

AGREEMENT FOR SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this 15th day of April, 2024, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

HERWIT ENGINEERING

Consultant

6200 Center Street, Suite 310	Clayton	CA	94517
MAILING ADDRESS	CITY	STATE	ZIP

a California corporation.

N/A

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

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for the WQCF South RAS (Return Activated Sludge) Pump Replacement Capital Improvement Project (CIP 22061) and the North/South WAS (Waste Activated Sludge) Pump Replacement Capital Improvement Project (CIP 22063).

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

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

AGREEMENT

1. SCOPE OF SERVICES:

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

Agreement for Services

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

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

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

2. TERM OF AGREEMENT:

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on February 13, 2025, unless otherwise extended in writing by the mutual agreement of both parties.

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

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed NINETY NINE THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$ 99,915) without City's prior written approval.

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

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

4. TERMINATION:

Agreement for Services

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than fourteen (14) calendar days' written notice (delivered by registered mail) of intent to terminate.

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

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

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

Agreement for Services

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City.

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

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN AGREEMENT:

Agreement for Services

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

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

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the AGREEMENT. The Consultant

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

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 (or equivalent), in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. 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. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If vehicles are brought onto city facilities, Consultant shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish to the City certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies when requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of "A" Class VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

<u>City:</u>	<u>Consultant:</u>
Somporn Boonsalat Acting Deputy Director of Engineering City of Manteca 1001 W. Center St. Manteca, CA 95337	Gregory Harris Partner Herwit Engineering 6200 Center Street, Suite 310 Clayton, CA 94517 (925)-672-6599 gharris@herwit.com

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

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

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

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorneys' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in

Agreement for Services

such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

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

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

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

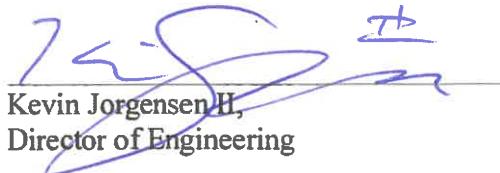
M. California Prevailing Wage Requirement. Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined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

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Agreement for Services

TO EFFECTUATE THIS AMENDMENT, 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:



Kevin Jorgensen II,
Director of Engineering

CONSULTANT:



Gregory Harris, Partner
Herwit Engineering

ATTEST:



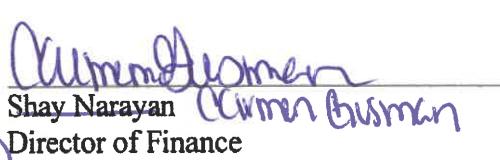
Cassandra Candini-Tilton,
Director of Legislative Services

By:



KURT GARDNER, PARTNER
(Type name and title)
HERWIT ENGINEERING

COUNTERSIGNED:



Shay Narayan 
Aching Director of Finance

By:

(Signature)
(Type name and title)

COUNTERSIGNED:

Address:



Nancy Bronstein, Stephanie Van Steyn
Interim Director of Human Resources

6200 Center Street, Suite 310

Clayton, CA 94517

Telephone:

925-672-6599

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By:

Daniella Green, Assistant City Attorney

Agreement for Services

EXHIBIT A

Scope of Work

**HERWIT
ENGINEERING**

EXHIBIT A

Attachment 2

**City of Manteca
South Plant RAS Pump Replacement Project
PLC Replacement - Design and Engineering Services During Construction**

SCOPE OF SERVICES

This Scope of Services (Exhibit A) is incorporated into and made part of the Agreement for Consultant Services ("Agreement") entered into by the City of Manteca and HERWIT Engineering as of _____, 2023.

TASK ITEMS

Task 1 – Engineering Design Services – South Plant RAS Pump PLC Replacement

For the South Plant RAS Pump Station - PLC Replacement added to the project. Perform the following design services.

- A. Design of new PLC Control Cabinet to replace the existing PLC Control Cabinet at the Southside MCC/Generator Building.
- B. Prepare 100% plans and specifications for public bidding for the installation of the selected equipment.
- C. Prepare and submit 90% submittal combined with RAS & WAS Pump Station modifications for review and comment by the City.
- D. Incorporate 90% comments and prepare final plans and specifications for bidding.
- E. Attend 1 design meeting with plant staff at the project site.
- F. Provide one half size sets of plans and specifications bound for office copy for bidding, a pdf copy of plans and specifications, and a Word and Autocad copy of plans and specifications.
- G. Assist City with bidding process, including:
 - 1. Attend pre-bid meeting and job walk for project.
 - 2. Answer questions during bidding and prepare project addenda as needed to bid project.
 - 3. Provide PDF and Autocad copies of the design documents.

*N/A
KA
Cat*

Task 2 – Engineering Services During Construction – South Plant RAS Pump PLC Replacement

For the South Plant RAS Pump Station PLC replacement added to the project. Perform the following construction services.

- A. Review shop drawings.
- B. Answer project Requests for Information (RFI's) and other project coordination.
- C. Prepare technical portion of change orders to be issued by the Construction Manager.
- D. Conduct specialty site inspections.
- E. Conduct on-line progress meetings and issue meeting notes.

- F. Conduct final inspection for acceptance.
- G. Assist with startup and testing of the facilities.
- H. Prepare Record Drawings based on Contractor's As-Built Drawings.

ASSUMPTIONS

- A. All fees for all permits and applications shall be paid by the City of Manteca.
- B. All project approvals will be obtained by the City of Manteca.
- C. HERWIT will use AutoCAD backgrounds of the existing plant previously provided by the City of Manteca.
- D. HERWIT will not perform full time inspection and site supervision or construction management. Construction management and normal inspection will be provided by the City of Manteca. HERWIT will inspect key elements of the project to verify compliance with the construction documents and the design intent.
- E. As-Built drawings will be provided by Contractor.
- F. On-site construction activity duration is anticipated to be 8 weeks. Overall project schedule is longer to account for shop drawings and manufacture of equipment (e.g. pumps and VFD's for original project and PLC Control Panel per this addition).

WORK ITEMS NOT INCLUDED IN SCOPE

The following items are not included in this scope of work. It is our understanding that the following items that may be necessary for completion of the project are contracted to others.

- A. Surveying and Photometric / Topographic background of the existing plant are not included in this scope of services.
- B. Geotechnical services are not included in this scope of services
- C. Permitting is not included in this scope of services.
- D. Material testing is not included in this scope of services.
- E. SCADA programming or SCADA construction is not included in this scope of services.
- F. Preparation of Conformed Documents. This is not normally done for a project of this size.

MISCELLANEOUS

There will be several subconsultants working under HERWIT Engineering to complete this project. These subconsultants and areas of responsibility are as follows.

- A. Electrical Engineering, Arostegui Engineers, Project Manager Leonel Arostegui
- B. Structural Engineering, CAPSTONE Structural Engineering, Project Manager Steve Stoll

**ATTACHMENT 1
STATEMENT OF WORK AND ACTIVITIES #2****HERWIT
ENGINEERING****City of Manteca
South Plant RAS Pump Replacement Project
Construction Services****SCOPE OF SERVICES**

This Scope of Services (Exhibit A) is incorporated into and made part of the Agreement for Consultant Services ("Agreement") entered into by the City of Manteca and HERWIT Engineering as of _____, 2023.

TASK ITEMS**Task 1 – Engineering Design Services – Previous Contract****Task 2 – Construction Services**

- A. Review shop drawings.
- B. Answer project Requests for Information (RFI's) and other project coordination.
- C. Prepare technical portion of change orders to be issued by the Construction Manager.
- D. Conduct specialty site inspections concurrent with progress meetings.
- E. Conduct final inspection for acceptance.
- F. Assist with startup and testing of the facilities.
- G. Prepare Record Drawings based on Contractor's As-Built Drawings.
- H. Attend Construction Meetings Remotely by Zoom Conference.

ASSUMPTIONS

- A. All fees for all permits and applications shall be paid by the City of Manteca.
- B. All project approvals will be obtained by the City of Manteca.
- C. HERWIT will use AutoCAD backgrounds of the existing plant previously provided by the City of Manteca.
- D. HERWIT will not perform full time inspection and site supervision or construction management. Construction management and normal inspection will be provided by the City of Manteca. HERWIT will inspect key elements of the project to verify compliance with the construction documents and the design intent.
- E. As-Built drawings will be provided by Contractor.
- F. On-site construction activity duration is anticipated to be 6 weeks. Overall project schedule is longer to account for shop drawings and manufacture of equipment (e.g. pumps and VFD's).
- G. Construction Meetings shall be remote Zoom meetings.

ATTACHMENT 1**STATEMENT OF WORK AND ACTIVITIES #2****WORK ITEMS NOT INCLUDED IN SCOPE**

The following items are not included in this scope of work. It is our understanding that the following items that may be necessary for completion of the project are contracted to others.

- A. Surveying and Photometric / Topographic background of the existing plant are not included in this scope of services.
- B. Geotechnical services are not included in this scope of services
- C. Permitting is not included in this scope of services.
- D. Material testing is not included in this scope of services.
- E. SCADA programming or SCADA construction is not included in this scope of services.

MISCELLANEOUS

There will be several subconsultants working under HERWIT Engineering to complete this project. These subconsultants and areas of responsibility are as follows.

- A. Electrical Engineering, Arostegui Engineers, Project Manager Leonel Arostegui
- B. Structural Engineering, CAPSTONE Structural Engineering, Project Manager Steve Stoll

ATTACHMENT 2

CONSULTANT'S PROPOSAL

HERWIT
ENGINEERING

Attachment 2

City of Manteca
North & South Plant WAS Pump Replacement Project
Design and Construction Services

SCOPE OF SERVICES

This Scope of Services (Exhibit A) is incorporated into and made part of the Agreement for Consultant Services ("Agreement") entered into by the City of Manteca and HERWIT Engineering as of 7/7/22, 2022.

TASK ITEMS**Task 1 – Engineering Design Services – RAS Pump Replacement**

*N/A
KAG
GK*

- A. Review existing design drawings and conduct site visits needed for detailed design of the WAS Pump Replacement project at the North & South Aeration Basins. Facilities to include
 - a. Replace the two (2) existing WAS pumps with three (3) new positive displacement pumps to increase interim capacity at the North & South plants.
 - b. Install three VFD's in the pump room to allow flow control of the new pumps.
 - c. Design modifications to existing pump bases and piping to accommodate three (3) new WAS pumps.
 - d. Design modifications to existing SCADA system, and instrumentation and electrical to accommodate new WAS pumps and VFD's.
- B. Prepare 100% plans and specifications for public bidding for the installation of the selected equipment.
- C. Coordinate Bidding and pre-purchase of Pumps and VFDs by the City.
- D. Prepare and submit 50% and 90% submittals for review and comment by the City.
- E. Incorporate 50% and 90% comments and prepare final plans and specifications for bidding.
- F. Attend 2 meetings at the project site.
- G. Provide one half size sets of plans and specifications bound for office copy for bidding, a pdf copy of plans and specifications, and a Word and Autocad copy of plans and specifications.
- H. Assist City with bidding process, including:
 1. Attend pre-bid meeting and job walk for project.
 2. Answer questions during bidding and prepare project addenda as needed to bid project.
 3. Provide PDF and Autocad copies of the design documents.

Task 2 – Construction Services

- A. Review shop drawings.
- B. Answer project Requests for Information (RFI's) and other project coordination.
- C. Prepare technical portion of change orders to be issued by the Construction Manager.
- D. Conduct specialty site inspections concurrent with progress meetings.
- E. Conduct final inspection for acceptance.

MANTECA WAS Pumps HERWIT Scope.doc

HERWIT ENGINEERING
6200 Center Street, Suite 310, Clayton, CA 94517
Phone (925) 672-6399
Fax (925) 672-6031
WWW.HERWIT.com

July 07, 2022

F. Assist with startup and testing of the facilities.

ASSUMPTIONS

- A. All fees for all permits and applications shall be paid by the City of Manteca.**
- B. All project approvals will be obtained by the City of Manteca.**
- C. HERWIT will use AutoCAD backgrounds of the existing plant previously provided by the City of Manteca.**
- D. HERWIT will not perform full time inspection and site supervision or construction management. Construction management and normal inspection will be provided by the City of Manteca. HERWIT will inspect key elements of the project to verify compliance with the construction documents and the design intent.**
- E. As-Built drawings will be provided by Contractor.**
- F. On-site construction activity duration is anticipated to be 8 weeks. Overall project schedule is longer to account for shop drawings and manufacture of equipment (e.g. pumps and VFD's).**

WORK ITEMS NOT INCLUDED IN SCOPE

The following items are not included in this scope of work. It is our understanding that the following items that may be necessary for completion of the project are contracted to others.

- A. Surveying and Photometric / Topographic background of the existing plant are not included in this scope of services.**
- B. Geotechnical services are not included in this scope of services**
- C. Permitting is not included in this scope of services.**
- D. Material testing is not included in this scope of services.**
- E. SCADA programming or SCADA construction is not included in this scope of services.**
- F. Preparation of Conformed Documents. This is not normally done for a project of this size.**
- G. Preparation of Record Drawings. This is not normally done for a project of this size.**

MISCELLANEOUS

There will be several subconsultants working under HERWIT Engineering to complete this project. These subconsultants and areas of responsibility are as follows.

- A. Electrical Engineering, Arostegui Engineers, Project Manager Leonel Arostegui**
- B. Structural Engineering, CAPSTONE Structural Engineering, Project Manager Steve Stoll**

EXHIBIT B

SCHEDULE

HERWIT Engineering will begin immediately upon authorization of the Contract. The current project schedule is as follows:

Item Description	Date
Begin Design	September, 2022
50% Submittal	November, 2022
City prepurchase Pumps and VFDs	November, 2022
90% Submittal	January, 2023
Complete Design	February, 2023
City Council to Approve Advertise for Bids for Construction	March, 2023
Advertise for Bids for Construction	April, 2023
Receive Bids for Construction	May, 2023
City Council to Award Construction Contract	June/July, 2023
Notice to Proceed	August, 2023
Complete Install	September, 2024

The schedule assumes a 1-week review period by Manteca staff for each Submittal.

FEE

HERWIT Engineering will complete tasks identified below on a Time & Materials Not to Exceed Basis. The costs for all subconsultants are included in these costs. Subconsultant costs will be broken out separately on all invoices. Because of the variability in estimating the workload between tasks and subconsultants for a project of this size, the subconsultant's costs are an approximate breakdown and budget assignments may be moved between subconsultants and the Prime Consultant as needed as long as the total project cost is not exceeded.

Task 2 – Construction Services

~~\$ 17,721~~

\$17,421

Agreement for Services

EXHIBIT B

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

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

CONSULTANTS

By:  John H. Stuckey

[Title]

PARTNER

Agreement for Services

EXHIBIT C

Fee Schedule

ATTACHMENT 1
STATEMENT OF WORK AND ACTIVITIES #2

SCHEDULE

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FEE

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Task 1 - Engineering Design Services -
Task 2 - Construction Services **Total \$ 52,844**
Total \$ 52,844

ATTACHMENT 1
STATEMENT OF WORK AND ACTIVITIES #2
 Manteca WOCP
 South Plant RAS Pump Replacement Project
 HERWIT Engineering Cost Estimate

	Staff Hours at Indicated Rate						HERWIT Labor Cost	Other Subs	Expenses	Total Cost
	Process Model Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	Engineer	Supervising Designer	Designer 2	Administrative Assistant		
Engineering Services During Construction - South Plant RAS Pump Task 2 Replacement (as Adder to WAS)			225				115			
Construction Services										
A Review Shop Drawings / Coordinate Equipment	40						9,000	2,720	\$ 11,720	
B Answer RFIs / Field Questions / Phone Calls / Coordination	24						5,400	2,720	\$ 8,120	
C Prepare Change Orders	4						900		\$ 900	
D Conduct Specialty Site Inspections w/ Meetings	72						16,200		\$ 16,200	
E Conduct Final Inspection and Acceptance	8						1,800		\$ 1,800	
F Startup & Testing	8						1,800		\$ 1,800	
G Record Drawings	16			24			6,360		\$ 6,360	
H Attend Remote Zoom Construction Meetings	24						5,400		\$ 5,400	
Markup on Subs								544	\$ 544	
Subtotal Construction Services			196		24		46,860	5,984	\$ 52,844	

SCHEDULE

HERWIT Engineering will begin immediately upon authorization of the Contract. The current project schedule is as follows:

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The schedule assumes a 1-week review period by Manteca staff for each Submittal.

FEE

HERWIT Engineering will complete tasks identified below on a Time & Materials Not to Exceed Basis. The costs for all subconsultants are included in these costs. Subconsultant costs will be broken out separately on all invoices. Because of the variability in estimating the workload between tasks and subconsultants for a project of this size, the subconsultant's costs are an approximate breakdown and budget assignments may be moved between subconsultants and the Prime Consultant as needed as long as the total project cost is not exceeded.

Task 2 – Construction Services

\$ 29,650

Manteca - WAS Pumps- HERWIT Scope.doc

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WWW.HERWIT.COM

July 07, 2022

Manteca WOOF
 North South Plant WAS Pump Replacement Project
 HERWIT Engineering Cost Estimate

*N/A
 KAG
 COT*

		Staff Hours at Indicated Rate										
		Supervising Engineer	Senior Engineer	Associate Engineer	Engineer	Supervising Designer	Designer 2	Administrative Assistant	HERWIT Labor Cost	Other Subs	Expenses	Total Cost
Design Services - WAS Pump	Task 1	225					115					
1 Civil & Mechanical Design, Coordination, etc.		80				96			29,040			\$ 29,040
2 Structural Design									680			\$ 680
3 Electrical Design		6				8			2,720	4,080		\$ 6,800
5 Prepare and Print 50% and 90% Submittals		8				8			2,720			\$ 2,720
6 Meetings (Total of 1)		4							900		140	\$ 1,040
7 Final Printing (Plans and Specs)		8				8			2,720			\$ 2,720
8 Bidding		8							1,800			\$ 1,800
Markup on Subs										476		\$ 476
Subtotal 100% Design Services			116				120		39,900	5,236	140	\$ 45,276

		Staff Hours at Indicated Rate												
		Process Model Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	Engineer	Supervising Designer	Designer 2	Administrative Assistant	HERWIT Labor Cost	Other Subs	Expenses	Total Cost	
Construction Services - WAS Pump	Task 2	225					115							
A Review Shop Drawings / Coordinate Equipment		16								3,600	1,000		\$ 4,600	
B Answer RFIs / Field Questions / Phone Calls / Coordination		16								3,600	1,000		\$ 4,600	
C Prepare Change Orders		4								900			\$ 900	
D Conduct Specialty Site Inspections w/ Meetings		72								16,200			\$ 16,200	
E Conduct Final Inspection and Acceptance		6								1,350			\$ 1,350	
F Startup & Testing		8								1,800			\$ 1,800	
Markup on Subs											200		\$ 200	
Subtotal Construction Services			122							27,450	2,200		\$ 29,650	

ATTACHMENT 3

SCHEDULE OF ACTIVITIES

Item Description	Date
Begin Design	September, 2022
50% Submittal	November, 2022
City prepurchase Pumps and VFDs	November, 2022
90% Submittal	January, 2023
Complete Design	February, 2023
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