

AGREEMENT FOR SERVICES

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

Mozamo Engineering
Consultant

11501 Dublin Blvd., Suite 220	Dublin	CA	94568
MAILING ADDRESS	CITY	STATE	ZIP

a _____ California Corporation _____ (business structure)

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

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for Construction Management and Inspection Services for the Yosemite Ave Project CIP No. 26039 ("Project").

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

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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 June 30, 2028, unless otherwise extended in writing by the mutual agreement of both parties.

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

C. The Agreement Deliverables are as follows:

<u>Deliverables</u>	<u>Date</u>
Substantial Completion of Project	Week of October 30, 2026
Final Completion of Project	Week of December 31, 2026

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 \$304,013.47 without City's prior written approval.

B. Said amount shall be paid within 30 days after satisfactory PROJECT progress and approval of the monthly billings by the CITY. Consultant shall furnish City with invoices for

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

4. TERMINATION:

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

B. The City may suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice of suspension. If City gives such notice of suspension, Consultant shall immediately stop 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.

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

8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

12. INTEREST IN AGREEMENT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

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

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

1. Commercial General Liability Insurance.

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

b. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

c. Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers".

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

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

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

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

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

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

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

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

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

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

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

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

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

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

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11. **SPECIAL RISKS OR CIRCUMSTANCES:** The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

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City:

Wing Chang
Assistant Engineer
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Erin Mock
President
Mozamo Engineering
11501 Dublin Blvd., Suite 220,
Dublin, CA 94568
(925) 230-3093

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

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

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

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

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

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

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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>.

CITY OF MANTECA:

Mozamo Engineering/California Corporation

(Type name of Consultant/form of organization)*

By:

Erin Mock
President

By:

(Type name and title)

Address:

Dublin, CA 94568

Telephone:

By: _____
Kousha Mckeenejad, Deputy City Attorney

Agreement for Services

EXHIBIT A

Consultant Proposal/Scope of Work

WORK PLAN

PROJECT DESCRIPTION

The City of Manteca Yosemite Avenue Improvement Project (STPL-5242(042)) is a federally funded roadway improvement project intended to enhance multimodal safety, accessibility, and pavement conditions along Yosemite Avenue from Walnut Avenue to the Manteca/Lathrop city limits. The project is funded through State Transportation Block Grant (STBG) funds and administered in accordance with Caltrans Local Assistance and federal-aid requirements.

The project includes asphalt grind and overlay improvements, pavement dig-outs, installation of Class II bike lanes, enhanced high-visibility pedestrian crossings, pavement delineation and striping upgrades, and traffic signal loop modifications and replacements. Additional work consists of utility adjustments, survey monument preservation, temporary traffic control, and restoration of roadway markings throughout the corridor.

The project corridor traverses a developed urban arterial with residential, commercial, and commuter traffic, requiring careful coordination of lane closures, access management, and construction phasing to minimize impacts to the traveling public and adjacent properties. Construction activities will require continuous coordination among the City, Contractor, utility providers, testing laboratories, and stakeholders to maintain schedule, quality, and public safety throughout construction.

SCOPE OF WORK

Mozamo will execute the following work plan for the City of Manteca on the Yosemite Avenue Improvement Project (STPL 5242(042)). We understand per the RFQ that this federally funded project will deliver meaningful improvements to the community through the installation of Class II bike lanes, enhanced pedestrian crossings, modification of signal loops, and an asphalt overlay. The project extends along Yosemite Avenue from Walnut Avenue to the Manteca/Lathrop city limits. Our Work Plan is specifically tailored to the City's Scope of Services (Tasks 1–6), the project's small but high-visibility nature, the 60 working-day construction window, and the need for 100% field coverage while protecting the City's interests at every step. We have assigned our most experienced personnel to ensure proactive oversight, seamless coordination, and on-time, on-budget delivery.



APPROACH AND SEQUENTIAL ACTIVITIES

Our approach is built on the principle that the Construction Manager/Inspector must know the plans and specifications better than the contractor and always act as the City's advocate. Our team understands that our role is to proactively protect the City's schedule, budget, compliance, and contractual interests throughout construction. We will deliver the full scope through a lean, highly responsive team led by Project Manager, Frank Cannizzaro, who will serve as the single point of contact with the City and coordinate all operations.

TASK 1 – PROJECT MANAGEMENT

Frank Cannizzaro will furnish overall coordination, monthly progress reporting, subcontract administration, and monthly status meetings with the City (in-person or via Microsoft Teams). Our team will maintain responsive communication in providing responses to City staff inquiries.

TASK 2 – PRECONSTRUCTION SERVICES

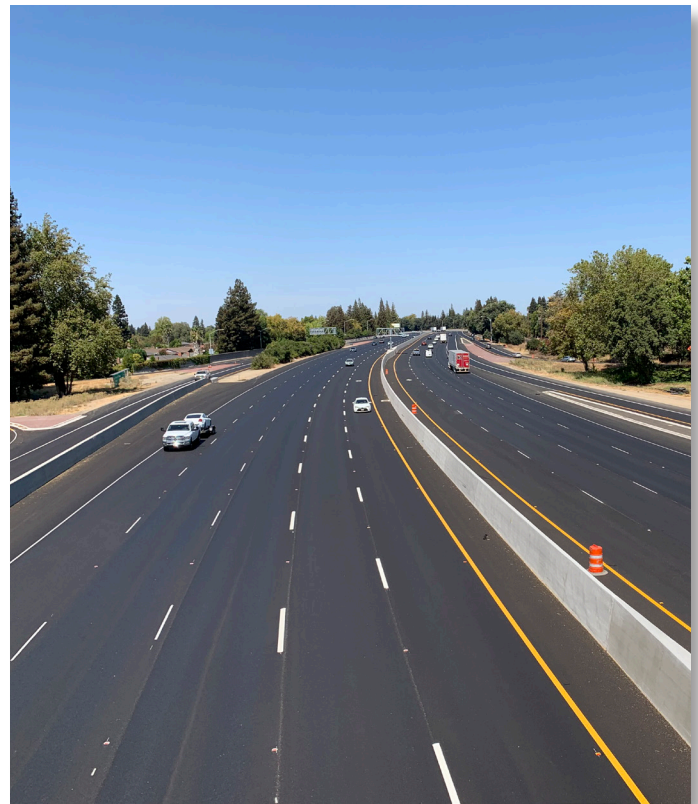
Immediately upon Notice to Proceed, Resident Engineer Chris McDermott (supported by Project Manager Frank Cannizzaro) will lead a constructability review of the 100% PS&E, prepare a list of potential conflicts/estimates for the City Project Manager and Design Engineer, and coordinate the pre-construction conference. He will also review the contractor's schedule, Traffic Control Plan, safety program, and all pre-mobilization submittals. Electrical Inspector Justin Meehan (Mozamo) will specifically review signal-loop elements. Materials Testing subconsultant Crawford & Associates will confirm laboratory certifications and prepare the testing plan.

TASK 3 – CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION

We are offering the same team to manage this project that is currently managing the adjacent Yosemite Ave. project providing major efficiencies. To account for peaks in both projects, additional back-up and supplemental staff are also provided. Chris McDermott will act as the Resident Engineer with 100% field coverage whenever the contractor is working. He will be backed up by Frank Cannizzaro as needed. Chris will be supported daily in the field by Inspector Rocky Rodgers (Albat) with Luis Magana (Mozamo) also available to supplement the field inspection efforts for general civil/pedestrian elements. Lastly Justin Meehan will be available for any electrical and signal work. The team will:

- Hold weekly progress meetings (Teams or in-person) and monthly budget/status meetings with the City
- Manage all RFIs, submittals, change orders, and daily logs with photos/videos
- Provide SWPPP/WPCP oversight including inspections, BMP monitoring, rain-event coordination, corrective action tracking, and compliance reporting
- Perform quantity measurements, progress payment reviews, and record-drawing oversight
- Monitor traffic control, lane closures, and business/residential notifications in real time
- Contractor's record drawings will be reviewed monthly to verify accuracy and completeness throughout construction

All RFI/submittal responses and change orders will be reviewed internally by the team before forwarding to the City for final approval, ensuring the City's position is always protected. Our team is experienced in evaluating and negotiating change orders using current market pricing, documented field conditions, and contract requirements to ensure fair and reasonable costs for the City. We are extremely experienced in negotiating change orders based on current market rates for labor, materials and equipment. We do not take the contractor's requests for extra payment at face value. We work to minimize change order costs on your behalf.

**TASK 4 – QUALITY ASSURANCE AND MATERIALS TESTING SERVICES**

Crawford & Associates (certified MTA) will provide all required acceptance testing, independent assurance, and special inspections in full compliance with Caltrans standards, Project Specifications, and the City's QA/QC requirements. Chris McDermott will coordinate testing schedules to avoid delays, and all results will be reported to the City on the same day the test is completed.

TASK 5 – POST CONSTRUCTION SERVICES

Mozamo will provide comprehensive project closeout services to support successful project completion, final acceptance, and contract administration. Services will include coordination with the City and Contractor to complete punch list items, resolve outstanding issues, process contract change orders, and facilitate final payment. The team will review and compile closeout documentation including warranties, operations manuals, certifications, and record drawings; coordinate final inspection and punch list completion; prepare lessons learned documentation; and provide complete digital project files in the City's required naming conventions and directory structure.



Project Schedule (Elapsed Weeks from Notice to Proceed)

The proposed schedule is based on a Notice to Proceed (NTP) date of August 2026, 60 working days to Substantial Completion, and 75 working days to Final Completion. Our team will provide continuous construction management, inspection, and materials testing support throughout the duration of the project.

Below are the milestone for the schedule assuming NTP in August 2026:

- • Weeks 1–2: Preconstruction review, file setup, pre-con conference, and contractor mobilization
- • Weeks 3–12: Construction with full construction management/inspection coverage
- • Weeks 12–14: Punch list, final inspection, record drawings, and closeout documentation
- • Week 15: Final payment recommendation and project certification

We have provided a detailed chart as an appendix that breaks each task and subtask into weekly milestones.

Quality, Budget, and Schedule Control Methods

Quality control will be maintained through daily field observations, weekly internal team reviews, and monthly audits against the Project-Specific Quality Management Plan. Budget and schedule control will be achieved via real-time quantity tracking in the field, weekly earned-value analysis, and immediate flagging of any variances to the City. We use CMIS project management software for paperless daily reports, RFI/submittal logs, and progress payments, giving the City instant visibility and eliminating administrative delays. If the City has an alternate CM software that it prefers that we use, we are flexible and will adapt accordingly.

Sample Daily Log

A sample Caltrans-compliant Daily Construction Report (including weather, contractor activities, personnel, equipment, tests performed, photos, and non-conformance notes) will be included as an appendix and used throughout the project.

Special Issues and Mitigation

This project presents several construction management and coordination challenges due to its federally funded requirements, urban roadway setting, traffic impacts, and need for continuous construction oversight. Our team understands these challenges and will implement proactive mitigation strategies to minimize project risk, maintain schedule, and support successful project delivery.

1. Maintain Traffic Flow and Public Access

Construction activities involving roadway overlays, Class II bike lanes, pedestrian crossings, and signal modifications require careful traffic control coordination to minimize impacts to motorists, businesses, bicyclists, and pedestrians.

Mitigation: Our team will proactively review traffic control plans, construction phasing, lane closures, and public notification procedures prior to implementation. Daily coordination with the Contractor and City will help anticipate upcoming impacts and minimize disruptions. Field staff will monitor traffic control operations and reopening requirements to ensure compliance with contract specifications and maintain safe access throughout construction.

2. Schedule Management and Contractor Coordination

The project requires continuous coordination of RFIs, submittals, inspections, testing, and Contractor activities to avoid delays and maintain progress.

Mitigation: Mozamo's Resident Engineer, Chris McDermott,

and the inspection team will maintain proactive communication with the Contractor regarding upcoming work, required submittals, testing, and potential conflicts. We will closely track RFIs, submittals, schedules, and change orders using organized document control procedures and maintain regular coordination meetings with the City and Contractor to promptly resolve issues before they affect the critical path.

3. Federal-Aid Compliance Requirements

Because the project is federally funded and administered through Caltrans, compliance with federal and State requirements is essential, including labor compliance, certified payroll, Buy America provisions, documentation standards, and Caltrans reporting requirements.

Mitigation: Mozamo has extensive experience delivering federally funded local agency projects and understands Caltrans LAPM requirements. Our team will maintain Caltrans-compliant project documentation, including daily reports, working-day statements, labor compliance records, certified payroll verification, Buy America documentation, and complete audit-ready project files.

4. Quality Control and Coordination of Multiple Improvements

The project includes roadway, pedestrian, bicycle, striping, signal improvements that require coordination among multiple disciplines and subcontractors.

Mitigation: Mozamo will provide experienced field inspection staff with roadway construction expertise to verify compliance with plans, specifications, and applicable standards. Coordination with testing laboratories, surveyors, and design staff will help identify and resolve issues early, minimizing rework and maintaining construction quality.

Proposed Enhancements

To provide added value to the City, Mozamo proposes the following enhancements to support efficient project delivery and communication:

- **Enhanced Digital Documentation:** Fully paperless operations using iPads and CMIS software for real-time photo/video documentation and instant City access to daily logs.
- **Drone-Assisted Construction Documentation:** Drone flights (as needed and permitted) for overhead documentation of paving and bike-lane striping.
- **Daily Progress Metrics and Visual Documentation:** Daily end-of-day summary reports with key photos and progress metrics to keep City staff informed.
- **Proactive Constructability Review:** Conduct an early detailed review of the 100% PS&E package to identify potential conflicts, staging concerns, and bid item discrepancies prior to construction.
- **Short-Interval Schedule Coordination:** Weekly look-ahead schedule reviews to proactively identify potential utility, traffic control, or material procurement conflicts before they impact the critical path.

The Mozamo team is fully prepared to deliver superior construction management and inspection services that will keep this important safety project on schedule, within budget, and completed to the highest standards. We look forward to demonstrating our commitment to the City of Manteca and the traveling public on Yosemite Avenue.



The proposed schedule is based on a Notice to Proceed (NTP) date of August 2026, 60 working days to Substantial Completion, and 75 working days to Final Completion. Our team will provide continuous construction management, inspection, and materials testing support throughout the duration of the project.

Project Schedule (Elapsed Weeks from Notice to Proceed – August 2026)

[illegible]

ATTACHMENT 3

<i>TASK/Subtask</i>	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15
<i>Safety Program Review</i>		■	■												
<i>Pre-Mobilization Submittals</i>		■	■	■											
<i>Signal Loop / Electrical Review</i>		■	■	■											
<i>Materials Testing Plan & Certifications</i>		■	■												
<i>TASK 3 – CONSTRUCTION MANAGEMENT SERVICES</i>															
<i>Contractor Mobilization</i>			■												
<i>Resident Engineer Services</i>			■	■	■	■	■	■	■	■	■	■	■	■	■
<i>Daily Inspection / Field Coverage</i>			■	■	■	■	■	■	■	■	■	■			
<i>Daily Reports & Documentation</i>			■	■	■	■	■	■	■	■	■	■	■	■	■
<i>Weekly Progress Meetings</i>			■	■	■	■	■	■	■	■	■	■			
<i>RFI Review & Responses</i>			■	■	■	■	■	■	■	■	■	■	■	■	■
<i>Submittal Review & Tracking</i>			■	■	■	■	■	■	■	■	■	■	■	■	■
<i>Change Order Review & Negotiation</i>			■	■	■	■	■	■	■	■	■	■	■	■	■
<i>Progress Payment Reviews</i>				■				■				■			

ATTACHMENT 3

<i>TASK/Subtask</i>	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15
<i>SWPPP/WPCP Oversight</i>			■	■	■	■	■	■	■	■	■	■			
<i>Traffic Control Monitoring</i>			■	■	■	■	■	■	■	■	■	■			
<i>Business/Resident Notifications</i>			■	■	■	■	■	■	■	■	■	■			
<i>Monthly Record Drawing Reviews</i>				■				■				■			
<i>Substantial Completion Milestone</i>												★			
<i>TASK 4 – QUALITY ASSURANCE & MATERIALS TESTING</i>															
<i>Testing Coordination</i>			■	■	■	■	■	■	■	■	■	■			
<i>Aggregate Base Testing</i>				■	■	■	■								
<i>Concrete Testing</i>				■	■	■	■	■	■						
<i>HMA Testing</i>						■	■	■	■	■	■				
<i>Signal/Electrical Inspection</i>								■	■	■	■				
<i>Independent Assurance Reviews</i>			■	■	■	■	■	■	■	■	■	■			
<i>Testing Reports to City</i>			■	■	■	■	■	■	■	■	■	■			
<i>TASK 5 – POST-CONSTRUCTION SERVICES</i>															
<i>Punch List Preparation</i>												■			

EXHIBIT A

ATTACHMENT 3

<i>TASK/Subtask</i>	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15
<i>Punch List Completion</i>												■	■	■	
<i>Final Inspection</i>														■	
<i>Closeout Documentation Review</i>													■	■	■
<i>Final Record Drawings</i>													■	■	■
<i>Final Change Order Reconciliation</i>													■	■	■
<i>Final Payment Recommendation</i>															■
<i>Digital Project File Delivery</i>															■
<i>Lessons Learned Memorandum</i>															■

Legend:

■ = Active Task

★ = Substantial Completion (60 Working Days)

Final Completion (75 Working Days): Week 15

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

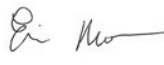
By: 
Erin Mock, President

EXHIBIT C

Deliverables and Fee Schedule

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: **Mozamo Engineering, Inc.**Project No. **STPL-5242(042)**

Contract No. _____

Date **5/21/2026****DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Project Manager	Frank Cannizzaro, PE	\$95 - \$130 / hr	80	\$ 116.00	\$ 9,280.00
Resident Engineer	Chris McDermott, PE	\$95 - \$130 / hr	300	\$ 95.00	\$ 28,500.00
Electrical Inspector	Justin Meehan	\$75 - \$95 / hr	40	\$ 82.00	\$ 3,280.00
Construction Inspector**	Luis Magana	\$60 - \$75 / hr	0	\$ 75.00	\$ -
Construction Inspector**	Corinne Burkhard	\$60 - \$75 / hr	0	\$ 72.00	\$ -
Office Engineer	Corinne Burkhard	\$45 - \$65 / hr	0	\$ 62.00	\$ -
					\$ -
					\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 41,060.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 41,060.00**INDIRECT COSTS**

d) Fringe Benefits (Rate: 52.34%)

e) Total Fringe Benefits [(c) x (d)] \$ 21,490.80

f) Overhead & G&A (Rate: 58.78%)

g) Overhead [(c) x (f)] \$ 24,135.07

h) General & Admin (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 45,625.87**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 12%** \$ 10,402.30**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Albat \$ 143,717.83

Subconsultant 2: Crawford & Associates (Material Testing) - as needed testing \$ 63,207.46

m) TOTAL SUBCONSULTANTS' COSTS \$ 206,925.29**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 206,925.29**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 304,013.47**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mozamo Engineering, Inc.

Project No. STPL-5242(042) Contract No. 0

Date 5/21/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	2 Year Contract Duration
\$ 41,060.00	420	=	\$ 97.76	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 97.76	+	5%	=	\$ 102.65	Year 2 Avg Hourly Rate
Year 2	\$ 102.65	+	5%	=	\$ 107.78	Year 3 Avg Hourly Rate
Year 3	\$ 107.78	+	5%	=	\$ 113.17	Year 4 Avg Hourly Rate
Year 4	\$ 113.17	+	5%	=	\$ 118.83	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	420.0	=	420.0	Estimated Hours Year 1
Year 2	0.00%	*	420.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	420.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	420.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	420.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	420.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 97.76	*	420	=	\$ 41,060.00	Estimated Hours Year 1
Year 2	\$ 102.65	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 107.78	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 113.17	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 41,060.00	
Direct Labor Subtotal before Escalation				=	\$ 41,060.00	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 - Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Erin Mock</u>	Title *:	<u>President/CEO</u>
Signature:	<u></u>	Date of Certification:	<u>5/21/2026</u>
Email:	<u>emock@mozamoengineering.com</u>	Phone number:	<u>(916) 431-0866</u>
Address:	<u>100 Howe Ave, Suite 130, Sacramento, CA 95825</u>		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction management and inspection services

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: **Albat**Project No. **Yosemite Bike and Ped. Improvement, Phase II**Contract No. **STPL-5242(042)**Date **6/2/2026****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Rocky Rodgers	Construction Inspector	640	\$ 89.00	\$ 56,960.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 56,960.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 56,960.00

INDIRECT COSTS

d) Fringe Benefits (Rate: _____)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: 125.28%)	g) Overhead [(c) x (f)]	\$ 71,359.49
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 71,359.49
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 12%	\$ 15,398.34

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -****TOTAL COST [(c) + (j) + (k) + (n)] \$ 143,717.83****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant AlbatProject No. Yosemite Bike and Ped. Improvement, Phase II Contract No. STPL-5242(042)Date 6/2/2016

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate		5 Year Contract Duration	
\$	56,960.00		640	=	\$	89.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Avg Hourly Rate		Proposed Escalation					
Year 1	\$ 89.00	+	5%	=	\$ 93.45	Year 2 Avg Hourly Rate	
Year 2	\$ 93.45	+	5%	=	\$ 98.12	Year 3 Avg Hourly Rate	
Year 3	\$ 98.12	+	5%	=	\$ 103.03	Year 4 Avg Hourly Rate	
Year 4	\$ 103.03	+	5%	=	\$ 108.18	Year 5 Avg Hourly Rate	

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year			
Year 1	100.00%	*	640.0	=	640.0	Estimated Hours Year 1	
Year 2	0.00%	*	640.0	=	0.0	Estimated Hours Year 2	
Year 3	0.00%	*	640.0	=	0.0	Estimated Hours Year 3	
Year 4	0.00%	*	640.0	=	0.0	Estimated Hours Year 4	
Year 5	0.00%	*	640.0	=	0.0	Estimated Hours Year 5	
Total	100%		Total	=	640.0		

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year			
Year 1	\$ 89.00	*	640	=	\$ 56,960.00	Estimated Hours Year 1	
Year 2	\$ 93.45	*	0	=	\$ -	Estimated Hours Year 2	
Year 3	\$ 98.12	*	0	=	\$ -	Estimated Hours Year 3	
Year 4	\$ 103.03	*	0	=	\$ -	Estimated Hours Year 4	
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5	
Total Direct Labor Cost with Escalation				=	\$ 56,960.00		
Direct Labor Subtotal before Escalation				=	\$ 56,960.00		
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1	

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

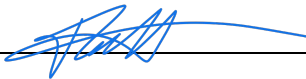
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 - Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Tatevik Janvelyan</u>	Title *:	<u>President</u>
Signature:		Date of Certification:	<u>6/2/2026</u>
Email:	<u>tatevik@albat.co</u>	Phone number:	<u>323-459-7510</u>
Address:	<u>7801 Folsom Blvd. Suite 325, Sacramento, CA 95826</u>		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management and Inspection

Scope of Services

Construction materials testing and source inspections are critical components of infrastructure improvement projects, as they provide independent verification that materials incorporated into the work conform to approved designs, specifications, and quality requirements prior to and during construction. Through field sampling, laboratory testing, and source inspections at production facilities, potential deficiencies can be identified and addressed early, reducing the risk of premature deterioration, structural deficiencies, or costly corrective work. These services support compliance with governing agency standards, promote long-term performance and public safety, and help ensure that the completed infrastructure meets its intended design life and serviceability expectations.

Crawford & Associates will provide construction materials sampling, testing, and source inspection services to ensure that materials and construction methods comply with applicable project specifications, standards, and agency requirements. Materials sampling and testing will be performed in accordance with the City of Manteca requirements. These services are essential to verify material quality, durability, and performance, supporting the overall compliance and success of the project. All sampling and testing will be performed in accordance with the applicable Caltrans, AASHTO, and ASTM standards and project-specific requirements.

Project Management

Our Project Management Team will provide overall oversight of inspection and testing services, including the assignment of appropriately qualified and certified personnel in accordance with project requirements and agency approvals. The team will also serve as the primary point of contact for communication with the project stakeholders, including the Construction Management Team.

All Daily Field Reports (DFRs) and observations will be reviewed by the Project Management Team to ensure completeness, accuracy, and timely identification of any nonconforming items. Any discrepancies, deficiencies, or field issues identified during the course of work will be promptly communicated to the project team to facilitate timely resolution.

Hot Mix Asphalt (HMA) Testing

Crawford & Associates will perform field density testing and sampling during placement of Hot Mix Asphalt to verify compliance with the project plans and specifications. Scope of work includes:

- Field verification of batch tickets for conformance with the approved Job Mix Formula (JMF), coring, and nuclear density testing.
- Laboratory testing of collected samples for asphalt content, gradation, specific gravity, and other properties.
- Collection of representative HMA and aggregate samples at the batch plant



ATTACHMENT 3

Project Name: **City of Manteca - Yosemite Ave Improvement Project**
County/City: **Manteca, CA**
Services: **Construction Management & Material Testing Services**

Project No: 26-2053.P
Date: 5/25/2026

[illegible]

OTHER DIRECT COSTS

5/25/2026

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	COST PER TASK
-------------	----------	------	-----------	-------	---------------

TASK 1 Project Management

Mileage Costs (IRS)	60	Mile	\$ 0.73	\$ 43.80	
Vehicle Charge	2	Day	\$ 25.00	\$ 50.00	

\$ 93.80

Task 2 Hot Mix Asphalt

Mileage Costs (IRS)	600	Mile	\$ 0.73	\$ 438.00	
Vehicle Charge	20	Day	\$ 25.00	\$ 500.00	
Nuclear Density Guage	10	Day	\$ 30.00	\$ 300.00	

\$ 1,238.00

TOTAL OTHER DIRECT COSTS: \$ 1,331.80

Crawford & Associates - Other Direct Costs

1/0/1900

TASK 1 Project Management

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
No Testing		0	\$ -	\$ -

\$ -

Task 2 Hot Mix Asphalt

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Seive Analysis - Course and Fine (CT202)	15	Each	\$ 240.00	\$ 3,600.00
Sand Equivalent - 3 Point (CT217)	15	Each	\$ 180.00	\$ 2,700.00
Asphalt Binder Content - Ignition Oven (CT382)	15	Each	\$ 250.00	\$ 3,750.00
Asphalt Binder Content - Ignition Oven Calibration (CT382)	1	Each	\$ 520.00	\$ 520.00
Maximum Specific Gravity (Rice) (CT309)	10	Each	\$ 255.00	\$ 2,550.00
HMA Moisture Content (CT370)	10	Each	\$ 90.00	\$ 900.00
Hveem Stability (CT366)	15	Each	\$ 525.00	\$ 7,875.00
Asphalt Binder Content by Extraction Method (T164)	15	Each	\$ 440.00	\$ 6,600.00
Core Unit Weight - Field Speciman (CT308)	20	Each	\$ 70.00	\$ 1,400.00

\$ 29,895.00

TOTAL LABORATORY TESTS	\$ 29,895.00
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COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

Mark-ups Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantConsultant **Crawford & Associates, Inc.**

Project No. _____

Contract No. _____

Date **5/25/2026**Project Name **City of Manteca - Yosemite Ave Improvement Project****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	TBD	1.00	\$104.55	\$ 104.55
Senior Project Manager II *	TBD	0.00	\$98.55	\$ -
Senior Project Manager I *	TBD	0.00	\$73.43	\$ -
Construction Services Director *	TBD	6.00	\$69.97	\$ 419.82
Project Manager II	TBD	0.00	\$78.07	\$ -
Project Manager I	TBD	0.00	\$61.60	\$ -
Senior Engineer II	TBD	0.00	\$61.38	\$ -
Senior Engineer I	TBD	0.00	\$57.50	\$ -
Senior Geologist	TBD	0.00	\$50.50	\$ -
Construction Services Supervisor	TBD	6.00	\$46.50	\$ 279.00
Construction Services Project Admin	TBD	8.00	\$44.00	\$ 352.00
Project Engineer III / Geologist III	TBD	0.00	\$47.60	\$ -
Project Engineer II / Geologist II	TBD	0.00	\$44.92	\$ -
Project Engineer I / Geologist I	TBD	0.00	\$41.33	\$ -
Staff Engineer / Geologist	TBD	0.00	\$33.79	\$ -
NDT II/Glulac/CWI Inspector	TBD	0.00	\$52.50	\$ -
Drafter	TBD	0.00	\$35.00	\$ -
Project Coordinator	TBD	5.00	\$41.50	\$ 207.50
Administrative Assistant	TBD	2.00	\$31.00	\$ 62.00
Special Inspector	TBD	0.00	\$38.00	\$ -
Technician	TBD	60.00	\$32.50	\$ 1,950.00
Special Inspector I **Group 1	TBD	0.00	\$58.00	\$ -
Special Inspector II **Group 2	TBD	0.00	\$53.75	\$ -
Laborer Technician **Group 2 and 3	TBD	0.00	\$38.75	\$ -
Soils/Asphalt Technician **Group 3	TBD	140.00	\$51.25	\$ 7,175.00
Concrete Technician **Group 4	TBD	0.00	\$47.00	\$ -
Soils/Asphalt Technician **Group 3 - Nig	TBD	0.00	\$58.94	\$ -
Soils/Asphalt Technician **Group 3 - Sa	TBD	0.00	\$76.88	\$ -
Soils/Asphalt Technician **Group 3 - Su	TBD	0.00	\$102.50	\$ -
0	TBD	0.00	\$0.00	\$ -
0	TBD	0.00	\$0.00	\$ -

228**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 10,549.87

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 10,549.87**INDIRECT COSTS**

d) Fringe Benefits

Rate: 49.57%

e) Total Fringe Benefits [(c) x (d)] \$ 5,229.57

f) Overhead

Rate: 106.01%

g) Overhead [(c) x (f)] \$ 11,183.92

h) General & Administrative

Rate: 20.00%

i) Gen & Admin [(c) x (h)] \$ 2,109.97

Combined ICR %: 175.58%**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 18,523.46**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]** \$ 2,907.33**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Testing	1	Cost	Lump	\$ 29,895.00
Mileage Costs (IRS)	660	Mile	\$ 0.73	\$ 481.80
Vehicle Charge	22	Day	\$ 25.00	\$ 550.00
Nuclear Density Gauge	10	Day	\$ 30.00	\$ 300.00
				\$ 31,226.80

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: \$ - \$ -

Subconsultant 2: \$ - \$ -

m) TOTAL SUBCONSULTANT'S COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 31,226.80**TOTAL COST [(c) + (j) + (k) + (n)]** \$ **63,207.46**

COST PROPOSAL 1

CALCULATIONS FOR ANTICIPATED SALARY INCREASE

1. Calculate Average Hourly Rate for 1st Year of the Contract (Direct labor subtotal divided by total hours)

Direct Labor Subtotal	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$ 10,549.8700	228	=	46.27	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$46.27	+	5.0%	=	\$48.58 Year 2 Avg Hourly Rate
Year 2	\$48.58	+	5.0%	=	\$51.01 Year 3 Avg Hourly Rate
Year 3	\$51.01	+	5.0%	=	\$53.56 Year 4 Avg Hourly Rate
Year 4	\$53.56	+	5.0%	=	\$56.24 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated %		Total Hours		Total Hours
	Completed Each Year		per Cost Proposal		per Year
Year 1	100%	*	228	=	228.00 Est Hours Year 1
Year 2	0%	*	228	=	0.00 Est Hours Year 2
Year 3	0%	*	228	=	0.00 Est Hours Year 3
Year 4	0%	*	228	=	0.00 Est Hours Year 4
Year 5	0%	*	228	=	0.00 Est Hours Year 5
Total	100%		Total	=	228.00

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of

	Avg Hourly Rate		Estimated hours		Cost per Year
	(calculated above)		(calculated above)		
Year 1	\$46.27	*	228	=	\$10,549.88 Est Hours Year 1
Year 2	\$48.58	*	0	=	\$0.00 Est Hours Year 2
Year 3	\$51.01	*	0	=	\$0.00 Est Hours Year 3
Year 4	\$53.56	*	0	=	\$0.00 Est Hours Year 4
Year 5	\$56.24	*	0	=	\$0.00 Est Hours Year 5
Total Direct Labor Cost with Escalation				=	\$10,549.88
Direct Labor Subtotal before Escalation				=	\$10,549.87
Estimated Total of Direct Labor Salary Increase				=	\$0.00 (Transfers to Page 1)

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 years = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

CERTIFICATION OF DIRECT COSTS

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted In direct Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature :  Date of Certification: 5/25/2026

Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management & Material Testing Services