

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

CAROLLO ENGINEERS, INC.

Consultant

2880 GATEWAY OAKS DRIVE SUITE 300	SACRAMENTO	CA	95833
MAILING ADDRESS	CITY	STATE	ZIP

a California corporation.

N/A

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

WITNESSETH:

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

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

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

AGREEMENT

1. SCOPE OF SERVICES:

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

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the case 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 December 31, 2025, unless otherwise extended in writing by the mutual agreement of both parties.

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

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed ONE HUNDRED FIFTY NINE THOUSAND FORTY SIX DOLLARS AND ZERO CENTS (\$159,046.00) without City's prior written approval.

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

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

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

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the

Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN AGREEMENT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

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

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less

than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

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

1. Commercial General Liability Insurance.

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

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

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

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

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

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

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing

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the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

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

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

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

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

City:

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

Consultant:

Keith Corcoran
Project Manager/Vice President
Carollo Engineers, Inc.
2880 Gateway Oaks Dr Ste 300
Sacramento CA 95833
916-576-4712
kcorcoran@carollo.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.

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

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

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

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Agreement for Services

TO EFFECTUATE THIS 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:

CAROLLO ENGINEERS, INC.

Toni Lundgren
City Manager

(Type name of Consultant/form of organization)*

ATTEST:

By:

Keith Corcoran
(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

Keith Corcoran, Vice President
(Type name and title)

COUNTERSIGNED:

By:

Anne E. Prudhel
(Signature)

Shay Narayan
Director of Finance

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

COUNTERSIGNED:

Address: 2880 Gateway Oaks Dr Ste 300

Stephanie Van Steyn,
Director of Human Resources

Sacramento, CA 95833

Telephone: 916-576-4712

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: _____
Daniella Green, Assistant City Attorney

EXHIBIT A

Consultant Proposal/Scope of Work

SCOPE OF SERVICE

Task 1 - Project Management

Consultant will furnish a Project Manager to coordinate all Consultant operations with the City, including but not limited to, tracking progress of the work and administering subcontracts. The Consultant Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work. The Consultant's Project Manager shall prepare and submit monthly project progress reports to the City Project Manager.

Task 2 - Construction Management Services During Construction

Consultant to provide project observation / inspection during construction. Inspection services shall be in accordance with the latest City Standards, Project Specifications, Caltrans standards, and American Water Works Association (AWWA) standards.

- Maintain close contact with City on all correspondence.
- Provide day-to-day on-the-job observation/inspection of all construction work on the project. Consultant inspectors shall make reasonable efforts to guard the City against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs and bind and label them; review contractor record drawing markups; punch lists; coordinate with the City for final inspection; and assist with all other matters relating to construction of the project.
- Attend construction weekly progress meetings online using Microsoft Teams, Zoom or equivalent.
- Act as Resident Engineer in the field and comply with all Caltrans requirements, including daily field reporting and weekly statements of working days.
- Review quantities submitted with monthly progress payment requests, analyze differences over amount.
- Review and inspect certificates of compliance with each project delivery for furnished construction materials to be incorporated into the work. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance per the project specifications.
- Review and inspect job site appearance per the project specifications.
- Oversee the implementation of the SWPPP/WPCP, including oversight of the monitoring/sampling, weather and event tracking requirements, visual monitoring, inspections, and checklists.
- If applicable, monitor the time specified to fully open shoulder and/or lane closure to determine compliance with the Project contract documents.
- Monitor the safety programs developed by the Contractor and as required by OSHA/Cal-OSHA.

Task 3 - Quality Assurance and Materials Testing Services

Coordinate testing with City's materials testing consultant.

Task 4 - Post Construction Services

Project closeout, punch list items completion, dispute resolution, contract change orders and process final payment.

- Review, prepare and scan closeout documents (e.g., maintenance, operational, warranty, etc.) as required in the construction documents, and as submitted by the Contractor at the completion of the work.
- At the conclusion of the project, the Consultant shall provide the City with a digital copy of all the project records. The digital records shall be in the approved file format/s, file naming convention and directory structure.
- Claim Resolution/Detail Schedule Analysis (BY OTHERS) Review punch lists items of remaining work.
- Coordinate with the City for final inspection.
- Record Drawings: Maintain a marked up drawing of field modifications.

Project Assumptions

- Construction Management to be performed by others.
- Electrical inspection to be performed by others.
- Carollo to provide general inspection only.
- Concrete and soil testing to be performed by others.
- Claim Resolution/Detail Schedule Analysis by others.
- Scope and fee are based on the contract durations of 11/20/2024 through 4/30/2025.
- Carollo's fee assumes a full-time inspector from 11/20/2024 to 1/31/2025. From 2/1/2025 to 4/30/2025, the inspector will split time 50/50 between WQCF Capacity Improvements Project to reduce costs. If the City would prefer an alternative staffing effort, this can be discussed and modified by contract amendment.
- **Estimates and Projections.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
- **Construction Contractor Means, Methods and Safety.** Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the construction documents.
- **Third Parties.** The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely

on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

- **Construction Trailers** Construction trailers or office space will be provided by others for the construction manager and inspectors.
- 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, 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.

EXHIBIT B

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

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

CONSULTANTS

By: 
Executive Vice President


Vice President

EXHIBIT C
Fee Schedule



City of Manteca WQCF N/S WAS & S RAS Pump Replacement Project

Construction Inspection Services

	Task	Principle-in-Charge	Project Manager	Inspector	Total Hours	Total Labor Costs	Technology Charges (PECE)	Total Costs
1	Project Management	1	20	0	21	\$6,315	\$315	\$6,630
1.1	Project Management	1	20	0	21	\$6,315	\$315	
2	Construction Management Services During Construction	0	28	599	627	\$125,804	\$9,405	\$135,209
2.1	Monthly Project Reporting	0	12	0	12	\$3,600	\$180	
2.2	Scheduling(BY OTHERS)	0	0	0	0	\$0	\$0	
2.3	Progress Meetings	0	12	15	27	\$6,540	\$405	
2.4	Special Meetings	0	4	0	4	\$1,200	\$60	
2.5	Project File Database(BY OTHERS)	0	0	0	0	\$0	\$0	
2.6	As-Built Record Keeping	0	0	6	6	\$1,176	\$90	
2.7	Process Shop Drawings and Other Submittals (BY OTHERS)	0	0	0	0	\$0	\$0	
2.8	Construction Observation	0	0	550	550	\$107,800	\$8,250	
2.9	Progress Pay Estimate(BY OTHERS)	0	0	0	0	\$0	\$0	
2.10	Verify Compliance with Stormwater Pollution Requirements	0	0	12	12	\$2,352	\$180	
2.11	Coordinate and Respond to Requests for Information (RFI) (BY OTHERS)	0	0	0	0	\$0	\$0	
2.12	Manage Change Orders (BY OTHERS)	0	0	0	0	\$0	\$0	
2.13	SWPPP	0	0	12	12	\$2,352	\$180	
2.14	Safety Program	0	0	4	4	\$784	\$60	
3	Quality Assurance and Materials Testing Services	0	0	8	8	\$1,568	\$120	\$1,688
3.1	Certified Material Testing	0	0	8	8	\$1,568	\$120	
4	Post Construction Services	0	20	16	36	\$9,136	\$540	\$9,676
4.1	Project Closeout Documents	0	4	4	8	\$1,984	\$120	
4.2	Transfer Digital Records	0	2	0	2	\$600	\$30	
4.3	Post Construction Review & Lessons Learned	0	4	0	4	\$1,200	\$60	
4.4	Claim Resolution/Detail Schedule Analysis (BY OTHERS)	0	0	0	0	\$0	\$0	
4.5	Punch List	0	2	4	6	\$1,384	\$90	
4.6	Final Inspection	0	8	8	16	\$3,968	\$240	
4.7	Record Drawings (BY OTHERS)	0	0	0	0	\$0	\$0	
	TOTAL HOURS	1	68	623	692			
	HOURLY RATES	\$315	\$300	\$196			\$15	
	TOTAL LABOR & PECE COST							\$153,203

ODC Expenses (estimated)

Trucks (\$800/month)	\$1,600
Hotel (\$140/night)	\$2,240
Meals while traveling	\$1,500
Mileage (\$0.67/mile)	\$503
Expenses Total	\$5,843

Total Construction Phase Fee \$159,046

Proposed Project Schedule

TASK DESCRIPTION	2024		2025				
	NOV	DEC	JAN	FEB	MAR	APR	MAY
NTP 11/20/2024	◆ 11/20						
Task 1.0 Project Management							
Task 2.0 – Construction Management Services During Construction							
2.1 Monthly Project Reporting							
2.2 Scheduling							
2.3 Progress Meetings							
2.4 Special Meetings							
2.5 Project File Database							
2.6 As-Built Record Keeping							
2.7 Process Shop Drawings and Other Submittals							
2.8 Construction Observation							
2.9 Progress Pay Estimate							
2.10 Verify Compliance with Stormwater Pollution Requirements							
2.11 Coordinate and Respond to Requests for Information (RFI)							
2.12 Manage Change Orders							
2.13 SWPPP							
2.14 Safety Program							
Task 3 – Quality Assurance and Materials Testing Services							
3.1 Certified Material Testing							
Task 4 – Post Construction Services							
4.1 Project Closeout Documents							
4.2 Transfer Digital Records							
4.3 Post Construction Review & Lessons Learned							
4.4 Claim Resolution/Detail Schedule Analysis (OPTIONAL)							
4.5 Punch List							
4.6 Final Inspection							
4.7 Record Drawings							
Project closed 4/30/2025						4/30 ◆	

LEGEND
 ◆ Milestone
 Summary
 Task