construction of the wells, and one for construction of above ground improvements at both well sites.

Construction documents shall incorporate City Engineering Standards and General Conditions as appropriate. Plans and specifications shall be submitted to the City for review at the 90%, and 100% design stages. The 90%, and 100% submittals shall drawings, specifications, supporting documents, and engineer's cost estimate for review. A technical review meeting shall be held after the 90% submittals to discuss the City's comments. One reproducible set and PDF fi sets of drawings and specifications along with the final engineer's cost estimate shall be provided as the Final submittal. Specifications shall also be provided electronically in both PDF and Microsoft Word (Word 2010) formats.

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### **5.3 Task 3 – Permits**

The selected firm shall determine what permits and agency authorizations are required for implementation of the project. The selected firm shall prepare the application(s) for required permits and coordinate with all other agencies as required. The City will sign and submit the permits. The selected firm shall also track permit progress and provide any additional information required by the permitting agency.

### **5.4 Task 4 - Assist City Staff in Construction Bidding and Contractor Selection**

Two bid periods and two contractor selection processes are anticipated: one for drilling of the well and installing the pipeline, and the other one for construction of well pump station and treatment equipment. The City may request assistance with the following tasks:

- Coordinate and conduct pre-bid meetings, prepare and distribute pre-bid meeting minutes as necessary
- Prepare responses to bidder's inquiries during bid period (RFI's)
- Prepare and distribute bid addenda
- Review construction bids received and prepare a recommendation to the City regarding bid completeness/responsiveness, bidder capabilities, and contract award
- Prepare 5 conformed sets of specifications and drawings as directed by City

### **5.5 Task 5 – Construction Well Drilling and Well Equipping**

The selected firm will provide engineering services during construction including the following:

- Review contractor submittals for conformance with the design drawings and specifications.
- Coordinate with City on change order requests.
- Provide services needed during well drilling for bore hole plumbness, well development, soil classification, and collecting formation water sampling

### **5.6 Task 6 – Hydraulic Model Technical Memorandum**

The selected firm will carry out a hydraulic analysis to confirm the 4-in pipeline size is adequate for the school. This analysis is meant to be simple and take into account the line tie-in to the City's potable water pipeline network. The analysis shall be submitted as a technical memorandum for review by the City.

### **5.7 Document Submittals**

The following document submittal guidelines shall apply, except where noted, for each document identified for each task.

- Draft version of each document for internal review
- Final version, which incorporates comments from City staff

### **5.8 Deliverables**

The Consultant shall provide to the City the following products and services as part of this project and others the consultant deems necessary to provide a complete Project.

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5.8.1 Draft copies

- One (1) PDF copy
- One (1) electronic version of the complete document in Word 2010 file format
- One (1) electronic version in PowerPoint file format (applies to presentations)
- One (1) AutoCAD version of figures and exhibits, where needed

5.8.2 Final document

- One (1) PDF copy
- One (1) electronic version of the complete document in Word 2010 file format
- One (1) electronic version in PowerPoint file format (applies to presentations)

5.8.3 Project Schedule

Given the complexity and number of documents required in the Scope of Work, the consultant shall update the project schedule on a monthly basis. Please submit PDF copy and a copy in Microsoft Project format.

## 6 Cost Proposal

The proposer must submit a detailed cost proposal for all services and materials anticipated to complete the Scope of Services with a "not-to-exceed" fixed fee, which shall be the sum of all tasks. The cost proposal shall be submitted as a separate PDF file. The file name shall follow this naming convention: "*Nile Garden Well 30 Supply Project.pdf*". Provide a fixed dollar amount for each of the services and materials as described in the Scope of Services.

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

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

Innovation is encouraged to provide the City with comprehensive services in the most efficient, cost effective manner.

## 7 Proposal Evaluation

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

- a. Project Management (15 points). Components of project management that demonstrate capability in management of projects of this scope. Include a sample monthly report. Please include a project schedule that accounts for the Scope of Services.

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- b. Project Understanding/Project Approach (40 points). The proposal adequately demonstrates an understanding and experience in preparing similar potable water projects for municipalities. Innovative approaches for alternative solutions and recommendations are preferred.
- c. Experience (40 points). The firm's expertise and professional qualifications with similar work. Qualifications of the firm and individuals assigned to perform the work.
- d. Project schedule (5 points). Thoroughness of the project schedule, ability to complete the project within the selected timeframe.

## **8 Acceptance or Rejection of Proposal**

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding as deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate Project deliverables and associated costs.

The City may require selected consultant to submit additional data or information the City deems necessary to substantiate the costs presented by the proposer. The City may also require selected consultant to revise one or more elements of its proposal in accordance with contract negotiations.

## **9 Inquiries and Addenda**

All inquiries and questions shall be submitted in writing via email. The contact information is below. Inquiries received after the due date to ask questions will be disregarded. Please include the following in the subject line of the email: "Nile Garden Water Supply Project RFP." Telephonic inquiries will not be taken. Questions and answers will be posted on the City's website.

Contact: Kyzen Nicolas, Assistant Engineer  
Email: [knicolas@ci.manteca.ca.us](mailto:knicolas@ci.manteca.ca.us)  
Subject Line: Nile Garden Water Supply Project RFP

Deadline to ask questions: refer to **Table 1** of this RFP for applicable deadlines. Questions and/or inquiries via phone and to other city personnel will not be answered.

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

## **10 Agreement for Professional Services**

Refer to **Attachment A** for the City's Agreement for Professional Services.

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## 11 Insurance Requirements

Additionally, the successful proposer shall also secure all insurance required under the Agreement for Professional Services and provide any necessary documentation to the City as part of the Agreement for Professional Services. Refer to **Attachment B** for details.

RFP

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**AGREEMENT FOR PROFESSIONAL SERVICES**

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

**RECITALS**

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

**AGREEMENT**

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

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

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

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

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

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

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

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

8. Ownership of Documents; Confidentiality.

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

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

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

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

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

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

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

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

**11. Interest of Consultant.**

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

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

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

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

## **12. Professional Ability of Consultant.**

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

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

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

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

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

## 16. Insurance Requirements.

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

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

(1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with

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respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.

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

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

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

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

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

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If to **Consultant**: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

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

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

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

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

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

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

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

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mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

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

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

28. Prohibited Interests.

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

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

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

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

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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:**

Toni Lundgren  
Interim City Manager

**CONSULTANT:**

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

**ATTEST:**

By:

*(Signature)*

Cassandra Candini-Tilton,  
Director of Legislative Services

*(Type name and title)*

**COUNTERSIGNED:**

By:

*(Signature)*

Bret Harmon,  
Director of Finance

*(Type name and title)*

**COUNTERSIGNED:**

Address:

Dawn Cortesi,  
Acting Director of Human Resources

Telephone:

**APPROVED AS TO FORM:**

L. David Nefouse,  
City Attorney

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**ATTACHMENT 1**

**REQUEST FOR PROPOSAL**

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**ATTACHMENT 2**

**CONSULTANT'S PROPOSAL**

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**ATTACHMENT 3**

**SCHEDULE OF ACTIVITIES**

SAMPLE

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ATTACHMENT – B  
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**EXHIBIT 1**

**Insurance Requirements for Professional Services**

**INSURANCE REQUIREMENTS**

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

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

**Commercial General Liability**

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

**Automobile Liability**

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

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

**Worker's Compensation**

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

**Professional Liability (Errors and Omissions)**

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

**Other Insurance Provisions:**

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

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

**ATTACHMENT 5**  
**ATTACHMENT 1 - REQUEST FOR PROPOSAL**

ATTACHMENT – B  
Nile Garden Water Supply Project RFP

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

**Verification of Coverage**

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

**Notice of Cancellation**

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

**Acceptability of Insurers**

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

**Waiver of Subrogation**

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

**Subcontractors**

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

**SPECIAL RISKS OR CIRCUMSTANCES**

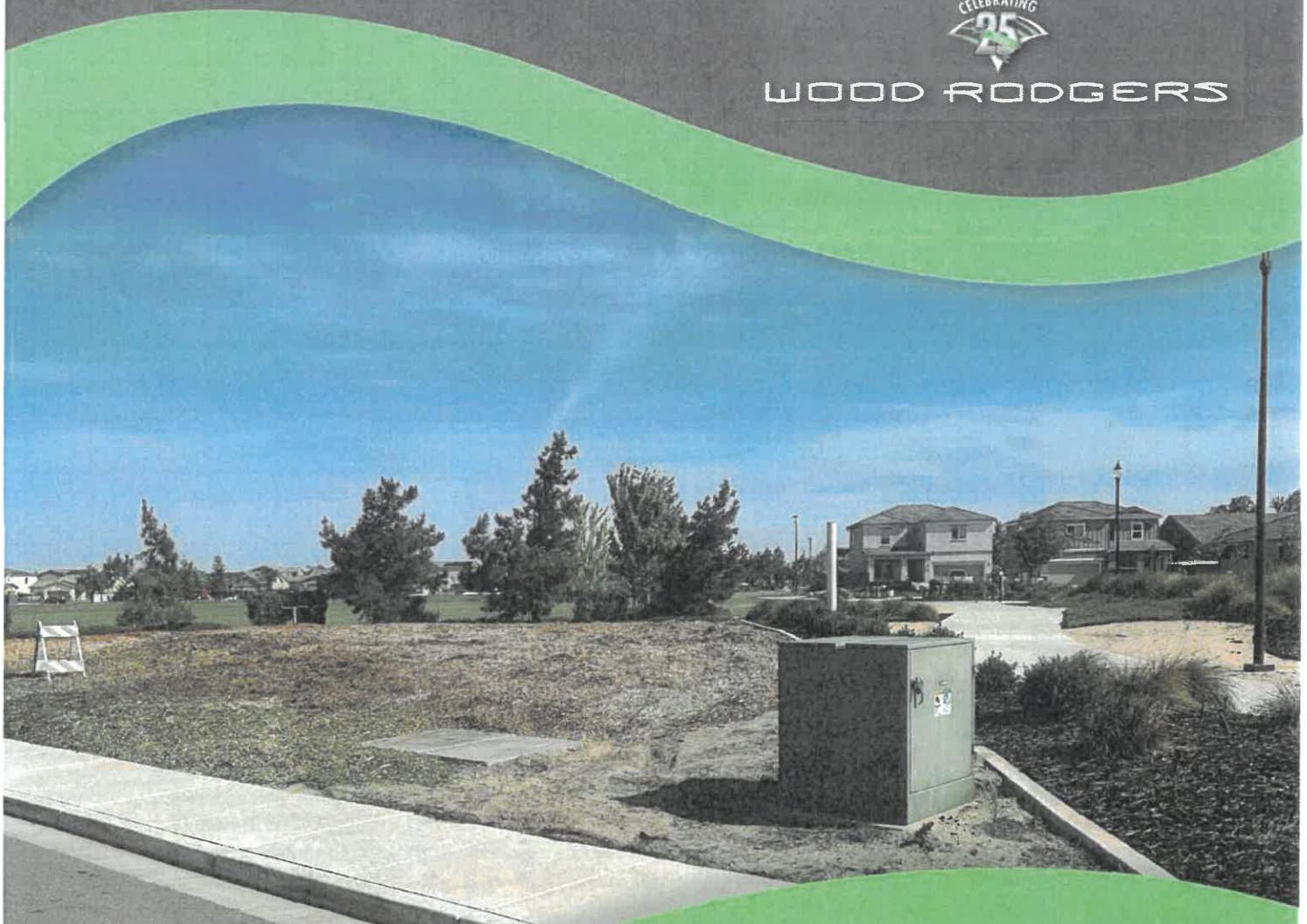
The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

**ATTCHMENT 5**

**ATTACHMENT 2**  
CONSULTANT'S PROPOSAL, SCOPE OF SERVICES, AND FEE SCHEDULE



WOOD RODGERS



City of Manteca

Proposal for

## Nile Garden Well 30 Water Supply Project

May 10, 2022

Prepared for



**ATTACHMENT 5**  
**ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE**



May 10, 2022

Kyzen Nicolas, Assistant Engineer  
City of Manteca, Engineering Department  
1001 W. Center St.  
Manteca, CA 95337

**RE: Design Services Request for Proposals for Nile Garden Well 30 Water Supply Project**

Dear Mr. Nicolas,

Wood Rodgers, Inc. appreciates the opportunity to provide the City of Manteca (City) with our Proposal for the Nile Garden Well 30 Water Supply Project (Project). The work issued as a part of this procurement will be completed out of our corporate office in Sacramento, California. We are very interested in this project and look forward to providing assistance to the City to benefit both the City and Manteca Unified School District (MUSD) for this important addition to the community's groundwater portfolio. We are excited about this Project and have immediate availability to begin the project as soon as is practical.

Over the past 15 years, Wood Rodgers' Water Supply/Groundwater Group has provided exceptional consulting services to over 80 municipal clients, including: cities, counties, water districts, state departments, and over 20 private companies. These services have included: regional groundwater resource studies; new municipal and agricultural well projects; well assessment and rehabilitation projects; pumping plant designs; and the design of water treatment systems.

We have assembled a project team uniquely qualified to complete the work required from this Project. The needs of the City and MUSD for this effort involve Hydrogeologic, Civil, Electrical and Mechanical Design services as they relate to designing a new municipal supply well and providing drilling construction management, designing the pump, motor and treatment, and taking the project thru construction. Wood Rodgers is teaming with GSB Architecture, Inc. for architectural design, J. Calton Engineering for electrical engineer services, John Wootton Integrations for SCADA and I&C services, as well as licensed survey and geotechnical firms California Construction Surveying, Inc. and Blackburn Consulting, respectively.

Our Project Team's Principal-in-Charge and Project Manager, Jeff Lodge, PE, will serve as the main point-of-contact. Mr. Lodge has authority to commit the firm and assign additional staff resources as-needed. Our Project Team's Design Manager, Mr. Eddie Gosse, PE, will serve as the secondary point-of-contact in the occurrence that Mr. Lodge is not available. Our Project Manager and Design Manager are very familiar with municipal well, treatment and pipeline projects and will use their recent past experience to build communication between the Project Team and the City.

Having successfully managed public water projects for over 30 years, we understand the key elements to a successfully managed project. As a part of our communication plan, we will incorporate regular "check-ins" with the City to determine if there are any upcoming project issues and to ensure that there is adequate coverage for our Project Team to provide the City with high-level services at all times. Our Project Manager will make himself available to meet with City staff to discuss the Project and to ensure resources are allocated and available.

Mr. Lodge will maintain an open line of communication between the design team and the City, so that the City is aware of the project status and is participating in all key design decisions. This will be accomplished through regular meetings, workshops, and weekly telephone calls and emails. Upon receiving a notice-to-proceed, a kickoff meeting will be set up to introduce key members of the team, identify the project goals, review policies and procedures,

**ATTCHMENT 5**  
**ATTCHMENT 2 - PROPOSAL, SCOPE AND FEE**

Kyzen Nicolas, Assistant Engineer  
City of Manteca  
May 10, 2022  
Page 2

describe the work plan, provide an overview of the quality control approach, and distribute a detailed project schedule. Project meetings will continue regularly throughout the duration of the Project, including a design workshop with City stakeholders, if required.

The Project Manager will forward the fully checked and reviewed deliverables to the City for review. The Project Manager will be in charge of providing fully reviewed deliverables to the City, and coordinate any issues and responses from the City concerning the submitted deliverables, logging all comments received from the City and providing responses for each. The Project Manager will review the responses from the Design Team and work with the City to resolve and incorporate the review comments into the next submittal. As a part of our overall effort, we will be sensitive to potential issues related to facility construction and the long-term impacts to the community. These include ongoing noise created by the pumps/motors, aesthetics of the facility, chemical delivery to the site and security of the site. In order to limit the energy usage at the site, a pump type evaluation will occur to select a premium efficiency motor and pump with sound attenuation for the motor/pump and emergency generator. All local ordinances will be reviewed along with project goals for noise reduction and light pollution that is seen negatively by the community.

We will review the available information and assumptions on pressures for the service areas and discussion with engineering/operations to appropriately design the well pump and motor, and will prepare a Hydraulic Model Calculations Summary Technical Memorandum for City review.

The City has developed extensive standards and technical specifications. Our design will implement those standards so the well layout, installation specifics, and types of equipment will be familiar to the City's operations and maintenance staff.

Our contract bidding documents be thorough and comprehensive to minimize the City's risk for change orders. The construction documents will clearly identify the scope of the project, the phases of work and the expectations of the contractor. The construction documents will include a detailed list of bid items and bid item descriptions.

We are committed to work with the City and MUSD to ensure that all aspects, including longevity, reliability, costs, and ease of access and maintenance, meet all goals, and this new Project complements the recently constructed building, water system, fire protection, and other campus improvements at the Nile Garden Elementary School from voter approved Measure G funds. We desire projects that result in long term satisfaction of ownership.

Wood Rodgers hereby acknowledges receipt of Addendum Number 1 and Question & Answers Number 1 and Number 2 released by the City. This proposal shall be valid for a period of 120 days. Wood Rodgers can provide the insurance required in the Insurance Requirements section as referenced in the attached sample Agreement.

We look forward to meeting with the City to begin this Project, and we encourage you to call our references to verify that our team brings the highest quality of consulting services to our projects. If you have any questions or require additional information, please feel free to call me at 916.341.7421 (office) or 916.317.6108 (cell) or contact via email at [jlodge@woodrodgers.com](mailto:jlodge@woodrodgers.com).

Sincerely,



Jeff Lodge, PE  
Principal

**ATTCHMENT 5**  
**ATTCHMENT 2 - PROPOSAL, SCOPE AND FEE**

**CITY OF MANTECA**  
**Nile Garden Well 30 Water Supply Project RFP**

**ADDENDUM 1**  
**ISSUED: April 21, 2022**

This addendum forms part of the Contract Documents and modifies the original Request for Proposal (RFP). **Proposers shall acknowledge receipt of this Addendum by signing the attached acknowledgement and including the Acknowledgement in their RFP proposal.** Failure to include the Acknowledgement with their RFP proposal may subject the proposal to disqualification.

**GENERAL:**

The pages in this addendum DO NOT count towards total page count requirements.

The following changes, deletions, and additions shall be made to the following documents, as noted, and shall take precedence over the original Contract Documents. All other requirements remain the same.

<u>Item</u>	<u>Description</u>
1.1	<i>The City of Manteca has extended the submittal deadline for the Nile Garden Well 30 Water Supply Project RFP to the dates in the attached <b>Table 1: RFP Deadlines (Revised per Addendum 1)</b>, please see below.</i>

**Table 1: RFP Deadlines (Revised per Addendum 1)**

<b>Milestone</b>	<b>Deadline</b>	
RFP Issued	April 6, 2022	April 6, 2022
Deadline for Clarifications/ Inquiries	April 21, 2022, 5:00 PM PST	April 27, 2022, 5:00 PM PST
Deadline for Proposal Submittal	May 2, 2022, 5:00 PM PST	May 10, 2022, 5:00 PM PST
Award of Contract (tentative)	May 24, 2022	June 7, 2022
Issue Notice to Proceed (tentative)	May 25, 2022	June 8, 2022

PST: Pacific Standard Time

**ATTCHMENT 5**  
**ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE**

**CITY OF MANTECA**  
**Nile Garden Well 30 Water Supply Project RFP**

**ADDENDUM 1**  
**ISSUED: April 21, 2022**

I acknowledge receipt of Addendum No. 1.

Company: Wood Rodgers, Inc.

By: Jeff Lodge



Title: Principal

Address: 3301 C Street, Bldg 100-B, Sacramento, CA 95816

Date: 5/9/2022

**ATTCHMENT 5**  
**ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE**

Proposal



**ATTACHMENT 5**  
**ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE**



**Proposal for Nile Garden Well 30 Water Supply Project**

**ORGANIZATION CREDENTIALS + FIRM BACKGROUND**

**Wood Rodgers, Inc.**

Wood Rodgers, Inc. (Wood Rodgers) is a California Corporation headquartered from our Sacramento office. We have additional California offices located in Oakland, Pleasanton, Salinas, and San Dimas. In addition we also have Nevada offices in Reno and Las Vegas. Our company has been in continuous operation since its establishment in 1997.

Our firm was founded by two engineers who set out to create a consulting firm focused on providing innovative engineering solutions to meet the sometimes challenging, and often urgent, needs of their clients. Our staff includes professionally registered civil, mechanical, structural, and geotechnical engineers; professional geologists, certified hydrogeologists, and a certified engineering geologist. Our ownership group (Partners) includes 39 professionals that provide the technical excellence and hands-on project management skills that our company is known and respected for. Our company is financially strong, and for several consecutive years we have made the national list of "Top 500 Design Firms" by the Engineering News Record (ENR).

Wood Rodgers' Water Supply/Groundwater Group has provided engineering and hydrogeologic consulting services to over 80 municipal clients, including: cities, counties, water districts, and over 20 private companies. These services included: regional groundwater resource studies; new municipal and agricultural well projects; well rehabilitation projects; pumping plant designs; pipeline designs; and the design of water treatment systems. Over the past 15 years, Wood Rodgers has provided design and construction support services for over 80 production wells and successfully rehabilitated dozens of wells to improve water quality, reduce sand production, and restore lost yield.

The deliverables provided to our clients consisted of clear and comprehensive technical documents that present the needed components of the hydrogeologic system, detailed work and technical plans, and specifications. As highlighted in some of our project examples, our clients include: Madera County Public Works Department, City of Sacramento, City of Galt, and Sacramento Suburban Water District. Wood Rodgers' staff have availability to accommodate the requested services and are committed to being available upon notice-to-proceed to provide the requested scope of work.

**RELEVANT PROJECT EXPERIENCE**

The success of Wood Rodgers has been a result of our ability to deliver quality projects on time and within budget. The volume of repeat business we obtain reflects our clients' satisfaction. We have an established record in meeting fast-track schedules while providing the highest level of quality and customer service.

Year Established	1997	Type of Firm	Partnership
# Total Employees	379	# Local Office Employees	168
DIR #	1000026923		
<b># of Personnel Resources</b> <b>Inhouse Professional Disciplines</b>			
<b>66</b>	Administration		
<b>143</b>	Civil + Land Development		
<b>2</b>	Environmental		
<b>4</b>	Geographic Information Systems		
<b>35</b>	Geotechnical		
<b>9</b>	Landscape Architecture		
<b>14</b>	Planning & Urban Design		
<b>49</b>	Surveying & Mapping		
<b>11</b>	Structures		
<b>12</b>	Technology		
<b>42</b>	Transportation + Transportation Planning		
<b>58</b>	Water Resources + Water Supply		

We have assembled a specialized team, tailored to meet the City's project-specific needs and led by veteran project manager Mr. Jeff Lodge. The following are recent relevant examples of relevant experience with the preparation of potable water systems including well design and equipping, permitting of new well facilities, hydraulic design, pipeline design, and design of arsenic treatment systems.

**City of Sacramento | Shasta Park Municipal Well Engineering Services | Sacramento, CA | 2019**

Site Exploration | Surveying | Well Design | Well Construction Support | Well Pump & Discharge | Manganese & Methane Removal | Chemical Systems | Building | Permitting | Agency Coordination | SCADA | Construction Support

**Budget (Orig.) | \$1,573,580      Final Cost | \$1,573,580**

**Key Team |** J. Lodge (Project Manager) | E. Gosse (Mechanical) | S. Spaeth (Hydrogeology) | A. Johnson (Structural) | GSB Architecture (Architecture) | D. Datum + E. Eyster (Engineering Support)

**Reference |** Bret Ewart | City of Sacramento | (916) 808-1725 | bewart@cityofsacramento.org

The Shasta Park Project included design of two wells for potable water to meet demand in South Sacramento and solve a low-pressure issue in the southern portion of the service area. This project was a part of the groundwater/surface water conjunctive use policy for

**ATTCHMENT 5**  
**ATTCHMENT 2 - PROPOSAL, SCOPE AND FEE**



**Proposal for Nile Garden Well 30 Water Supply Project**



**City of Sacramento Shasta Park Municipal Well Engineering Services** | Site Exploration | Surveying | Well Design | Well Construction Support | Well Pump & Discharge | Manganese & Methane Removal | Chemical Systems | Building | Permitting | Agency Coordination | SCADA | Construction Support

the City of Sacramento and included treatment for methane and manganese. Our project team evaluated the raw water quality testing results for both methane and manganese and met with City staff to review policy and set design criteria for the project. Wood Rodgers authored a treatment Technical Memorandum to summarize the issues going forward and to facilitate meeting with the City and DDW. Additional components included a control building with a separate electrical room, chemical rooms, fire riser room, bathroom, and chemical injection systems. Wood Rodgers designed and provided construction assistance for the wells and treatment systems including:

1. **Groundwater Well Pump Stations** | Master planned and designed for a total of two wells with capacities of 2,200 gallons per minute and 2,800 gallons per minute using deep well vertical turbine pumps with 200 hp premium efficiency motors with reduced voltage solid state starters.
2. **Water Treatment for Methane and Manganese Removal** | Methane air stripper system consisting of packed tower aeration and a 10 hp centrifugal fan type blower; manganese oxidation with addition of gaseous chlorine converting manganese to an insoluble form; three multi-cell pressure filtration for manganese precipitate removal; and product water supplied backwash source for manganese removal.
3. **Ancillary Treatment Facilities** | 1,650 gallons/minute, 30 hp vertical turbine sump pumps operating by variable frequency drives transferring water from the aeration tower to the pressure filters, 100,000-gallon welded steel backwash tank and recycle return.
4. **Control Building** | Dual gaseous chlorine one-ton container system design with iron lung secondary containment, hydrofluosilicic acid feed system design, and fire sprinkler system design.

**Sacramento Suburban Water District | Butano Production Well and Pumping Plant Project | Sacramento, CA | 2019 - ongoing**

Site Exploration | Surveying | Geotechnical | Well Design | Well Construction Support | Well Pump & Discharge Design | Chemical Systems | Building | Emergency Generator Design | Permitting | Civil Site Planning & Design | Agency Coordination | SCADA | Construction Support

**Budget (Orig.)** | \$627,170      **Final Cost** | \$627,170

**Key Team** | J. Lodge (Project Manager) | E. Gosse (Mechanical) | A. Johnson (Structures) | E. Eyster (Civil Engineering) | GSB Architecture (Architecture) |

**Reference** | James Arenz | Sacramento Suburban Water District | (916) 679-2880 | jarenz@sswd.org

The Butano Well Project began with a geotechnical investigation on a 0.2 acre site in a residential area of Sacramento. The project included a 1,500 gpm well, pump, motor discharge head, piping, valving and meter with chemical injection and ancillary components including a concrete masonry unit building with slump block pilasters and fiber cement lap siding. The project also included a concrete slab on grade emergency generator and paved parking and drive zones as part of this project. The site was master planned for future treatment with tees and blind flanges installed for ease of connection in the future for a treatment inlet and outlet. The building design included sodium hypochlorite storage and pumps and future fluoride provisions. The project also included a 300 KW natural gas emergency generator and Automatic Transfer Switch to power the 200 gpm pump and motor during a power outage.

**ATTACHMENT 5**  
**ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE**



**Proposal for Nile Garden Well 30 Water Supply Project**

**Madera County Public Works | MD 33 Fairmead  
New Well + Pump Improvements | Madera  
County, CA | 2014 - ongoing**

Site Exploration | Surveying | Well Design | Well Construction Support | Well Pump & Discharge | Chemical Systems | Building | Emergency Generator Design | Permitting | Civil Site Planning & Design | Agency Coordination | SCADA | Construction Support

**Budget (Orig.) | \$317,076      Final Cost | \$317,076**

**Key Team |** J. Lodge (Project Manager) | E. Gosse (Mechanical Project Engineer) | S. Spaeth (Hydrogeologist) | A. Johnson (Structural)

**Reference |** Raymundo Gutierrez | Madera County | (559) 675-7811 | Raymundo.Gutierrez@maderacounty.com

The Fairmead (MD-33) water system consists of two aging substandard municipal supply wells, with only one available for operation due to the condition of the wells. To provide the MD-33 system with a safe and wholesome water supply, Wood Rodgers provided an engineer's report, feasibility study, and design for well and above grade infrastructure improvements, and bidding and construction support for the construction of the test well. The initial work included evaluation of a suitable well location. Several locations were evaluated in proximity to the Fairmead distribution system, with a final recommendation locating a test well, and subsequently the production well adjacent to the County's existing tank and booster pump station site. For the above grade infrastructure improvements, our project team reviewed the existing design for the facility to evaluate integration of a new well onsite. Designed improvements include well pedestal completion and pumping equipment, asphalt and aggregate paving the new portion of the site, an approximate 1.2 MG unlined retention pond, 6" PVC water main to route groundwater to either the distribution system or the on-site storage reservoir, and well pump-to-waste piping to discharge to the retention pond. The pond will detain water during the well development during well startup, and for pump-to-waste operations and any future rehabilitations.

**City of Galt | Industrial Water Treatment Plant  
Deep Well Project | Galt, CA | 2016 - 2018**

Site Exploration | Well Design | Well Construction Support | Well Pump & Discharge | Permitting | Civil Site Planning & Design | Agency Coordination | SCADA | Construction Support

**Budget (Orig.) | \$1,243,686      Final Cost | \$1,243,686**

**Key Team |** J. Lodge (Project Manager) | E. Gosse (Mechanical) | A. Johnson (Structural) | E. Eyster (Civil Engineering) | J Calton Engineering (Electrical)

**Reference |** Mark Clarkson | City of Galt | (209) 366-7260 | mclarkson@ci.galt.ca.us

The City of Galt Industrial Water Treatment Plant (IWTP) 2016 Deep Well Project Phase 2 included evaluation of groundwater quality and quantity, design of a replacement well and pumping equipment, pipeline design, integration of the new source of supply to an existing water treatment facility and decommissioning and demolition of chemical treatment equipment. The project included upgrade of all the plant's existing propeller type flow meters to electro-magnetic type, routing of the new replacement well's discharge piping to tie-in to existing raw water and flush-to-waste and pump-to-waste piping, and evaluation for operating a future second well pump with the current electrical demand and capacity. The project also includes replacement of the plant's main PLC which monitors and controls chemical treatment systems, the reservoirs, the existing treated water booster pump station, and common systems such as utility power and backup generation, fire, and security. In addition, Wood Rodgers evaluated the water quality for arsenic levels that the IWTP previously treated for, and the changes to treatment now required due to the low arsenic water that has been provided through the project. As the project underwent the second half of construction, our project team also produced final control strategies for the PLC controls for integration to the project. The new replacement plant PLC included chemical, water storage, booster pump, and common plants systems.



**City of Galt Industrial Water Treatment Plant Deep Well Project |** Site Exploration | Well Design | Well Construction Support | Well Pump & Discharge | Permitting | Civil Site Planning & Design | Agency Coordination | SCADA | Construction Support

**ATTACHMENT 5**  
**ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE**



**Proposal for Nile Garden Well 30 Water Supply Project**

**Department of General Services | Porterville Production Well Project | Porterville, CA | 2019 - ongoing**

Site Exploration | Surveying | Well Design | Well Construction Support | Well Pump & Discharge | Chemical Systems | Building | Permitting | Civil Site Planning & Design | Agency Coordination | Construction Support

**Budget (Orig.) | \$278,500      Final Cost | \$278,500**

**Key Team |** J. Lodge (Project Manager) | E. Gosse (Mechanical) | A. Johnson (Structural) | S. Spaeth (Hydrogeology)

**Reference |** Matt Davidson | CA Department of General Services | (916) 708-0576 | Matt.Davidson@dgs.ca.gov

Wood Rodgers, Inc. provided engineering consulting and construction services associated with the test well conversion to a production well and top side equipping for the Porterville Production Well Project at the Porterville Developmental Center. Scope of work included the engineering tasks necessary for the design of the conversion from the previously constructed test well to a production well (Well 15). In addition, this design scope of work also included design of the newly constructed production well pump, motor, valves, discharge piping, meter, pump house, electrical instrumentation, and integration to SCADA for this project.

Wood Rodgers developed a Top Side Design Pump Station Layout (30%, 60%, and 90%) that included concepts for an initial layout and refined it based on discussion with the PDC, DGS and DDS. This layout was inserted into a GIS base map as a part of the civil site work in preparation of the plans for the project. Layout included provisions for flush to waste piping, tie-in to distribution, metering, valves, building location, access gates, perimeter site fencing.

A site survey and preliminary base map, geotechnical evaluation, design summary letter, completed PG&E application for service with construction plans, and specifications, cost estimates, and final design were provided.

Wood Rodgers utilized design criteria previously established on the Nitrate Removal System project work with DGS/DDS in concert with the test pump data evaluated during the test well drilling. A basis of design summary letter identifying design criteria was prepared and submitted for review and approval. The summary included the proposed: site layout, building layout, facility process and instrumentation diagrams, and electrical single line diagram.

**Department of General Services | Porterville Nitrate Removal System | Porterville, CA | 2019 - ongoing**

Mechanical Design | Electrical Design | Water Treatment (Nitrate Removal) | Chemical Systems | Building | Permitting | Civil Site Planning & Design | Agency Coordination | Construction Support

**Budget (Orig.) | \$238,778      Final Cost | \$294,278**

**Key Team |** J. Lodge (PIC/PM), E. Gosse (Mechanical), A. Johnson (Structural Engineer), D. Dastoum + E. Eyster (Civil Engineering).

**Reference |** Bianca Gomez | CA Department of General Services | (916) 376-1643 | Bianca.Gomez@dgs.ca.gov

Wood Rodgers, Inc. provided professional engineering services to complete the design and construction of a nitrate treatment system, building, electrical improvements and ancillary components for the Porterville Nitrate Removal System at the Porterville Developmental Center (PDC). The scope of services included project management, construction engineering services for ion exchange treatment system design, and preparation of plans and specifications for the working drawings phase of this project.

Project management included meetings (internal and external), coordination, scheduling of activities, staff assignments, scheduling of sub-consultants, work tasks in progressing the redesign for the Nitrate Removal System, as well as providing quality assurance/quality control. Coordination and communication included the design team with the California Department of General Services (DGS), California Department of Developmental Services (DDS), agencies, and construction contractor for continuity during the various phases of the work and act as an extension of DGS staff as appropriate.

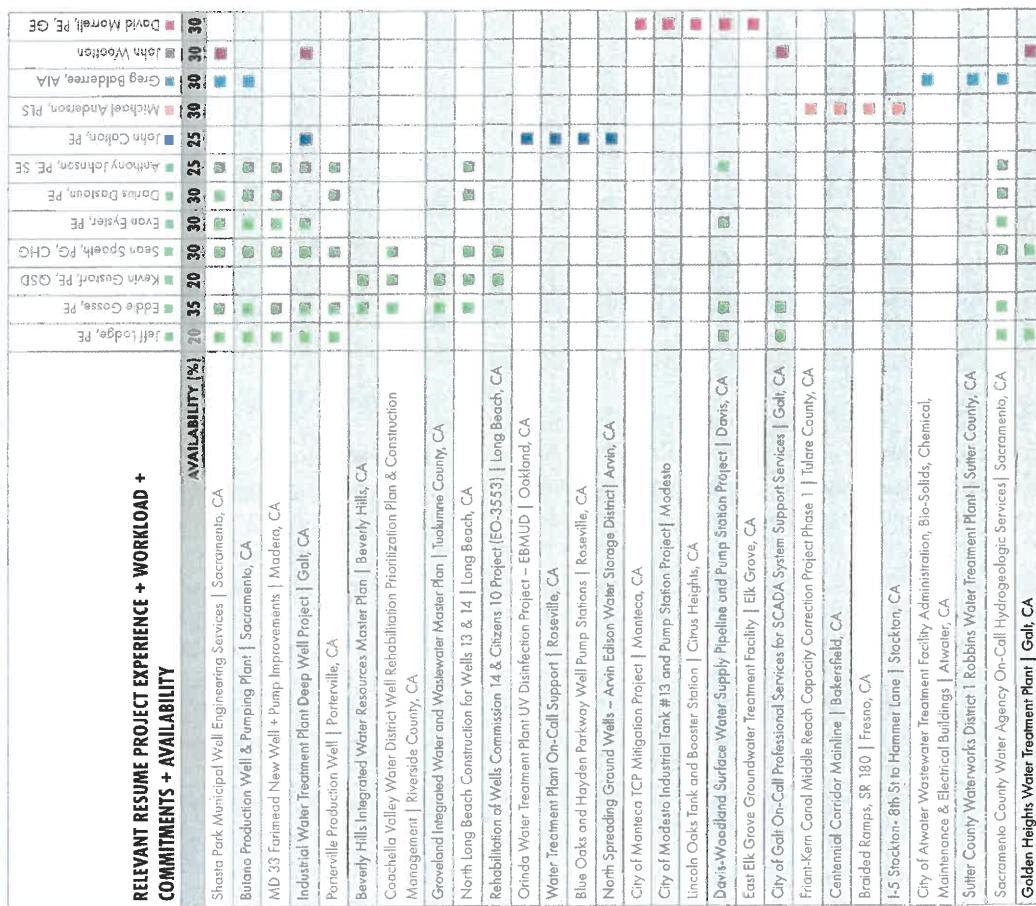
Wood Rodgers prepared design of a Strong Based Anion Ion Exchange System for nitrate removal at the PDC. Three manufacturers were evaluated with the intent to select the most suitable treatment system for nitrate removal at the PDC. The evaluation criteria included capital costs, operations and maintenance costs, determination of the need for a pilot study, review of differential capital cost from the previous system, lead time for equipment, impact of redesign to the previous building/power/ancillary component design and change in the overall schedule for implementation. The evaluation was presented in a matrix with specific scoring for each of the criteria, included a summary, cost estimates and along with a recommendation.

Wood Rodgers prepared plans and specifications for the selected Ion Exchange Treatment System. The reviewed was based on the new treatment manufacturer that included:

- Process Flow and P&ID requirements
- Supply pipe and blend line pipe diameters

ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE

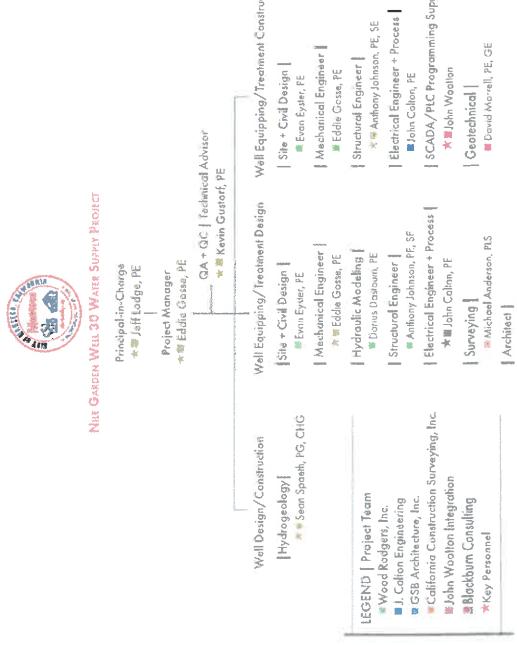
## Proposed for Nile Garden Well 30 Water Supply Project



- Existing building layout and required area
- Building plumbing and sewer diameters and locations
- Building height
- Storage Tank requirements
- Supply pumping pressure
- Supply power and I/O
- Motor Control Center
- Programmable Logic Controller
- Revised plans and specifications and provided to DGS and DDS

**PROJECT TEAM** As the leading firm, Wood Rodgers has provided responsive, technical expertise, coordination, and value, which has led to the success of multiple projects where we have partnered with our clients. Our success to date for numerous clients has resulted on our ability to deliver projects on time and within budget. The volume of repeat business we obtain reflects our existing clients' satisfaction. We have an established record in providing water treatment, pumping, and conveyance design and construction support, meeting fast-track schedules and gaining approvals through a collaborative process.

**ORGANIZATIONAL CHART** The assembled team has extensive experience with multi-faceted campus development projects and is adept at evaluating and developing practical solutions. Our Principal-in-Charge, Jeff Lodge, PE, has 30 years of experience in raw water pipeline fits, water distribution pipelines, pump stations, water treatment facilities, and infrastructure design. Eddie Gose, PE will be the Project Manager, with over 20 years of experience as a mechanical/process engineer and is a technical leader. Our organizational chart below shows our key project team members with their respective roles. Relevant project experience, the workload, and availability information are included in the table following the organizational chart.



**ATTACHMENT 5**  
**ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE**



**Proposal for Nile Garden Well 30 Water Supply Project**

**RESUME QUALIFICATIONS OF KEY TEAM +  
PROJECT MANAGER**

**■ Jeff Lodge, PE | Principal-in-Charge**

**Education** | BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1990

**Registration(s)** | Registered Professional Engineer, California No. 55828, 1996

Mr. Lodge has over 30 years of professional experience in the engineering, management and construction oversight for a variety of capital improvement and system upgrade projects involving water treatment, well equipping above infrastructure and pipeline conveyance projects. As a licensed civil engineer, he has successfully led numerous project teams consisting of multi-disciplined personal for projects very similar in scope and complexity to the needs identified for this procurement. As an Owner of Wood Rodgers, Mr. Lodge is responsible for management of our water resources potable and non-potable client services sector. He reports directly to the Board of Directors for Wood Rodgers, and is directly responsible and accountable for contract administration, subconsultant management, client coordination, quality assurance/quality control, and final work product for all projects he manages.

**■ Eddie Gosse, PE | Project Manager**

**Role** | Mr. Gosse will be the primary client contact, that will be responsible for the management of the project and for ensuring that the project performs within the scope, schedule, and budget.

**Education** | BS, Mechanical Engineering, California State University Sacramento, 1998

**Registration(s)** | Registered Professional Mechanical Engineer, California No. 32246, 2002

Mr. Gosse has over 20 years of experience as a mechanical/process engineer and is a technical leader. As a Project Manager, he has demonstrated strong project management and organization skills, contract management abilities, and effective communication and interpersonal skills that makes him an effective leader and manager. His professional experience encompasses feasibility planning, design and engineering, technical leadership, construction engineering support, and startup operations for a wide variety of agricultural and municipal water and wastewater projects. He has served in lead design and supervisory roles on numerous projects and is adept at working with intra-disciplinary teams.

He has authored feasibility memos and reports, and has performed detailed engineering, condition assessments, modeling, and design for raw, treated, storm, and wastewater pump stations, chemical treatment systems, trash racks, fish screens, piping systems, and other process equipment. Specialty areas of design include conventional and injection/extraction well equipping, pump stations, chlorination and fluoridation treatment, aeration treatment, vacuum pump assisted siphons, sediment suspension

systems, solids handling, and various other aspects of water and wastewater treatment and conveyance. He has also provided startup assistance through troubleshooting and diagnosing operational issues for multiple projects.

**■ Kevin Gustorf, PE, QSD | QA/QC + Technical Advisor**

**Education** | BS, Civil Engineering, Loyola Marymount University, 1999

**Registration(s)** | Registered Professional Engineer, California No. 64755, 2022; Qualified SWPPP Developer (QSD)

Mr. Gustorf has over 22 years of leadership, expertise, and oversight in the water resources and water supply field. His experience in water resource engineering includes the planning, design, construction and management of a wide variety of projects for local municipal public works agencies, special districts and private sector clients throughout the state of California. His diverse project experience includes water and wastewater master planning, hydraulic modeling, hydraulic analysis and studies. He is an expert on several different modeling platforms and has conducted presentations on modeling throughout the Western U.S. Mr. Gustorf's design experience includes the design of water and wastewater pipelines, pump stations, lift stations, flow/pressure control facilities, wells, tanks and reservoirs. His projects have included both new designs, as well as the repair and rehabilitation of existing facilities.

**■ Sean Spaeth, PG, CHG | Lead Hydrogeologist**

**Education** | BS Geology, California State University, Chico, 2004; MS (coursework) Geology Program, California State University, Chico

**Registration(s)** | Registered Professional Geologist, California No. 8878, 2011; Certified Hydrogeologist, California, No. 1004, 2015

Mr. Spaeth is a State of California licensed Professional Geologist and Certified Hydrogeologist with 17 years of experience managing the design and implementation of groundwater resource projects for public and private clients. His experience includes designing, budgeting, managing and implementing a diverse range of groundwater resource projects, including municipal well design, preparing plans and specifications, construction management, and construction/testing oversight; designing and implementing well assessment programs; designing and implementing well rehabilitation and modification programs; hydrogeologic assessments (site-specific and regional); and well siting studies; Additionally, he has assessed over 100 production wells reported to have decreased capacity or water quality issues for the purpose of determining if the issue is related to the well structure, the pumping equipment or groundwater basin. With these assessments, he has prepared well rehabilitation programs to restore lost capacity and improve water quality.

## ATTCHMENT 5 ATTCHMENT 2 - PROPOSAL, SCOPE AND FEE



### Proposal for Nile Garden Well 30 Water Supply Project

#### ■ **Anthony Johnson, PE, SE | Structures**

**Education** | MS, Civil Engineering, California State University Sacramento, 1999; BS, Civil Engineering, California State University Sacramento, 1996

**Registration(s)** | Registered Professional Structural Engineer, California No. 5349; Registered Professional Civil Engineer, California No. 60515

Mr. Johnson has 24 years of engineering experience and has served as project engineer in the development of numerous public and private projects throughout California and some out-of-state projects including the high wind load regions of Texas. He has extensive experience as a structural design engineer for water/wastewater treatment facilities and hydraulic structure projects, including preparation of design preliminaries, design calculations, engineering detailing, construction documents, specifications, and construction support. He has also completed new construction and retrofit design documents for numerous building design projects.

#### ■ **John Calton, PE | Electrical Engineer + Process**

**Education** | BS, Electrical Engineering, University of California, Los Angeles, 1995

**Registration(s)** | Registered Professional Electrical Engineer, CA No. E14099

Mr. Calton has been sole proprietor of J Calton Engineering since September 2006. He has over thirty years of experience in water and waste water related projects. He has performed electrical designs for water treatment facilities, pumping plants, storm drain facilities, ground water wells, reservoirs, irrigation canals and fish screens. John has also provided instrumentation design for above-mentioned projects, in addition to programming programmable logic controllers (PLC) and configuring in-plant supervisory control and data acquisition (SCADA) systems. He has been involved on numerous projects during the construction phase providing construction management support ranging from shop drawings review, cost estimates, contract document clarifications, change order negotiations, construction inspection, field testing, weekly coordination meetings, staff training and system start-up. Mr. Calton has assisted with configuration and witnessed testing of electrical protective relays and overcurrent devices.

#### ■ **John Wootton | SCADA/PLC Programming**

**Education** | BSc, Engineering Physics, Sheffield Hallam University, Sheffield, England, 2000

Instrumentation and Control systems engineer with broad-based skills encompassing design, commissioning, start-up, and operational project phases. Expertise includes team leadership, staff supervision, design and implementation, training/support, troubleshooting software and hardware.

#### PROJECT UNDERSTANDING

The City of Manteca (City) supplies its customers with potable water using a combination of local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's 15 active municipal supply wells provide approximately 50% of its overall potable supply, with the remaining supply supplemented with treated surface water. Located approximately one mile south of the City near the intersection of Union Road and East Nile Avenue, the Nile Garden School (School) relies solely on groundwater to provide potable water. Past non-compliance due to elevated concentrations of arsenic above drinking water standards has required the Manteca Unified School District (MUSD) to develop an alternative potable water supply for the School. The City and MUSD have secured funding to design and construct the Nile Garden Well 30 Water Supply Project (Project), which consists of a new water supply well, wellhead treatment, distribution pipeline to the School, and associated improvements at the School. This Project will also provide the City with additional capacity to replace two wells being removed from service. Advancement of this Project has included planning, studies/reports, and test well drilling at the proposed Well 30 site. Those efforts have developed a preliminary set of drawings and a characterization of water quality at the proposed well site.

The City has selected a small undeveloped portion of Palmer Park, near the intersection of Septhos Street and Cambra Lane in the city of Manteca for the new municipal supply well. The Project objectives include:

- Design and construct a 1,500 gallon per minute well (Well 30)
- Design and install pump facilities for Well 30
- Design and construct groundwater treatment
- Construction of the well, pipeline, and improvements at the School simultaneously
- Minimize construction related impacts to neighbors

The City is seeking a qualified engineering firm to provide:

- Design engineering
- Permitting assistance
- Bidding assistance
- Engineering services during construction

The City has clearly stated that the selected engineering firm shall provide all the required services described in the scope of services section in the RFP to guide this Project through completion of construction in the most efficient and cost effective manner.

## ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE

## Proposal for Nile Garden Well 30 Water Supply Project



## PROJECT APPROACH

Our approach involves a careful review of the water system as a whole and a focused review of the available information assembled to date. This approach includes efforts to determine if any hybrid ideas exist that could save capital costs for infrastructure construction or reduce the ongoing annual cost of operation and maintenance (O&M). Our project team will review previous studies and information to identify ways to achieve the City's project objectives and goals.

## Technical Approach | Hydrogeology Sequence of Work

The California Department of Water Resources (DWR) and DWD have over two dozen specific regulatory offset requirements for new wells. As identified in Key Issue #2, the suitability of constructing a new well based on constructability, logistics, regulatory offsets, water quality, production, and performance considerations is critical for this Project.

**Regulatory Offset Assessment** | Wood Rodgers has toured the selected site and identified multiple features which will likely constrain the ability for a well to be permitted by DWD at this location. A comprehensive site assessment will be conducted for the site (and others if deemed necessary) to better understand and document specific items or features that could preclude the permitting or construction of a new well. In addition to these features, our assessment will include identifying and documenting groundwater basin conditions (e.g., groundwater levels, groundwater quality and potential yield), presence of contamination or potentially contaminating activities (PCAs), petroleum/hydrocarbon pipelines, and proximity to existing wells as required by DWD through the preparation of a Drinking Water Source Assessment and Protection (DWASAP) document. Initially, a DWD regulatory offset map will be prepared for the site suitable to submit to DWD for preliminary review, discussion, and concurrence before proceeding with design work. The regulatory offset map will illustrate all features identified within a 300-foot radius around each site and identify an area suitable for locating a new municipal supply well.

**Well Site Recommendations {Optional}** | If necessary (and as an optional task), Wood Rodgers will conduct a review of the site and available parcels suitable for the construction and permitting of a municipal supply well. A well site ranking matrix with specific criteria, developed in cooperation with the City, to score and rank each well site location will be prepared. The ranking system will consist of four primary categories, each with specific subset of criterion. The categories will include proximity to existing infrastructure, constructability concerns, permitting issues, and cost.

**Hydrogeology and Well Design** | Wood Rodgers has reviewed the well design provided in the RFB and has identified several suggested design changes to minimize long-term operational issues associated with multiple interbedded bentonite seals and the absence of a mechanism to replenish gravel envelope material (if

**Key Issues** | Through the development of our Project Approach, we have identified a few of the key issues for this Project.

**① Nile Garden Elementary School Improvements** | The City's response to the RFP comments stated that all improvements identified in the Nile School Water Supply Project Planning Phase Engineering Report, dated January 2018, are to be included as part of this Project. However, Wood Rodgers has confirmed that many improvements at the School occurred in 2021, including construction of new campus buildings, installation of five hydrants within an expanded parking lot, a fire storage tank, fire booster station, fire department access to the fire storage site (location south of the recently constructed new multipurpose room, and pavement surface improvements throughout the campus as part of voter approved Measure G funds.

**② DWD Coordination** | Holding an "Initial Consultation Meeting" and a site visit with local DDW staff during the Site Assessment and Design Phases are highly recommended for DDW's Project review and pre-approval process, and to identify if waivers could be granted for all unit regulatory offset requirements. Working closely with the DWD from the inception of the Project through all design phases will aid in streamlining DDW's review and Project approval process, preparation of the Drinking Water Source Assessment and Protection (DWASAP) Report and amending the City's Domestic Water Supply Permit Amendment.

**③ Prepare the Well Equipping Plans with Revisions in Mind** | The City desires to award two construction contracts, one for the well drilling and piping, and one for the well equipping, treatment and MUSD improvements. The well equipping design cannot be finalized until the well has been drilled and developed to confirm the capacity, hydraulic parameters, and water quality. Should the well equipping contract be planned to proceed concurrently with the well drilling contract, the well equipping design will require modifications after the well development and testing work is complete. This may result in higher contractor bid prices and long lead times for equipment that may extend the overall construction schedule.

**Technical Approach | Well Equipping** | Wood Rodgers' Technical Approach to design the new well facilities will utilize our experience on designing similar facilities up and down the state of California. We have learned from the successes, and will implement the lessons learned. The project successes and lessons learned from previous projects that will be implemented for this project include: It is our goal to target the aquifers with the highest yield and best possible water quality. Our well design will use premium quality materials and appropriate annular seals to provide protection from the shallow aquifers with elevated nitrate. In addition, adding our valve engineering will reduce costs, maximize the wells performance, and increase the well service life to over 70 years. Our comprehensive approach to well development allows wells to achieve extremely high efficiencies and specific capacities. This approach has been proven to dramatically reduce the number of well rehabilitations throughout the well service life and save thousands of dollars on reduced energy consumption. Based on our knowledge and experience with the local hydrogeology, including groundwater quality and elevations, our well design will be prepared to meet City standards as well as provide a 70-year service life.

**④ Well Site Constraints** | The selected well site presents a unique set of constraints that may disqualify it from successful permitting of a well by DDW, and as well other constructability and logistical constraints. These include but are not limited to:

- 50-foot Well Site Control Zone – Constraints the well location to a small area in the northwest corner of the site.
- Sewer Lines (50-foot offset) and Sewer Manholes (100-foot offset) – Two sewer manholes located within Sephas Street adjacent to the well site eliminates all available area to site the well.
- Storm Drain Manholes (100-foot offset) – Constraints the available area to a small area in the northwest corner.
- Reclaimed Water Irrigation System (100-foot offset) – Palmer Park appears to be irrigated with reclaimed/reused water (purple pipe). This offset requirement eliminates all available area of the well site.
- Stormwater Percolation Basin (50-foot offset) – DDW will likely characterize the adjacent basin as an impoundment of surface water. Available area to meet this requirement is negated by other offset requirements (namely sewer).
- Public Nutriture – Construction activities will likely require temporary closure of Sephas Street. Full site enclosure with sound attenuation structures are recommended, further reducing available work area.
- Site Safety – Drilling equipment will likely need to extend beyond project site into the park. The down slope into the basin will pose safety issues, requiring modification to provide a flat, even construction work surface.

**⑤ Community Outreach and Project Coordination** | Coordinating the timing of construction activities for this Project to occur during school breaks will help reduce impacts to daily operations and will help maximize the safety of students, staff, and parents. Engagement with key stakeholders, including the MUSD, Nile Garden Elementary School Principal, and the Parent Teacher Association (PTA) early in the planning process will identify opportune time to conduct invasive or disrupting work, such as jack hammering, excavation, and road closures due to trenching, the Project Team and the City. Our Project Manager will be pro-active in obtaining information from the City to ensure adherence to project schedule while maintain an open line of communication between the design team and the City, so that the City is aware of the project status and is participating in all key design decisions. This will be accomplished through regular meetings, workshops, and weekly telephone calls and emails. Upon receiving a notice-to-proceed, a kick-off meeting will be set up to introduce key members of the team, identify the project goals, review policies and procedures, describe the work plan, provide an overview of the quality control approach, and distribute a detailed project schedule. Project meetings will continue regularly throughout the duration of the Project, including a design workshop with City stakeholders, if required.

**City Review** | The Project Manager will forward the fully checked and reviewed deliverables to the City for review and is then responsible for coordinating any issues and responses from the City concerning the submitted deliverables. All comments received from the City are logged in a comment review workbook. The Project Manager and Design Manager are in a comment review workbook. The Project Manager will review the responses from the Design Team and work with the City to resolve and incorporate the review comments into the next submittal.



**Proposal for Nile Garden Well 30 Water Supply Project**

## **SCOPE OF SERVICES**

### **TASK 1 – Kick-Off Meeting**

This Project will begin with a kick-off conference call with the City and any stakeholders such as the School and MUSD as applicable, where project parameters will be discussed including schedule constraints and insight to services for the City. The meeting will be structured based on an agenda prepared by the project team covering a review of the scope of work, review of information already made available, submission of a request for information for data on the project, review of the initial schedule for the work, and discussion of any changes and nuances to the project and the delivery of the work product. The kick-off meeting and subsequent monthly project update meetings will be held via web-conference unless there is preferred alternate platform.

#### **Deliverables:**

- Memorandum summarizing kick-off meeting, pdf copy
- Agendas for all meetings, developed and distributed one week prior to meeting
- Meeting minutes for all meetings, developed and distributed within three (3) working days after each meeting

### **TASK 2 – Construction Documents**

The Project Team is committed to providing a design based on City standards and a design criteria which has been developed over the last several new well construction projects. This section provides details which further describe the services necessary to design, construct a new well, and complete consolidation of the Nile Elementary School water system with a tie-in to the City system.

#### **Task 2.1 – Site & Pipeline Survey**

This task includes the preparation of the topographic site survey for the well, treatment and ancillary components that will be constructed on the site. All of the surface features will be surveyed and tied into the area monuments with a data points file created, the survey will extend to include the adjacent roadway so that there is coverage for any connections.

This survey will also include the finalized pipeline alignment for consolidation of the Nile Elementary School water system. The pipelines will include a strip survey of the roadway of the proposed alignment suitable for preparation of pipeline design within the County right of way.

#### **Task 2.2 – Utilities Coordination and Field Survey**

Wood Rodgers will send out Utility Letter "A" to utility providers within the project limits for the well site, connection locations to the existing City distribution pipelines, Nile Elementary School pipeline, and connection locations for the consolidation connections for Nile Elementary School. We will use this information to help guide development of the design documents.

Once 60% level of design has been completed, Wood Rodgers will send out Utility Letter "B" to utility providers within the project limits. Wood Rodgers will also perform an Underground Service Alert (USA) so that locations of existing utilities can be identified.

### **Task 2.3 – Conceptual Well 30 Pump Station Site Layout and Pipelines**

Our project team will discuss the initial Well 30 site layout with the City, DDW, and the utility providers and modify as necessary to meet the project objectives. The local area for the well site will be fully researched and modified to site elevation and specific project elements will be made to comply with all requirements that may impact water quality. A layout will be developed and inserted into a GIS base map as a part of the civil site work in preparation of the plans for the project. Layout will include provisions for flush to waste piping, tie-in to distribution, metering, valves, building location, vehicle path clearances, future facility space allowances, and site security.

This task will also include a preliminary layout of options for pipelines to connect the Nile Elementary School system, as evaluated in Task 6 Hydraulic Model Evaluation for discussion with the City. The Design Team will review as-built information for the potable water and fire water system piping, pumping stations, and potable and fire storage improvements recently constructed at the School as part of MUSD's Measure G funded Nile Garden ES Modernization Project. This information will be used to coordinate the Well 30 conveyance pipeline tie-in at the School.

**Deliverable(s):** Conceptual site layout, Preliminary pipeline alignments for project

### **Task 2.4 – Geotechnical Investigation**

The scope of services for the Geotechnical Investigation will include evaluation of the subsurface soil and groundwater conditions at the well site and along the new pipeline alignments, and to provide geotechnical recommendations for the design and construction of the improvements associated with the new groundwater well.

**Deliverable(s):** Draft and Final Geotechnical Investigation Report in electronic format.

### **Task 2.5 – Prepare, 90% and Final Construction Plans, Specifications, and Cost Estimates**

#### **Task 2.5a – Nile Elementary School Pipeline Evaluation and Design**

Wood Rodgers will complete a thorough evaluation of the alternatives for pipeline alignments to connect to the Nile Garden Elementary School water system. Our design team will review the most direct and least expensive option for extension the City

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**Proposal for Nile Garden Well 30 Water Supply Project**

distribution piping to the Nile Garden Elementary School. The pipeline alignments and tie-in will be further evaluated with additional criteria as follows:

- Traffic impacts of connection and pipeline alignment
- Future plans for overlay of roadways along alignments
- Time of year for construction, options for construction near and at schools when on break
- Duration of construction
- Cost of construction
- Sequencing of work to take the Nile Garden Elementary School water system offline and convert for alternate use.

Wood Rodgers will prepare construction plans, specifications, and an engineer's estimate to construct the new Nile Elementary School pipeline. The design plans will include provisions for pipeline alignment, existing utilities, pipe materials, metering, trenching and pavement restoration, isolation valves, backflow prevention, blow-off valves, air-vacuum/release valves, and other appurtenances required. The pipeline alignments will have survey data for confirmation of utilities, and our designers will locate the pipeline in the County right of way to avoid other utilities and provide required sewer/water pipeline separation. Cost estimates developed for the 90% and 100% submittal will include a contingency of 20%.

**Deliverables:**

- Survey base map files for well site (pdf submittal and hard copy of final plans and specifications)
- Survey base maps files for pipelines (pdf submittal and hard copy of final plans and specifications)
- 90%, and Final Well and Pipeline Constructions Plans & Specifications and Cost Estimates

**Task 2.5b – Production Well Design**

Wood Rodgers will prepare a standalone specification package for the drilling, construction, and testing of the new production well and pipeline. Considerations that Wood Rodgers will take into account in the Well Plans and Specifications include for the disposal of all drilling spoils, drilling fluids, and pumped water during the construction and testing of the new production well. Preferably, all drilling spoils and pumped water will be retained on-site. Turbid water will be circulated through onsite settlement tanks prior to disposal. If needed and as an additional task to the scope of work, Wood Rodgers will review and ensure compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit pursuant to the discharge of pumped groundwater to determine the necessary precautions or treatment required prior to discharge.

Wood Rodgers will prepare 90% plan sets for review by the City, and will incorporate the City's review comments on these plan sets. Wood Rodgers will incorporate the City's front end documents (if

available) into a bid-ready set of 100% plans and specifications for the drilling, construction, testing of a municipal supply well.

**Deliverables:** 90%, and Final Well Constructions Plans & Specifications and Cost Estimates

**Task 2.5c – Well Equipping and Treatment Design**

Detailed plans and specifications will be developed over a series of design submittals after approval of the final conceptual layout from the City, to permit City review and buy-in at each stage of design. Our project team will review the Phase 1 Environmental Site Assessment (Phase 1 ESA) for the project (if available) and plan for any contingencies that were identified in the Phase 1 ESA Report.

The well site will include a footprint for layout of the well, discharge piping, building and indoor equipment, and treatment and outdoor generator equipment along with the point of connection to the existing distribution pipeline. Space allocation will reflect sizing of pumping and header piping, treatment for removal of constituents from the supply, site access, and manitenance required at the well site. Pipe restraint, flush to waste, site drainage, and utilities will also be included in the design. City standard details will be referenced where applicable. Additional elements will include connection details to existing tie-in point for the pipeline extension.

Wood Rodgers will progress the design components as submitted during the design stages (90 & 100%) including preparation of design specifications for all major materials and equipment. Wood Rodgers will prepare a written response to each review comment received on the 90% & 100% submittals, and incorporate revisions as needed to bring the PS&E and cost estimate up to the next level of completion.

**Deliverable(s):**

- 90% Construction Plans and Specifications and cost breakdown (pdf submittal and hard copy)
- 100% Construction Plans and Specifications and cost breakdown (pdf submittal and hard copy)

**Task 3 – Permits and Coordination**

Our Project Team will evaluate the Project for permits required for design and construction of the project and proactively apply for them in advance to the need for each. The following is a list of permits and long lead items of coordination to keep the project moving on the anticipated timeline for completion:

- DDW Water Supply Permit Amendment
- PG&E for Electric Service
- County Storm Drain
- Traffic Control and Public Safety
- Encroachment Permit
- State Water Resources Control Board

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- Generator authority to construct
- Design and Construction Coordination with the City of Manteca

**TASK 4 – Assist City Staff in Construction  
Bidding and Contractor Selection**

**Task 4.1.a – Bidding Support Services**

Wood Rodgers will assist the City to hold an on-site pre-bid meeting for each set of bidding documents with potential contractors to discuss key construction elements and respond to questions, and assist with development of follow up meeting minutes as required.

**Deliverable(s):**

- Preparation of Pre-bid conference agenda
- Meeting notes from Pre-bid conference

**Task 4.1.b – Prepare Addenda and Response to Bidders**

**Questions**

When requested by the City, the Wood Rodgers Team will address questions forwarded by the City from potential bidders for each of the sets of contract documents out for bid. For all questions the Wood Rodgers Team receives, whether directly from bidding contractors or from contractors via the City, Wood Rodgers will document and inform the City of all questions received. Wood Rodgers will provide written responses which must be reviewed and approved by the City before being issued to potential bidders. Responses for all questions will be compiled and are anticipated to be sent to all potential bidders via addendum.

**Deliverables:**

- Preparation assistance for up to two (2) addenda per set bidding documents, to include responses to up to twenty (20) bidders' questions
- Conformed Documents: Two (2) unbound 22"x34" bond paper hardcopy drawing sets per set of bidding documents, five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each

**Task 5 – Construction Phase Services**

**Task 5.1.a – Well Drilling and Pipeline Construction Support**

Wood Rodgers will assist the City to hold an on-site pre-construction meeting with potential contractors to discuss key construction elements and respond to questions, and assist with development of follow up meeting minutes as required.

Wood Rodgers will coordinate with the selected contractor throughout the project to confirm the project is progressing per the contract documents. Our staff is committed to being available onsite during all critical phases of the project. The well construction process will be conducted around the clock after drilling starts. In addition to observing the well drilling, construction, and development, this task includes reviewing construction submittals

and making any final "adjustments" to the well design based upon the production well borehole data. Pipeline construction will adhere to the City's ordinances for hours of work for pipeline construction. Wood Rodgers expects to provide the following services:

- Reviewing submittals for equipment, site configuration, and materials to check for conformance with the design drawings and specifications
- Checking drilling fluid properties, formation samples, borehole plumbness and borehole geophysical logs.
- Working with the contractor and the City if design modifications are necessary for changed lithology in the production borehole and/or Change Orders are required.
- Observing installation of well casing and screen, gravel envelope, and seals.
- Checking well development progress and modifying the program as necessary to achieve optimal well efficiency.
- Witnessing and recording data from well pumping tests and modifying the program as necessary to obtain sufficient data for the final pump design.
- Collecting water quality samples and delivering them to a State of California accredited laboratory, or the City's preferred laboratory (as an additional task to this scope of work).
- Witnessing well acceptance testing and provide recommendations for punch list work for final acceptance.

**Task 5.1.b – Above Grade Well Equipping and Treatment Construction Support**

Wood Rodgers will also assist the City to hold an on-site pre-construction meeting with potential contractors to discuss key construction elements and respond to questions, and assist with development of follow up meeting minutes as required.

The Wood Rodgers Team will provide assistance to the City during construction. It is assumed the City will provide the day-to-day field inspection and contractor oversight for the various construction activities for the project. Wood Rodgers office support will comprise of reviewing and responding to the contractor provided submittals, requests for information (RFI's), and the City will be kept included in all correspondence with the contractor. Wood Rodgers will provide field support for critical issues that may arise during construction, and during startup and testing, and commissioning to ensure successful operations and full function of the facility.

Wood Rodgers will complete the following services during construction:

- Act in consultation with and on the City's behalf as required in the execution of the construction contract with Contractor.

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**Proposal for Nile Garden Well 30 Water Supply Project**

- Provide review of shop drawings, submittals, Requests for Information (RFI), and other project specific information for contract compliance
- Provide facility startup services including being onsite with the contractor to respond immediately to questions and assist with determining settings and adjustments
- Conduct final inspection of the project with City staff, prepare final punch list, and assist City in determination of substantial completion

**Deliverable(s):**

- Provide responses for up to twenty (20) RFI's, and review and comments for up to thirty (30) submittals
- Assist the City in the development and/or review of up to five (5) change orders
- Attend up to five (5) on-site meetings during the course of construction and commissioning
- Assist the City in the development of a final punch list

**Task 5.1.c – Final Well Construction Report**

Wood Rodgers will assemble all of the pertinent well construction records and provide this information to the City in a written report. The report will include a summary of the project, project construction timeline, all daily field reports, an inventory of the materials installed, an as-built well profile, well pumping test plots, recommended well capacity, geophysical surveys, field data, water quality analysis, and our assessment of the well acceptance testing. After all work by the

Contractor has been satisfactorily completed, Wood Rodgers will prepare a letter recommending acceptance of the well.

**Deliverables:** Well Construction Summary Report (electronic)

**Task 6 –Hydraulic Model Technical Memorandum**

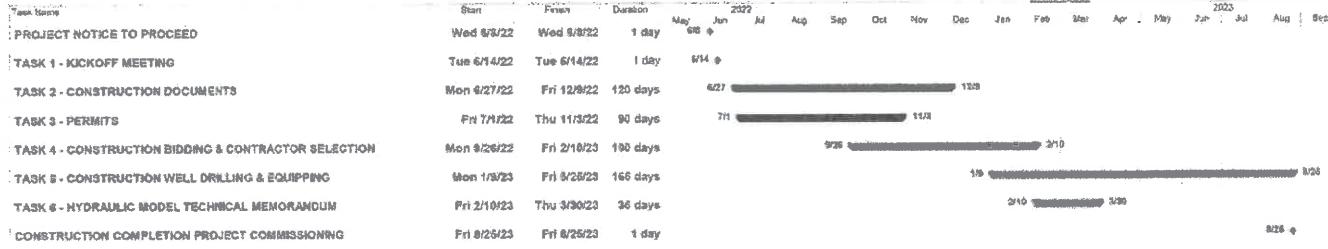
Wood Rodgers will use the information obtained from the City to develop a hydraulic model of the existing system pipeline. The calculation model will identify the new Well 30 well pump, on-site piping and treatment system losses, isolation valves, City distribution tie-ins, and the new 4-inch pipeline to the School up to the school's tie-in location. Approximate ground elevations used in the model will be obtained using Google Earth since the accuracy is sufficient for modeling purposes. Model simulation scenarios will be completed to evaluate the new flow into the system from the new well, and the ability for the system to adequately provide flow and pressure throughout the existing and new distribution piping. Those simulations will include average day demand (ADD), maximum day demand (MDD) peak hour demand (PHD), and MDD plus required minimum fire flow. The Technical Memorandum will confirm the pipeline diameter and calculated resultant pressures for conveying flow to the School.

**Deliverables:** Draft and Final Hydraulic Model Technical Memorandum (electronic PDF)

**PROJECT SCHEDULE**

Task	Start	Finish	Duration
Notice to Proceed	6/8/2022	6/8/2022	1 day
Task 1   Kick-Off Meeting	6/14/22	6/14/2022	1 day
Task 2   Construction Documents	6/27/2022	12/9/2022	120 days
Task 3   Permits	7/1/2022	11/3/2022	90 days
Task 4   Construction Bidding & Contractor Selection	9/26/2022	2/10/2023	100 days
Task 5   Construction Well Drilling & Equipping	1/9/2023	8/25/2023	165 days
Task 6   Hydraulic Model Technical Memorandum	2/10/2023	3/30/2023	35 days
Construction Completion Project Commissioning	8/25/2023	8/25/2023	1 day

**City of Manteca/MUSD**  
**Nile Garden Well 30 Water Supply Project Schedule**



**ATTACHMENT 5**  
**ATTACHMENT 2 - PROPOSAL, SCOPE AND FEE**



**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
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Proposal for Nile Garden Well 30 Water Supply Project

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## SCOPE OF SERVICES

### TASK 1 – Kick-Off Meeting

#### Task 1.1 – Project Coordination

Wood Rodgers will provide project management to include facilitation of meetings, coordination, scheduling of activities, invoicing, and performance of work tasks necessary to progress the design and construction schedules. The overall project management will also include communication between the design team, the City, agencies, and the construction contractor for continuity during the various phases of the work, and act as an extension of City staff as appropriate. We are assuming 2-3 hours/month over an 11 ½ month design schedule duration to support the project.

#### Task 1.2 – Project Meetings/Management/QC

This Project will begin with a kick-off conference call with the City and any stakeholders such as the School and MUSD as applicable, where project parameters will be discussed including schedule constraints and insight to services for the City. The meeting will be structured based on an agenda prepared by the project team covering a review of the scope of work, review of information already made available, submission of a request for information for data on the project, review of the initial schedule for the work, and discussion of any changes and nuances to the project and the delivery of the work product. The kick-off meeting and subsequent monthly project update meetings will be held via web-conference unless there is preferred alternate platform.

*Deliverables:* **Memorandum summarizing kick-off meeting, pdf copy**

**Agendas for all meetings, developed and distributed one week prior to meeting**

**Meeting minutes for all meetings, developed and distributed within three (3) working days after each meeting**

#### Task 1.3 – Public Outreach

This Project is close to area residents and will require Public Outreach which will be led by the City, Wood Rodgers will support the City with stakeholder meetings, public workshops and news releases. This support role will include preparation of project slides of the project site, selected equipment and layout. We are assuming a total of 8 hours in support of this task.

### TASK 2 – Construction Documents

The Project Team is committed to providing a design based on City standards and a design criteria which has been developed over the last several new well construction projects. This section provides details which further describe the services necessary to design, construct a new well, and complete consolidation of the Nile Elementary School water system with a tie-in to the City system.

#### Task 2.1 – Site & Pipeline Survey

This task includes the preparation of the topographic site survey for the well, treatment and ancillary components that will be constructed on the site. All of the surface features will be surveyed and tied into the area monuments with a data points file created, the survey will extend to include the adjacent roadway so that there is coverage for any connections.

*Deliverable(s): Survey files and base mapping for well site.*

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This survey will also include the finalized pipeline alignment for consolidation of the Nile Elementary School water system. The pipelines will include a strip survey of the roadway of the proposed alignment suitable for preparation of pipeline design within the County right of way.

**Task 2.2 – Utilities Coordination**

Wood Rodgers will send out Utility Letter "A" to utility providers within the project limits for the well site, connection locations to the existing City distribution pipelines, Nile Elementary School pipeline, and connection locations for the consolidation connections for Nile Elementary School. We will use this information to help guide development of the design documents. Once 60% level of design has been completed, Wood Rodgers will send out Utility Letter "B" to utility providers within the project limits.

**Task 2.3 – Conceptual Well 30 Pump Station Site Layout**

Our project team will discuss the initial well site layout with the City, DDW, and the utility providers and modify as necessary to meet the project objectives. The local area for the well site will be fully researched and modification to site elevation and specific project elements will be made to comply with all requirements that may impact water quality. A layout will be developed and inserted into a GIS base map as a part of the civil site work in preparation of the plans for the project. Layout will include provisions for flush to waste piping, tie-in to distribution, metering, valves, building location, vehicle path clearances, future facility space allowances, and site security.

*Deliverable: Conceptual site layout*

**Task 2.4 – Pipeline and Connection for School to City System (12-inch)**

Wood Rodgers will design the connection for the 12-inch pipeline to the existing City of Manteca System and the Nile Elementary schools 4-inch pipeline in Union Avenue. Design will include provisions to match the existing 12-inch diameter pipeline material, depth of cover, meter and ancillary components required. This design will meet the City of Manteca standards for pipeline construction and survey for area of impact.

*Deliverables: 90%, and Final Pipeline Construction Plans & Specifications and Cost Estimates*

**Task 2.5 – Production Well and Nile Elementary School Pipeline Design**

**Task 2.5a – Nile Elementary School Pipeline Evaluation and Design**

Wood Rodgers will complete a review of the pipeline alignment partial design drawings to connect to the Nile Garden Elementary School water system. Our review will include an evaluation of the pipeline alignment and tie-in with additional criteria as follows:

- Traffic impacts of connection and pipeline alignment
- Time of year for construction, options for construction near and at schools when on break
- Duration of construction
- Cost of construction

Wood Rodgers will prepare construction plans, specifications, and an engineer's estimate to construct the new Nile Elementary School pipeline. The design plans will include provisions for pipeline alignment, existing utilities, pipe materials, metering, trenching and pavement restoration, isolation valves, backflow prevention, blow-off valves, air-vacuum/release valves, and other appurtenances required. The pipeline alignments will utilize existing survey data for confirmation of utilities, and our designers will review the alignment for location within the County right of way to avoid other utilities and for required sewer/water pipeline separation. Cost estimates developed for the 90% and 100% submittal will include a contingency of 20%.

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***Deliverables: 90%, and Final Pipeline Constructions Plans & Specifications and Cost Estimates***

**Task 2.5b – Production Well Design**

Wood Rodgers will review the existing standalone specification package (provided by the City) for the drilling, construction, and testing of the new production well at the identified location for conformance with current industry standards. Revisions will be made to update, as necessary, materials to conform to current regulatory requirements. Considerations that Wood Rodgers will confirm/revise in the Well Plans and Specifications include for the location of the well, preliminary well design, disposal of all drilling spoils (drilling fluids and pumped water) during the construction and testing of the new production well. Due to the limited size of the project site, all spoils generated will need to be removed. As such, a Traffic Control Plan will be required to identify trucking routes and required controls for traffic and pedestrian safety. If needed and as an additional task to the scope of work, Wood Rodgers will review and check compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit pursuant to the discharge of pumped groundwater to determine the necessary precautions or treatment required prior to discharge.

Wood Rodgers will review the Plan sets and provide the City with an updated technical specification and plan set. Comments received from the City will be incorporated into final contract documents suitable for soliciting competitive bids.

***Deliverables: 90%, and Final Well Constructions Plans & Specifications and Cost Estimates***

**Task 2.5c – Well Equipping and Treatment Design**

Detailed plans and specifications previously prepared for and approved by the City will be developed into final plans and specifications over a series of design submittals. Our project team will review the Phase 1 Environmental Site Assessment (Phase 1 ESA) for the project (if available) and plan for any contingencies that were identified in the Phase 1 ESA Report. Previous plans and specifications for the equipping and treatment design have been partially developed by NV5 Global, Inc. under a separate agreement between the City and NV5 Global, Inc., which the City desires for use for this project. This proposal is based upon the City's authority to grant Wood Rodgers, Inc. the right to use files provided by the City which have been prepared by NV5 Global, Inc. for this project.

The well site will include a footprint for layout of the well, discharge piping, building and indoor equipment, and treatment and outdoor generator equipment along with the point of connection to the existing distribution pipeline. Space allocation will reflect sizing of pumping and header piping, packaged treatment by De Nora for removal of constituents from the supply, site access, and maintenance required at the well site. Pipe restraint, flush to waste, site drainage, and utilities included in the design will also be reviewed and further developed. City standard details will be referenced where applicable. Additional elements will include connection details to existing tie-in point for the pipeline extension.

The City has the authority to grant Wood Rodgers the right to use files provided by the City which have been prepared by NV5 for this project. Wood Rodgers will utilize existing AutoCAD files of the previously prepared plan drawings and native Microsoft Word technical specifications files for development of the design components as submitted during the design stages (90 & 100%) including preparation of design specifications for all major materials and equipment. Wood Rodgers will evaluate and review any written response to each review comment received on the 90% & 100% submittals, and incorporate revisions as needed to bring the PS&E and cost estimate up to the next level of completion.

***Deliverable(s): 90% Construction Plans and Specifications and cost breakdown (pdf submittal and hard copy)***

***100% Construction Plans and Specifications and cost breakdown (pdf submittal and hard copy)***

**Task 2.5d: Landscape Design Services**

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Wood Rodgers will prepare the necessary drawings, details and specifications to contract the proposed work. We anticipate landscaping (where space allows on site) around exiting utilities and adjacent to the wall/fencing which will divide the existing park site from the future well site.

Work efforts to include planting and irrigation design for site landscape areas. Landscape planting and irrigation design will adhere to the City of Manteca site development standards as well as the water efficient landscape ordinance requirements. Landscape plans will be submitted and processed with the civil improvement plans. We anticipate plan submittals at 60% (preliminary), 90%, and 100% design milestones.

The following landscape construction documents are anticipated:

- Cover sheet & plan notes as necessary
- Planting Plan with photographs of plant materials for client selection prior to commencement of working drawings
- Irrigation Plans with water use calculations
- Landscape Construction Details

***Deliverables: 60%, 90%, and Final Landscape Plans, Specifications and Cost Estimates***

### Task 3 – Permits and Coordination

Our Project Team will evaluate the Project for permits required for design and construction of the project and proactively apply for them in advance to the need for each. The following is a list of permits and long lead items of coordination to keep the project moving on the anticipated timeline for completion:

- **DDW WATER SUPPLY PERMIT AMENDMENT**
- **PG&E FOR ELECTRIC SERVICE**
- **COUNTY STORM DRAIN**
- **TRAFFIC CONTROL AND PUBLIC SAFETY**
- **ENCROACHMENT PERMIT**
- **STATE WATER RESOURCES CONTROL BOARD**
- **GENERATOR AUTHORITY TO CONSTRUCT**
- **SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**
- **DESIGN AND CONSTRUCTION COORDINATION WITH THE CITY OF MANTECA**

### TASK 4 – Assist City Staff in Construction Bidding and Contractor Selection

#### Task 4.1.a – Bidding Support Services

Wood Rodgers will assist the City to hold an on-site pre-bid meeting for each set of bidding documents with potential contractors to discuss key construction elements and respond to questions, and assist with development of follow up meeting minutes as required.

***Deliverable(s): Preparation of Pre-bid conference agenda***

***Meeting notes from Pre-bid conference***

#### Task 4.1.b – Prepare Addenda and Response to Bidders Questions

When requested by the City, the Wood Rodgers Team will address questions forwarded by the City from potential bidders for each of the sets of contract documents out for bid. For all questions the Wood Rodgers Team receives, whether directly from bidding contractors or from contractors via the City, Wood Rodgers will document and inform the City of all questions received. Wood Rodgers will provide written responses which must be reviewed and

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approved by the City before being issued to potential bidders. Responses for all questions will be compiled and are anticipated to be sent to all potential bidders via addendum.

***Deliverables: Preparation assistance for up to two (2) addenda per set bidding documents, to include responses to up to twenty (20) bidders' questions***

***Conformed Documents: Two (2) unbound 22"x34" bond paper hardcopy drawing sets per set of bidding documents, five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each***

**Task 5 – Construction Phase Services**

**Task 5.1.a – Well Drilling Construction Support**

Wood Rodgers will assist the City to hold an on-site pre-construction meeting with potential contractors to discuss key construction elements and respond to questions, and assist with development of follow up meeting minutes as required.

Wood Rodgers will coordinate with the selected contractor throughout the project to confirm the project is progressing per the contract documents. Our staff is committed to being available onsite during all critical phases of the project. The well construction process will be conducted around the clock after drilling starts. In addition to observing the well drilling, construction, and development, this task includes reviewing construction submittals and making any final "adjustments" to the well design based upon the production well borehole data. Wood Rodgers expects to provide the following services:

- Reviewing submittals for equipment, site configuration, and materials to check for conformance with the design drawings and specifications
- Checking drilling fluid properties, formation samples, borehole plumbness and borehole geophysical logs.
- Working with the contractor and the City if design modifications are necessary for changed lithology in the production borehole and/or Change Orders are required.
- Observing installation of well casing and screen, gravel envelope, and seals.
- Checking well development progress and modifying the program as necessary to achieve optimal well efficiency.
- Witnessing and recording data from well pumping tests and modifying the program as necessary to obtain sufficient data for the final pump design.
- Collecting water quality samples and delivering them to a State of California accredited laboratory, or the City's preferred laboratory (as an additional task to this scope of work).
- Witnessing well acceptance testing and provide recommendations for punch list work for final acceptance.
- Summary appendix of materials submitted and approved during construction.

**Task 5.1.b – Above Grade Well Equipping, Treatment and Pipeline Construction Support**

Wood Rodgers will also assist the City to hold an on-site pre-construction meeting with potential contractors to discuss key construction elements and respond to questions, and assist with development of follow up meeting minutes as required.

The Wood Rodgers Team will provide assistance to the City during construction. It is assumed the City will provide the day-to-day field inspection and contractor oversight for the various construction activities for the project. Wood Rodgers office support will comprise of reviewing and responding to the contractor provided submittals, requests for information (RFI's), and the City will be kept included in all correspondence with the contractor. Pipeline construction will adhere to the City's ordinances for hours of work for pipeline construction. Wood Rodgers will

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provide field support for critical issues that may arise during construction, and during startup and testing, and commissioning to ensure successful operations and full function of the facility.

Wood Rodgers will complete the following services during construction:

- Act in consultation with and on the City's behalf as required in the execution of the construction contract with Contractor.
- Provide review of shop drawings, submittals, Requests for Information (RFI), and other project specific information for contract compliance
- Provide facility startup services including being onsite with the contractor to respond immediately to questions and assist with determining settings and adjustments
- Conduct final inspection of the project with City staff, prepare final punch list, and assist City in determination of substantial completion

***Deliverable(s):***

- *Provide responses for up to twenty (20) RFI's, and review and comments for up to thirty (30) submittals*
- *Assist the City in the development and/or review of up to five (5) change orders*
- *Attend up to five (5) on-site meetings during the course of construction and commissioning*
- *Assist the City in the development of a final punch list*

**Task 6 –Hydraulic Model Evaluation**

Wood Rodgers will use the information obtained from the City to evaluate the existing system pipeline hydraulics. Hydraulic analysis will be conducted using hydraulic modeling software, WaterCAD, to determine whether the proposed 4-inch pipeline is adequate to meet the demands of the school. The hydraulic calculation model will identify the new Well 30 well pump, on-site piping and treatment system losses, isolation valves, City distribution tie-ins, and the new 4-inch pipeline to the School up to the school's tie-in location. Approximate ground elevations used in the model will be obtained using Google Earth since the accuracy is sufficient for modeling purposes. Model simulation scenarios will be completed to evaluate the new flow into the system from the new well, and the ability for the system to adequately provide flow and pressure throughout the existing and new distribution piping. Those simulations will include average day demand (ADD), maximum day demand (MDD) peak hour demand (PHD), and MDD plus required minimum fire flow. The Technical Memorandum will confirm the pipeline diameter and calculated resultant pressures for conveying flow to the School.

***Deliverables: Draft and Final Hydraulic Model Technical Memorandum (electronic PDF)***



**ATTCHMENT 5**

**ATTACHMENT 3**  
INSURANCE REQUIREMENTS

**ATTACHMENT 5**  
**ATTACHMENT 3 - INSURANCE REQUIREMENTS**

ATTACHMENT – B  
Nile Garden Water Supply Project RFP

**EXHIBIT 1**

**Insurance Requirements for Professional Services**

**INSURANCE REQUIREMENTS**

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

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

**Commercial General Liability**

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

**Automobile Liability**

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

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

**Worker's Compensation**

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

**Professional Liability (Errors and Omissions)**

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

**Other Insurance Provisions:**

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

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

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

**Verification of Coverage**

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

**Notice of Cancellation**

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

**Acceptability of Insurers**

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

**Waiver of Subrogation**

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

**Subcontractors**

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

**SPECIAL RISKS OR CIRCUMSTANCES**

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

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