

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of November, 2023, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **Carollo Engineers, Inc.**, a Delaware corporation ("Consultant").

RECITALS

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

AGREEMENT

1. Scope of Services. Consultant shall perform the Design & Engineering services described in the attached **Attachment 1 (Tasks 1 through 4 only)** that is incorporated by this reference, and pursuant to the Cost and Schedule attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Design & Engineering services is sometimes referred to herein as "the Project."

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

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 2. All work shall be completed no later than **December 31, 2025**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed **NINE HUNDRED SIXTY SIX THOUSAND NINE HUNDRED EIGHTY THREE DOLLARS (\$966,983)**. Payment by City under this

Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

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

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

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

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

8. Ownership of Documents; Confidentiality.

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

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

rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

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

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

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

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

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

11. Interest of Consultant.

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

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

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

12. Professional Ability of Consultant.

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

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

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

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

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

Notwithstanding the foregoing, in the event the subject action alleges negligence on the part of Consultant, City, and/or any third party not under contract with Consultant, Consultant's obligations regarding City's defense under this section include only the reimbursement of City's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.

Consultant shall not be responsible for warranties, except the warranty delineated in Section 12, A. hereunder, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 3. Other insurance provisions can be found below:

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

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

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

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

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

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: Kyzen Nicolas, Assistant Engineer
 Email: knicolas@manteca.gov

If to Consultant: Carollo Engineers, Inc.
 2795 Mitchell Drive
 Walnut Creek, CA 94598
 Attention: Ryan Sellman, Vice President/Principal-in-Charge
 Email: rsellman@carollo.com

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

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

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

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

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

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

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

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

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

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

28. Prohibited Interests.

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

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

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

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

This Space Purposely Left Blank

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

CITY OF MANTECA:



Toni Lundgren
City Manager

CONSULTANT:

CAROLLO ENGINEERS, INC.
a Delaware Corporation

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

ATTEST:



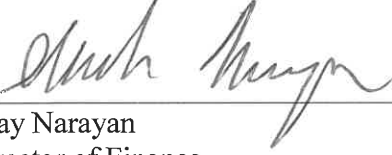
Cassandra Candini-Tilton,
Director of Legislative Services

By: 

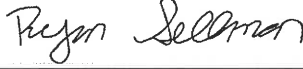
(Signature)

Anne E. Prudhel, Senior Vice President
(Type name and title)

COUNTERSIGNED:




Shay Narayan
Director of Finance

By: 

(Signature)

Ryan Sellman, Vice President
(Type name and title)

COUNTERSIGNED:



Dawn Cortesi,
Acting Director of Human Resources

Address: 2795 Mitchell Drive

Walnut Creek, CA 94598

Telephone: 209-518-6855

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: 

Daniella Green, Assistant City Attorney

ATTACHMENT 1
SCOPE OF SERVICES

Scope of Services

The following scope of services and associated labor hours and fee estimates should be considered preliminary as you may wish to add, remove, or refine tasks listed in the scope. We look forward to working with you to refine the scope and fee estimate where appropriate to meet your project needs and budget expectations.

Task 1 – Project Management

1.1 Project Management

Consultant shall perform project management necessary to plan, execute, monitor, and report the project's progress to the City for Tasks 1.0 through 4.0 over an estimated 14-month design and bid period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period.

Consultant Deliverables for Task 1:

- Progress letter report with each invoice.

Task 2 – Preliminary Design

2.1 Preliminary Design of WAS Thickening Improvements

Consultant shall perform the following preliminary design tasks for the WAS thickening improvements.

- Estimate current and future WAS flows and loads using information from previous studies provided by the City and three years of operating data.
- Perform a mass balance for determining primary sludge flows and loads from previous studies provided by the City three years of operating data.
- Evaluate up to three thickening alternatives to handle these projected WAS flows and loads including adding a third DAFT, rehabilitating and optimizing the existing DAFT tanks, and a new RDT facility. Evaluation will include developing preliminary design criteria, schematic layouts, Class 5 construction cost estimates, 20-year lifecycle cost estimates, and a non-economic comparison of the alternatives.
- Evaluate thickening primary sludge with the recommended alternative technology.
- Conduct a meeting to discuss the WAS flows and loads and alternatives to be evaluated.
- Prepare a preliminary drawing showing a general plan and major section of the recommended alternative.
- Prepare a Class 4 construction cost estimate of the recommended alternative, as described by the Association for the Advancement of Cost Engineering (AACE) International in the "Recommended Practice 18R-97 Cost Estimate Classification System for the Process Industries".

2.2 Preliminary Design of Dewatering Improvements

Consultant shall perform the following preliminary design tasks for the dewatering improvements.

- Estimate current and future digested biosolids flows and loads using information from previous studies provided by the City and three years of operating data.

- Evaluate up to two dewatering alternatives to handle these projected digested biosolids flows and loads including adding a third centrifuge and installing a screw press in the existing building. Evaluation will include developing preliminary design criteria, schematic layouts, Class 5 construction cost estimates, 20-year lifecycle cost estimates, and a non-economic comparison of the alternatives.
- Conduct a meeting to discuss the digested flows and loads and alternatives to be evaluated.
- Prepare a preliminary drawing showing a general plan and major section of the recommended alternative.
- Prepare a Class 4 construction cost estimate of the recommended alternative, as described by the Association for the Advancement of Cost Engineering (AACE) International in the “Recommended Practice 18R-97 Cost Estimate Classification System for the Process Industries”.

2.3 Preliminary Design Report

Consultant shall prepare a Preliminary Design Report (PDR) to summarize the applicable analysis and key findings of Tasks 2.1 and 2.2. The PDR will be initially submitted in draft format for the City’s review. The Final PDR will incorporate applicable review comments provided by the City. Consultant shall conduct a meeting after issuing the draft PDR to review the content and facilitate staff review.

2.4 Existing Centrifuge Optimization (Optional)

This task will be refined after meeting with City staff and discussing options available and extent of effort for optimizing the existing centrifuges. For budgeting purposes, an allowance of \$42,200 has been included for this task.

Consultant Deliverables for Task 2:

- Draft and Final Preliminary Design Report in PDF format.

Task 3 – Final Design

Task 3.1 – Final Design

Consultant will prepare biddable construction documents (drawings and specifications) for the preliminary project elements listed below and as refined in Task 2. The final project scope elements will be refined through field observations, discussions with City and plant staff, and the Preliminary Design Report findings and feedback.

- WAS Thickening Improvements:
 - New Dissolved Air Flotation Thickener No. 3 including new steel tank and associated mechanical equipment (skimmer, bottom collector, recycle pump, pressure retention tank), piping, and valves.
 - New polymer feed system including polymer blend unit, injection pump, piping, and injection ring for DAFT No. 3.
 - New thickened waste activated sludge (TWAS) pump for DAFT No. 3.
 - New yard piping for extending the waste activated sludge (WAS) piping to DAFT No. 3 and connecting the new TWAS piping to the existing TWAS yard piping.
 - Modify affected electrical and instrumentation items as required to accommodate the project elements described above. This includes basic electrical and instrumentation work and assumes that the motorized equipment above will utilize existing

spares/spaces in MCCF. It is assumed that MCCF and upstream electrical distribution equipment has capacity for the increased power demand of the new loads and MCCF has sufficient physical space for all new starters and breakers. It is assumed that the existing PLC has capacity for additional IO or new IO cards necessary for additional IO.

- Dewatering Improvements:
 - New Centrifuge No. 3 in the existing Dewatering Building including associated sludge piping and valves. It is assumed that the existing platform was designed to accommodate this third centrifuge and no new structural design will be needed for it.
 - New sludge feed pump for Centrifuge No. 3.
 - New polymer feed system including polymer blend unit, injection pump, piping, and injection ring for Centrifuge No. 3.
 - Modify affected electrical and instrumentation items as required to accommodate the project elements described above. This includes basic electrical and instrumentation work and assumes that the motorized equipment above will utilize existing spares/spaces in MCC-15-01. It is assumed that MCC-15-01 and upstream electrical distribution equipment has capacity for the increased power demand of the new loads and MCC-15-01 has sufficient physical space for all new starters and breakers. It is assumed that the existing PLC has capacity for additional IO or new IO cards necessary for additional IO.

Construction documents will be prepared in compliance with current codes adopted by the City and applicable local governing agencies at the commencement of this project.

Drawings will be prepared on a computer-aided design drafting (CADD) system using Consultant's CADD drafting standards. Construction drawings will include general, demolition, civil, structural, mechanical, electrical, and instrumentation disciplines. Drawing backgrounds for demolition and new improvements will be based on Consultant's site survey and available record drawings of these areas to be provided by the City.

Specifications will be prepared using the City's front-end contract documents and Consultant's technical specifications. Front-end contract documents to be provided by the City will include general bidding requirements, general conditions, and special conditions. Technical specifications to be provided by Consultant will be prepared using Consultant's standard Construction Specification Institute (CSI) format for Divisions 2 through 17. In addition, Consultant will provide supplemental Division 1 specifications as required.

During final design, Consultant will prepare and submit two progress submittals to the City for review and comment. The first submittal will be the 50 percent design submittal, which will include the following preliminary information: process flow diagrams, process and instrumentation diagrams, selected site plans, major process equipment layouts and sections, major process piping, electrical one-line diagrams, major mechanical equipment specifications, and control descriptions for major equipment. In addition, the Consultant will prepare a preliminary list of overall required specification sections for the City's review and approval. Consultant will also provide a response to all City comments made during this phase of revision and will provide the City with any potential construction cost increase estimates and gain City approval of additional costs prior to performing design modifications on that comment.

The second submittal will be the 90 percent design submittal, which will be a completed set of contract documents that will also be submitted concurrently to Consultant's in-house technical checking team for review. The 90 percent design submittal will have incorporated applicable review comments from the 50 percent design review and other comments received from the City between 50 and 90 percent design.

Applicable review comments from the City and Consultant's in-house technical checking team at the 90 percent design stage will be incorporated into the 100 percent design submittal (bid documents), which will be stamped and signed by professional engineers registered in the State of California. Changes following the 100 percent design submittal will be made by addenda to the bid documents.

Consultant shall attend one submittal workshop for each of the 50 and 90 percent design submittals.

Consultant will prepare construction cost estimates at the 50, 90, and 100 percent design submittal stages. Construction cost estimates will be prepared based on quantity takeoffs, estimating guides, equipment manufacturers' quotes, and construction cost estimates of similar facilities. Contingencies for general estimating, general conditions, contractor overhead and profit, escalation to midpoint of construction, and annual cost escalation will be included in the construction cost estimates.

Consultant will prepare preliminary construction schedules at the 90 and 100 percent design submittal stages to estimate approximate construction duration of the project. The construction schedules will include construction durations, milestones, long lead time materials, work sequences developed by Consultant and plant staff, and critical path activities that will be developed based on information presented in referenced design submittals.

Task 3.2 – Geotechnical Investigation

Consultant will retain a professional geotechnical engineer registered in the State of California to perform a geotechnical investigation of the project site and provide geotechnical recommendations for construction of below grade facilities. Geological hazard study due to liquefaction susceptibility, drilling of 3 borings between 25 and 50 feet below existing grade in all areas where underground structure or pipeline excavation will be performed. Field and laboratory testing and soils testing will also be performed and results summarized in a geotechnical report. Geotechnical work is limited to the area located to the north of the existing DAFT units.

Task 3.3 – Site Survey Investigation

Consultant will retain a professional surveying firm to perform site survey investigations to prepare a topographic map of the thickening improvements project site to serve as a base map for design. The site area to be surveyed is around the existing DAFT facilities.

Consultant Deliverables for Task 3:

- Meeting agendas, presentation materials, and minutes in PDF format.
- 50 and 90 percent design submittals in PDF format.
- One hard copy and one electronic copy in PDF format of the reproducible set of final bid documents (specifications and full-size drawings) stamped and signed by the professional engineers registered in the State of California.
- AutoCAD files of the bid drawings (unstamped and unsigned).
- 50, 90, and 100 percent design construction cost estimates in PDF format.

- 90 and 100 percent design preliminary construction schedules in PDF format.
- Topographic survey data and mapping in AutoCAD format.
- Geotechnical report in PDF format.

Task 4 - Bid Period Services

4.1 Bid Period Services

Contractor shall attend the pre-bid meeting and site walk to be scheduled by the City. Consultant shall assist the City in answering technical questions from prospective bidders and prepare up to one addendum during the one-month bid period. The City will print and distribute any addenda produced during the bid period.

Consultant Deliverables for Task 4:

- Responses to bidder questions via email or in PDF format.
- Addenda in PDF format.

Task 5 – Engineering Service During Construction

5.1 Project Management

Consultant will perform project management necessary to plan, execute, monitor, and report the project's progress to the City for this Task over an estimated 18-month construction period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period.

5.2 Construction Meeting

Consultant will attend the following construction meetings based on the following assumptions:

- Pre-Construction Meeting – Three Consultant team members will attend the pre-construction meeting.
- Weekly Construction Meetings – Two Consultant team members will attend a total of 78 weekly construction meetings via virtual telephone conference meetings. One Consultant team member will attend a weekly construction meeting in-person once per month.
- Substantial Completion Meeting – Consultant will attend a substantial completion meeting near the end of the construction period to observe and check status of construction activities. Consultant will prepare and submit a preliminary punch-list of corrective items to the City for review and forwarding to the Contractor to complete before final completion.

It is anticipated that all construction meetings will be 1-hour in duration (exclusive of travel time for in-person meetings). The City will coordinate and conduct all meetings and prepare meeting minutes for distribution to the Consultant and Contractor.

5.3 Request for Information

Consultant will receive, log, review, and respond to requests for information (RFIs) from the Contractor forwarded by the City. In responding to the RFIs, Consultant will issue interpretations and clarifications to the contract documents. For budgeting purposes, Consultant will respond to 50 RFIs assuming an average processing and review time of 4 hours per RFI. Note, the budget estimated for this task may be higher or lower depending on the final number of RFIs reviewed and the complexity of each RFI submitted by the Contractor.

5.4 Submittals

Consultant will receive, log, review, and respond to submittals from the Contractor forwarded by the City. Submittals will be reviewed in accordance with the contract documents and include two types of submittals.

- General submittals – These are submittals that generally include routine elements such as subgrade materials, epoxies, grout, sealants, valves, piping, etc. that require a single lead reviewer and shorter duration to complete. For budgeting purposes, Consultant will respond to 80 general submittals/resubmittals assuming an average processing and review time of 6 hours per submittal/resubmittal.
- Major submittals – These are submittals that generally include more complicated elements such as pumps, mechanical equipment, MCCs, VFDs, concrete mix design, shutdown plan, and commissioning plan, etc. that require multiple reviewers and longer duration to complete. For budgeting purposes, Consultant will respond to 8 major submittals/resubmittals assuming an average processing and review time of 40 hours per submittal/resubmittal.

Note, the budget estimated for this task may be higher or lower depending on the final number of submittals/resubmittals reviewed and the completeness of each submittal/resubmittal submitted by the Contractor.

5.5 Site Observations

Consultant's discipline engineers (civil, structural, mechanical, electrical, and instrumentation) will attend 10 site observations in person on an as-requested basis to observe field construction issues and discuss technical elements. For budgeting purposes, Consultant assumes an average time of 4 hours are required to perform each site observation.

5.6 Design Clarifications

Consultant will prepare 5 design clarifications to clarify and/or change the intent of the contract documents at the request of the City. In preparing each design clarification, Consultant will issue revised specifications, revised drawings, and/or new sketches as needed to clarify and/or change the intent of the contract documents for the City's review and transmittal to the Contractor. For budgeting purposes, Consultant assumes an average time of 10 hours are required to prepare each design clarification.

5.7 Change Order Requests

Consultant will assist the City in reviewing a total of 5 change order requests submitted by the Contractor. Consultant's review will be limited to the technical merits of the change order requests and providing input on applicable unit and material prices of selected items. Consultant will be responsible for preparing a total of 5 independent cost estimates of change order requests for verification and provide this information to the City to negotiate the cost of each change order request with the Contractor. For budgeting purposes, Consultant assumes an average time of 4 hours are required to review each change order request and an average time of 4 hours are required to prepare each independent cost estimate.

5.8 Geotechnical Engineering Support Services

Consultant's geotechnical engineer will provide geotechnical support services for project components that are anticipated to require geotechnical involvement. For budgeting purposes, an allowance of \$10,000 has been included.

5.9 Record Drawings

Consultant will prepare record drawings using Consultant's standard format to include changes made during the construction period after contract closeout. It is assumed that the Contractor will maintain a current set of marked-up drawings detailing field changes and clarifications. Consultant will not be responsible for field measuring as-built conditions and will rely solely on the information provided by the Contractor as the basis for preparing the record drawings. Record drawings will be prepared using Consultant's standard format and will be provided to the City in both AutoCAD and PDF formats. For budgeting purposes, an allowance of \$31,263 has been assumed for this task.

Consultant Deliverables for Task 5:

- Progress letter reports with each invoice.
- Attendance/teleconference and input at the construction meetings.
- Preliminary punch-list.
- RFI responses.
- Submittal review comments.
- Design clarifications.
- Change order requests review comments.
- Electronic copy of the record drawings in PDF format.
- Electronic copy of the record drawings in AutoCAD format.

Budget and Schedule:

Table 1 presents the labor and budget estimates for this project. Consultant shall complete the project based on the following schedule:

- Task 2 – 2 months from completion of Task 1.
- Task 3 – 11 months from completion of Task 2.
- Task 4 – As-needed during the one-month bid period.

Assumptions:

The following assumptions were used in developing the Scope of Services:

- Consultant shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.
- City staff will provide Consultant access to the project site to perform field assessments of the facilities.
- City will be responsible for acquiring all permits and CEQA approval when necessary for construction of this project. This includes paying for all permit application fees.
- Underground utility survey of the project area is not included in this scope.

- Hazardous material survey of the project elements to be demolished is not included in this scope.
- City will be responsible for managing the bidding phase of the project, including advertisement, distribution of bid documents and addenda to potential bidders, and conducting the pre-bid meeting.
- City will require a maximum of fourteen calendar days to review the 50% and 90% design submittals and provide one collated set of review comments for each deliverable submittal to the Consultant.
- Construction management and inspection services for this project are not included in this Scope of Services. This service can be provided by the Consultant under a separate Agreement.
- Programming of existing PLC and SCADA system will be performed either by a sole-sourced Programmer (to be specified for use by the Bidder) or by Others outside of the Bidder's Contract. No PLC or SCADA programming specifications are included in this proposal.
- Logic diagrams are not included as part of this proposal.
- It is assumed that no upgrade to the existing Modicon Quantum PLC equipment is included as part of this Project Scope and that any requirements for additional I/O points and/or communication ports will be accomplished via existing, spare I/O points and/or communication ports.

ATTACHMENT 2

COST & SCHEDULE OF ACTIVITIES

ATTACHMENT 3

INSURANCE

ATTACHMENT 6

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Waiver of subrogation applies to general liability, auto liability, and workers compensation/employer's liability where allowed by state law and as required by written contract. General Liability and Auto Liability include severability of interests. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium. The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

POLICY NUMBER: CUP-1S956429

ISSUE DATE: 7/4/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation: Number of Days Notice of Cancellation: 30

Person or organization:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE. THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

Address:

PROVISIONS

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

Attachment Code: D586786 Certificate ID: 19955502

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Attachment Code: D586787 Certificate ID: 19955502

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

**COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER

BAP 9730571

COMMERCIAL AUTO

CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Zurich American Insurance Company

Endorsement Effective Date: 7/4/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: BAP 9730571

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2023
Exp. Date of Pol. 7/4/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-A CW (12/01)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13

POLICY NUMBER: GLO 9730569

**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

RESOLUTION R2023-138

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANTECA, STATE OF CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE WQCF SLUDGE THICKENER (CIP 24007) AND DEWATERING UNIT NO. 3 SYSTEM DESIGN PROJECT (CIP 24006) IN AN AMOUNT NOT-TO-EXCEED \$966,983, INCLUDE PROJECT CONTINGENCY OF 5% (\$48,300) FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$1,015,283; CLOSE WQCF- AMMONIA SIDESTREAM TREATMENT PROJECT (CIP 24005), TRANSFER APPROPRIATION AMOUNT OF \$800,000 FROM CIP 24005 EQUALLY DISTRIBUTED BETWEEN CIP 24006 AND CIP 24007 UPON CLOSING PROJECT 24005; AMENDING CIP 24006 TO INCLUDE AN ADDITIONAL APPROPRIATION OF \$400,000 FOR A PROJECT TOTAL OF \$800,000; AMENDING CIP 24007 TO INCLUDE AN ADDITIONAL APPROPRIATION OF \$400,000 FOR A PROJECT TOTAL OF \$600,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT, APPROVE PROJECT CONTINGENCIES UP TO THE TOTAL PROJECT COST, APPLY FOR PERMITS, APPLY FOR STATE AND FEDERAL GRANTS, SOLICIT PROJECT FUNDING SUPPORT, COMPLETE AND EXECUTE ALL ASSOCIATED DOCUMENTS, AND TAKE ALL APPROPRIATE ACTIONS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THE RESOLUTION

WHEREAS, on March 18, 2022, the City of Manteca (City) completed the Wastewater Quality Control Facility (WQCF) 2021 Capacity Assessment and have recommended the installation of additional sludge thickening and dewatering systems at the WQCF; and

WHEREAS, on August 24, 2023, the City advertised a Request for Proposals (RFP) for the Design & Engineering Services for the WQCF Sludge Thickener and Dewatering Unit No. 3 System Design Project CIP 24006 & 24007 (Project). The Project scope includes:

- Evaluation and Design of a sludge thickener system improvement
- Evaluation and Design of a sludge dewatering system improvement
- Preparation of biddable Project Plans, Specifications, and Estimates; and

WHEREAS, responses to all received questions were published on the City's website on September 11, 2023; and

WHEREAS, the RFP closed on September 14, 2023; and

WHEREAS, the City established an evaluation committee consisting of City staff to evaluate and rank all the received proposals based on the advertised criteria; and

WHEREAS, based on qualifications and scope of works, the evaluation committee concluded that Carollo Engineers, Inc. is the most responsible, responsive, and qualified firm; and best meets the specific goals of the Project; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manteca, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.
2. The City Council hereby approves a Professional Services Agreement with Carollo Engineers, Inc. for the preparation of plans and specifications for the WQCF Sludge Thickener and Dewatering Unit No. 3 System Design Project CIP 24006 & 24007 in an amount not-to-exceed \$966,983.
3. The City Council hereby approves a Project contingency of 5% (\$48,300) for a total contract not-to-exceed amount of \$1,015,283.
4. The City Council hereby authorizes the appropriation transfer of \$400,000 from CIP 24005 to CIP 24006; amending CIP 24006 to include the appropriation for a project total of \$800,000.
5. The City Council hereby authorizes the appropriation transfer of \$400,000 from CIP 24005 to CIP 24007; amending CIP 24007 to include the appropriation for a project total of \$600,000.
6. The City Council hereby authorizes the close of CIP 24005 WQCF Ammonia Sidestream Treatment.
7. The City Council hereby authorizes the City Manager or designee to execute the agreement, approve project contingencies up to the total Project cost, apply for permits, apply for State and Federal grants, solicit project funding support, complete and execute all associated documents,

and take all appropriate actions necessary to carry out the purpose and intent of the resolution.

8. This Resolution shall take effect immediately upon its adoption.


I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Manteca at a public meeting of said City Council held on the 17th day of October, 2023, by the following vote:

AYES: Breitenbucher, Halford, Morowit, Nuño, Singh

NOES: None

ABSENT: None

ABSTAIN: None

MAYOR: 
GARY SINGH
Mayor

ATTEST: 
CASSANDRA CANDINI-TILTON
City Clerk