

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

Dewberry Engineers, Inc.

Consultant

901 W. Center Street	Manteca	CA	95337
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 Construction Management and Inspection Services for the **Zone 36/39 Storm Drain Improvements Phase I Outfall Project CIP No. 20004 ("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

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of conflict between Consultant's proposal or Consultant's attachments and the City's Agreement and attachments, the City's Agreement and attachments shall take precedence over Consultant's proposal and attachments.

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

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

2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on 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 May 25, 2027
Final Completion of Project	Week of August 30, 2027

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 \$1,351,469 without City's prior written approval.

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

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates,

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summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

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

8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and

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subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

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

12. INTEREST IN AGREEMENT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

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

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of this AGREEMENT.

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

1. Commercial General Liability Insurance.

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

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

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

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

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

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

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

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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.

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.

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

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

City:

Michael Selling
Assistant Director of Engineering
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Dave Richard
Associate Vice President
Dewberry Engineers, Inc.
901 W. Center Street, Suite 1
Manteca, CA 95337
(209) 707-3325
drichard@dewberry.com

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

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

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

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

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

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

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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>.

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

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

Dewberry Engineers, Inc.

(Type name of Consultant/form of organization)*

ATTEST:

By: _____
(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

Dave Richard,
Associate Vice President

COUNTERSIGNED:

By: _____
(Signature)

Matt Boring,
Director of Finance

(Type name and title)

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COUNTERSIGNED:

Stephanie Van Steyn,
Director of Human Resources

Address: _____

APPROVED AS TO FORM:

Telephone: _____

Andy Pinasco, Interim City Attorney

By: _____
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A

Consultant Proposal/Scope of Work

**EXHIBIT A
CITY OF MANTECA
STORM DRAIN ZONES 36 AND 39 IMPROVEMENTS
PROJECT – PHASE 1 OUTFALL CONSTRUCTION
ENGINEERING SERVICES DURING CONSTRUCTION
SCOPE OF SERVICES AND FEE ESTIMATE
June 2026**

Infrastructure improvements to support future development in South Manteca include construction of a 66-inch diameter gravity storm drain, 120 cubic feet per second storm drain pump station, 48-inch diameter storm drain force main, and dual 30-inch storm drain outfall structure to the San Joaquin River (Project). The City of Manteca (City) has elected to proceed with staged construction of the Project beginning with Phase 1 outfall construction. Initial improvements would be limited to the outfall structure and storm drain force mains installation within the Oakwood Lake Water District (OLWD) wastewater treatment plant (WWTP) site and Reclamation District 17 (RD-17) properties along Aplicella Court within the Oakwood Shores subdivision.

Permits for the Phase 1 Project have been obtained including: a) encroachment permit from the Central Valley Flood Protection Board (CVFPB) with endorsements from RD-17; b) 408 letter of permission from the United States Army Corps of Engineers (USACOE); c) Clean Water Act (CWA) Section 404 permit from the USACOE; d) CWA Section 401 Certification of Water Quality from the Regional Water Quality Control Board; and e) California Department of Fish and Wildlife 1602 Lake and Streambed Alteration Agreement.

The Phase 1 Outfall Construction Project was bid and subsequently awarded to Mozingo Construction (Contractor) on May 12, 2026. Contact award included completion of base bid improvements for the Project and additive bid items for OLWD. The construction contract duration is 300 calendar days.

The City is requesting Dewberry Engineers Inc. (Consultant) to provide services during construction of Phase 1 by the Design Team, Environmental Team, and Construction Management (CM) Team.

These Special Engineering Services are detailed below.

TASK 13 – SPECIAL ENGINEERING SERVICES

13.06 Communications and Reporting

The design documents for the Project were reviewed and approved by the City, OLWD, and RD-17 assuming specific improvements would be constructed. These “conditions of approval” will require confirmation during construction prior to final execution of easement and property acquisition agreements between the City, OLWD, and RD-17. Certain elements (additive bid items) of the Project in addition will be funded separately by OLWD. Although the construction agreement for

the Project will be executed between Mozingo and the City, the Consultant will communicate and report on progress to the City, OLWD, and RD-17 (stakeholders) equally as follows:

- a. Stakeholders will be copied on all correspondence between the CM Team and the contractor including responses to RFIs, shop drawing submittals, field directives, contract interpretations, completion schedule, monthly progress reports, and reporting on environmental compliance.
- b. Stakeholders will be invited to participate in weekly construction progress meetings with the contractor.
- c. Input from stakeholders will be solicited in developing agenda for weekly construction progress meetings.
- d. Site visits will be arranged for stakeholders as requested during critical milestones. Stakeholder input will be documented and conveyed to the contractor as appropriate.
- e. Stakeholder input on technical issues related to “conditions of approval” that arise during construction will be solicited. Approval of any material change in the construction of improvements that varies significantly from the “conditions of approval” will be solicited from the appropriate stakeholder.
- f. OLWD approval of any changes that impact costs associated with improvements to be funded by OLWD will be solicited.
- g. Stakeholders will be invited to participate in job walks to develop punch lists and to identify final completion items.

13.07 Phase 1 Engineering Services During Construction

The Design Team consists of the Engineer of Record, Project Engineer, Staff Engineer, Geotechnical Engineer of Record, and Outfall Designer. The Design Team will provide the following services during the Project construction:

- a. **Project Management**
The Design Team will provide project management services during the construction period including development of technical documents, coordination/correspondence with City and stakeholder staff, and technical assistance. A representative from the Design Team will attend weekly construction progress meetings (a total of 40 meetings are assumed for budget purposes).
- b. **Respond to Requests for Information (RFIs)**
The CM Team will receive Contractor RFIs and provide to the Design Team any requiring clarification. The Design Team will review and provide clarifications/recommendations to the CM Team to forward to the Contractor. It is anticipated that Consultant will respond to 40 RFIs.

c. Shop Drawing Submittal Review

The CM Team will receive Contractor submittals and shop drawings and provide to the Design Team any submittals and shop drawings requiring review. The Design Team will review and provide recommendations to the CM Team on compliance with contract documents and specifications to forward to the contractor. It is anticipated that a total of 30 submittals (original submittals or resubmittals) will be reviewed by the Design Team.

d. Assist with Construction Change Orders

If unanticipated conditions are encountered in the field requiring revisions to the design or other revisions to the plans, a Construction Change Order may be required. The Design Team will assist the CM Team with technical information for the Project. Forty professional labor hours are budgeted to assist in preparation of construction change orders. In addition, a total of 20 hours is also budgeted for drafting revisions to plans and/or additional details.

e. Site Visits

The Design Team will conduct site visits during critical construction activities. Attendance at 20 site visits at critical construction milestones is anticipated.

f. Assistance by the Geotechnical Engineer of Record(ENGEO)

ENGEO will provide geotechnical assistance during construction as follows:

- 1) Nuclear density testing and observation (T&O) and controlled low strength material (CLSM) placement observation, sampling, and laboratory compression testing during 48-inch storm drain backfill.
- 2) Nuclear density T&O during WWTP site grading, embankment fill placement, and pond backfill.
- 3) Special inspections (SI) including reinforcement placement observation and compression test specimen collection and laboratory testing during construction of the reinforced concrete outfall structure.
- 4) Laboratory testing to support the T&O and SI services.
- 5) Engineering support, project administration and coordination, and consultation.
- 6) Preparation of a letter upon project completion summarizing the results of the geotechnical support services.

g. Prepare Record Drawings

Following completion of construction, the Contractor will provide red-lined “as built”. The Design Team, in collaboration with the CM Team, will prepare record drawings consistent with the red-lined drawings and submit the record drawings to the City.

13.08 Phase 1 Construction Management/Inspection Services

The CM Team consists of the Construction Manager/Resident Engineer, Assistant Resident Engineer, Inspector, and Office Engineer. The CM Team will provide services as detailed below. Labor hour budgets to provide these services, assuming no overtime requirements, are as follows:

Construction Manager/Resident Engineer	280 hrs
Assistant Resident Engineer	1060 hrs
Inspector	1720 hrs
Office Engineer	740 hrs

a. Contract Administration and Project Documentation

The CM Team will follow the standard Caltrans filing system for contract administration and document processing. The CM Team will use CMIS for project reports and documents to track project documentation, including contract status, pay applications, RFQs, CCOs, RFIs, submittals, inspector reports, photos, schedule information, correspondence, and labor compliance in paper and electronic form. The CM Team will utilize its own software licenses for CMIS. The office engineer will also monitor labor compliance and certified payroll generated by the Contractor. Labor compliance submitted by the Contractor will be checked against daily diaries submitted by the inspector in CMIS. The inspector will also perform employee interviews through the CMIS system for compliance with Federal guidelines.

b. Schedule Management and Progress Meetings

The CM Team will verify that a schedule is prepared by the Contractor and that they create a viable plan to complete the work. The CM Team will perform a detailed review of the Contractor's schedule to assess logic between activities and durations to determine whether they are realistic and to verify the milestone activities and critical path complies with the contract documents. The team will confirm that specified construction work, including sequencing of outfall construction work, schedule constraints, permit conditions, and testing are included for all contract work. The CM Team will review the weekly and/or monthly schedule updates for accuracy against project diaries and other documentation, and will confirm that weather days, change orders, and work re-sequencing have been included so that impacts to the critical path can be assessed. The CM Team will instruct the Contractor to prepare a recovery schedule when any critical path activity falls behind schedule.

The CM Team will hold weekly meetings to coordinate communications with the Contractor, City, Design Team, and other stakeholders, as needed. Staff will meet with the Contractor to discuss upcoming operations, contract requirements, and potential issues related to proposed construction activities. The CM Team will coordinate with the City Engineering Director, OLWD District Engineer, and RD-17 on potential claims, progress schedule or potential change orders.

c. Progress Payment Recommendations

The CM Team will prepare a monthly pay application tallying project expenditures on item work and change orders based on daily field observations. CMIS will be utilized for tracking and monitoring the actual construction costs on the project. Quantities will be documented on daily reports in CMIS with quantity back up sheets for progress payment. This system includes spreadsheets to track progress pay estimates, item over-runs and under-runs, and change orders. Any necessary withholdings, such as liquidated damages, labor compliance

issues, stop notices, rejected work, or noncompliance with contract requirements will be recommended to the City.

d. RFI and Material Submittals

The CM Team will maintain submittals for the project logging receipt and returns of the submittals by all parties. Prior to forwarding submittals ahead to the City, OLWD, or the Design Team, the CM Team will review each submittal or shop drawing for completeness. If a submittal is found to be incomplete, it will be returned with notes. RFIs will be tracked through CMIS and The CM Team will coordinate with the City, OLWD, and the Design Team for a response. If an RFI is submitted with lacking information, the CM Team will return to the Contractor for more information prior to City, OLWD, or the Design Team review.

e. Change Order Management

The CM Team will review the need for any change orders based on the design and make recommendations to the City and OLWD and help to develop creative solutions to maintain project progress. The CM Team will assess entitlement for contract change orders, analyze costs and schedule impacts. Approval or rejection of the final change with the Contractor will be recommended. All authorized changes will be tracked in daily diaries and monthly reports to monitor construction budget.

f. Construction Inspection Services and Construction Surveys

The CM Team's inspector will document project activities and note deficiencies or deviations from the contract documents in writing. Inspectors will be responsible for monitoring the work per plans and specifications; tracking progress through daily diaries and photographs; and noting contract change orders, field adjustments, discussions, deficiencies and safety observations. All diaries will be written and documented through CMIS for easy retrieval and review. The inspector will verify field layout and staking notes from the Contractor to confirm the work is completed per the contract documents. The inspector will also perform employee interviews as part of the state and Federal regulations. The CM Team will verify that the contractor's activities are in compliance with the permit requirements, including work restrictions in waterways and levee embankments. The CM Team will conduct environmental compliance monitoring including sampling, laboratory analysis, and reporting to regulatory agencies. The CM Team will check that required testing and commissioning required by the Contractor is properly scheduled and conducted in accordance with all testing requirements.

The labor budget for inspection assumes no overtime hours. Should the Contractor's work trigger the need for overtime inspection, the CM Team will request approval from the City in advance. For budgeting purposes, an allowance of 800 hrs for overtime inspection work is assumed.

g. Traffic Control Review and Monitoring

The CM Team will review the Contractor's traffic control plan for the project closures and detours. Staff will review the implementation of construction traffic control for pedestrian, bicycle and vehicular operations for compliance with the project plans, Caltrans standard plans and CA Manual on Uniform Traffic Control Devices (MUTCD) when needed for specific traffic control.

h. Storm Water Pollution Prevention Plan (SWPPP)

This project is likely a Risk Level 2 SWPPP. The CM Team will review the document prepared by the Contractor and monitor the field protection measures during construction and confirm that the Contractor is completing required reporting forms. Upon the City and OLWD request, the CM Team will provide independent reports as well. The CM Team will verify that the Contractor prepares, provides permitting, and implements the Storm Water Pollution Prevention Program (SWPPP); provides proper tools, equipment, materials, and labor necessary to implement, maintain, and repair the SWPPP and BMPs. This includes, but is not limited to, testing and/or reporting that may be necessary to maintain compliance. The CM Team will check that the Contractor has a required licensed QSD on staff or contracted with a licensed QSD who shall be named in the SWPPP and certifications provided prior to the start of construction. The CM Team will monitor and make sure the Contractor installs BMPs, maintains BMPs, performs inspections, removes BMPs, and prepares documentation applicable to the work and confirm, that a minimum, inspections will be done weekly and 24 hours prior to, during, and after each rain event, and every 24 hours during extended rain events. The Contractor shall be solely responsible for preparing and maintaining the SWPPP.

i. Materials Testing

The CM Team understands that all piping and partially complete or fully completed portions of the work included in the contract shall be tested and inspected for compliance with the contract requirements and shall be borne by the Contractor. The Geotechnical Engineer of record (ENGEO) will provide moisture content, compaction, and density tests during placement of materials to verify compliance. The CM Team will coordinate and validate soil, aggregate, structural concrete, HMA, and welding inspection for structural and miscellaneous metals and painting and special coatings results and proper frequencies with ENGEO. The Resident Engineer will review the test results and file accordingly.

j. Post-Construction Services (Close-Out/Claims)

The CM Team will work with the Contractor to verify the as-built drawings accurately reflect changes, develop a punch list of items to be completed to work towards completion, and prepare final payment, required by contract/code. The CM Team will prepare and submit a final submittal package of all field records to the City and OLWD. A project completion report with change orders, federal compliance, invoices, and other close-out paperwork in accordance with LAPM guidelines will be prepared. The CM Team will support the City and OLWD in the defense and resolution of claims related to the Project, if they arise, and assemble and analyze data as required for such defense.

k. Time Extensions

Construction change orders or approved delays may result in the contract extending beyond the anticipated 300 calendar days. Should extended inspection and construction oversight services be required, an adjustment in the labor hour allowance may be required. Hours beyond the 300 calendar day allowance will require approval from the City in advance. For budgeting purposes, an allowance for extended services is assumed as follows (additional 30 calendar days):

Construction Manager/Resident Engineer	20 hrs
Assistant Resident Engineer	80 hrs
Inspector	160 hrs
Office Engineer	80 hrs

13.09 Phase 1 Biological Construction Monitoring

The Environmental Team consists of the Permitting Manager, Permitting Coordinator, and Environmental Inspector. The Environmental Team will provide the following services for environmental monitoring during construction of the Phase 1 project. Services include preconstruction tasks, construction period tasks, and post-construction tasks.

a. Preconstruction

- 1) A tracking matrix will be created that includes all actionable measures, conditions, etc. from the regulatory permits (401, 404, 1602), Section 7 consultations, and the Mitigation Monitoring and Reporting Program.
- 2) Designated biologist resumes will be submitted to the relevant agencies at least 30 days prior to the start of construction.
- 3) Agencies will be notified at least seven days prior to the start of construction for each construction season.
- 4) Swainson Hawk Nesting Surveys. Three surveys will be conducted; the first survey between March 20 and April 5; the second survey between April 5 and April 20, and the third survey within 15 days before the start of construction. Brief memos will be prepared to document the methods and results of each survey and a summary of the survey effort will be prepared and submitted to CDFW and SJCOG.
- 5) Western Burrowing Owl Nesting Surveys. Two surveys will be conducted, one survey within 14 days prior to the start of construction and one survey within 24 hours prior to the start of construction.
- 6) Nesting Bird Survey. A general nesting bird survey will be conducted within 14 days prior to the start of construction.
- 7) Giant Garter Snake Preconstruction Survey. A clearance survey for giant garter snake will be conducted within 24 hours prior to the start of construction.
- 8) Habitat Mitigation and Monitoring Plan (HMMP). An HMMP will be prepared to guide the approach for compensate for the removal of the two trees and restoring 0.45 acre of temporarily disturbed habitat. The plan will describe the proposed mitigation site(s),

including ownership information, site preparation activities, planting palettes, installation maintenance and monitoring, long-term monitoring, success criteria, and remedial measures.

- 9) Worker Environmental Awareness Training (WEAT). A WEAT presentation will be prepared and training provided to construction personnel to educate workers on the sensitive biological resources potentially occurring within the project area. During the environmental awareness training, construction personnel will be briefed on the need to avoid impacts to resources and the possible penalties for not complying with the requirements. The WEAT will be prepared in PowerPoint format. Laminated special-status species identification cards will be prepared to be distributed to construction personnel. This task includes two on-site WEAT presentations.

b. Construction

- 1) The Environmental Team will monitor construction activities and notify the CM Team, City, and Contractor of any non-compliance. Monitoring will be most frequent at the start of construction and in-water work to coordinate compliance with permit and other environmental requirements. Once construction is underway, the monitoring frequency will decrease to a check-in and as-needed approach. Following each monitoring visit, a brief monitoring memorandum will be prepared to document activities. This task includes 10 monitoring visits.
- 2) RWQCB will be notified within two days prior to the start of in-water work.
- 3) USACE and RWQCB will be notified within ten days after work within regulated waters is complete.

c. Post-construction

- 1) Project completion letters will be prepared and submitted to USACE, RWQCB, and CDFW within 15 days of project completion.

FEE ESTIMATE

The estimated fee to provide the above services is summarized as follows:

TASK 13 – SPECIAL ENGINEERING SERVICES

13.06 Communications and Reporting	\$26,000
13.07 Phase 1 Engineering Services During Construction	220,085
13.08 Phase 1 Construction Management/Inspection Services	
City Project	\$924,561
Additive Bids (OLWD Funding)	\$118,419
13.09 Phase 1 Biological Construction Monitoring	\$62,404