

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 Delaware 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 construction management and inspection services for the WQCF Sludge Thickener & Dewatering Unit No. 3 Project CIP 24006 & 24007.

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

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

AGREEMENT

1. SCOPE OF SERVICES:

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

the case of conflict between Consultant's proposal or Consultant's attachments and the City's AGREEMENT 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, 2028, unless otherwise extended in writing by the mutual agreement of both parties.

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

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 NINE HUNDRED ELEVEN THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS AND THIRTY CENTS (\$911,548.30) without City's prior written approval. An additional SIX HUNDRED EIGHTY SIX THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$686,480.00) may be authorized at a later date with City written authorization.

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

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

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

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

8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and 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. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

City:

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

Consultant:

Ryan Sellman, PE
Vice President
Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
916-565-4888
rsellman@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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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: 
(Signature)

Keith Corcoran, Vice President

(Type name and title)

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

By: 
(Signature)

Anne Prudhel, Executive Vice President

(Type name and title)

Matt Boring
Director of Finance

COUNTERSIGNED:

Address: 2520 Venture Oaks, Suite 400
Sacramento, CA 95833

Stephanie Van Steyn,
Director of Human Resources

Telephone: (916) 565-4888

APPROVED AS TO FORM:

Andy Pinasco, Interim City Attorney

By: _____
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A

Consultant Proposal/Scope of Work

C. Work Plan

Carollo understands the project tasks. Our work plan and approach have been developed to manage project risks and deliver your project on schedule.

CONSTRUCTION MANAGEMENT APPROACH



Project Coordination

The initial step in the process involves internal coordination to update the construction management (CM) team. This coordination will commence immediately upon project award. Given that Carollo handled the design, the collaboration between the CM and design staff is streamlined and effective. The teams work in unison, facilitating a seamless transition from design to construction. Sharing a common language and understanding of Carollo's details and specifications enhances communication with the contractor. This is particularly important for this project as ESDC and Construction have started prior to the CM's involvement. During these early coordination meetings, risks will be discussed or noted to the team so they can be reduced or eliminated wherever possible.



Construction Document Management, Communications, and Meetings

Carollo understands the importance of using a dependable and flexible construction document management system and how essential it is in controlling costs, managing claims, and maintaining the project schedule. Chris will be responsible for coordination and act as the first-point-of-contact for all construction-related communications between the City and the contractor.

Chris will maintain strict control over the document flow and will manage document flow and information management as they apply to the contracted parties and associated project issues. In addition, our careful control over document flow will develop accurate records that may be required to support potential contract changes and to defend against claims.

Carollo has implemented the ACC software, which is also utilized in the capacity improvements project. This rollout has led to several staff members becoming super users. Among them is Garret, the Deputy Construction Manager/Inspector, who will support Chris, the City, and the Contractor by addressing any issues that arise during construction. This support is crucial for maintaining progress and thorough documentation.



2nd Party or Designer-led CM can reduce risk and costs to the City.

With designer-led Construction Management, coordination between the design team and CM team is seamless. In the previous Turlock Chemical Upgrades project, Ryan Sellman, was the PIC during design and the PM/CM during Construction. This consistency reduces the number of RFIs, resubmittals, and rework as questions can be addressed quickly and accurately in the field. If a change is needed, follow up RFIs documenting the change can be provided. This reduces risk and cost to the City for any delays that may occur due to unforeseen conditions or changes.

ATTACHMENT 3



Submittal Review Management and Processing

The submittal review process is often the last opportunity to provide quality in the final product before it is constructed. Therefore, a robust submittal review management process, combined with our approach to promptly assessing and processing each submittal, is key to project success.

We will take a proactive role in conducting the initial review of submittals for completeness. For submittals that include or-equal items or contain exceptions from the specified product or equipment, we will request that the contractor include a written list of deviations and provide reasons for the proposed changes, so the design team can quickly review and determine if it will meet the design intent and quality of the specified product or equipment.



RFI Review Management and Processing

Carollo will coordinate and manage the RFI submittal process and screen RFIs for completeness before forwarding them to the City and design engineer for review. Timely response to all RFIs is critical to maintaining the construction schedule and avoiding potential claims.

We have found some contractors generate unnecessary RFIs, with many RFIs relating to means and methods that are the contractor's responsibility. In other cases, problems are caused by a lack of coordination between the contractor and their subcontractors. To make sure that only merited RFIs are reviewed, we will require the contractor to concisely describe the issue for which clarification or interpretation is sought and explain why a response is needed.



Inspection and Materials Testing

Our CM team includes experienced inspectors and material testing staff to verify that the construction complies with the design documents.

During active construction, we will provide full-time, qualified staff for onsite management and field inspection to prepare inspection reports, materials installation tracking logs, and photographic records. Our inspection staff will also track actual start and finish dates against the contractor's schedule for use in regular schedule review sessions. In addition, our CM team will monitor the contractor's upkeep of the project as-built drawings and recommend approving progress payments contingent upon the acceptability of the working as-built markups.

We will employ the services of Kleinfelder to provide materials testing and select specialty inspection services. Kleinfelder's local office in Stockton can provide rapid response to requests for material testing and specialty inspection support.



Safety Plan

Safety is paramount for any construction project. Carollo believes each employee is owed a safe working environment that protects the health and safety of all parties working at the plant site. To achieve this, we will prepare a comprehensive Safety Plan that will be used to monitor site safety and to avoid accidents, injuries, and equipment damage for our CM team.

We will check that the contractor's safety plan has been prepared and approved by the contractor's safety consultant before construction begins. If we observe unsafe field conditions created by the



Information control for detailed project records

For the City of Turlock's Secondary Clarifier No. 5 and Denitrification CM Project, Carollo used a web-based document tracking system, which allowed for strict control over document flow and the management of information.

This allowed for the maintenance of detailed and accurate project records including inspection reports, photos, meeting minutes, and log decisions.

contractor, we will report these deficiencies to the contractor's safety officer and request for immediate corrective measures.



Training, Startup, and Commissioning

Planning for training, startup, and commissioning will begin on day one of the project. This is critical, since all construction activities must lead to successful commissioning and plant startup. Our experience with other treatment plants and operations staff will aid in the commissioning and personnel training. Our CM team will work closely with the design engineer and the City to confirm that the equipment suppliers submit the proper equipment O&M manuals and training materials well in advance of the scheduled training sessions for plant staff.

Project success will largely depend on how effectively start up and commissioning is conducted at each interim sequencing milestone and at project completion. We will review the contractor's startup and commissioning plan to make sure the proper procedures, equipment, logs, and forms are in place before the start of each test to achieve successful startup and commissioning at the most important stage of the project. In addition, we have included an operational support specialist to our team to help streamline startup. Chris Vasquez and his team will provide certified operators to review the startup plans, assist in the procedures, and provide troubleshooting support. Our goal is to not only start up the equipment, but to leave the City's O&M staff comfortable and confident to run the new system on their own.



Record Documents

Having a complete and accurate set of record documents at the completion of the project is a necessary documentation step for future reference and construction. Our CM team will maintain its own redline markups of the contract drawings and specifications showing all approved contract modifications through change orders and RFIs, as well as information regarding underground utilities.

We will perform a review of the contractor's working record documents and advise them and the City about the status. We recommend approving progress payments beyond 90 percent completion contingent upon the acceptability of the working record documents. At project completion, we will reconcile our markups with the contractor's markups and

provide these to the design engineer to prepare the final record drawings.



Project Closeout

As the project nears completion, our CM team will begin preparing project files, manuals, record drawings, and other project information in an organized manner for submittal to the City. Our closeout activities will include: verifying completion of punch list items; accepting and distributing all contract-required spare parts, training manuals, and other information; and processing final payment and negotiated withholdings, release of retention, lien release verification, and warranty transfer. Every relevant contractor deliverable will be tracked, logged, and closely reviewed and evaluated during closeout to provide proper documentation to the City for safe record keeping.



When the final punch list items have been completed or resolved, we will recommend acceptance by the City. The Carollo team uses this systematic approach to bring all of these elements together to achieve project success.

PROJECT MANAGEMENT

Project Planning and Management

As your construction manager, we will represent the City in administering the sludge thickening and dewatering unit no. 3 project to see that the requirements of the contract documents are met. We will work as an extension of the City and plant staff to provide leadership and positive direction to the project. Our primary objective is to build a smooth-running, efficient CM team that incorporates the best from the City, plant staff, design team, and the contractors.

Beginning with the preconstruction conference, we will set the tone of the project by establishing the proper chain of command among all parties. For example, we will strongly enforce the requirements

ATTACHMENT 3

of the contract documents and will not allow the contractor to proceed without the proper submittal approvals on materials and equipment. We will review engineering proposals from the contractor with assistance from the City, plant staff, and the designer to expedite a quick response so these proposals will not delay the project schedule.

Scope, Schedule, and Cost Control

Our CM team's scope, schedule, and budget are effectively managed on each task we perform.

- **Scope control.** Ryan will prepare resource goals for each team member. Individual work plans will be developed for each task prior to any work kicking-off. These work plans provide a detailed definition of how the project will be executed with the City's budget, a detailed work breakdown structure showing the sequence of all work, and a detailed list of specific deliverables.
- **Schedule control.** Ryan will track the overall project status and will report the schedule status at regular check-ins with the City.
- **Cost control.** Cost control begins from the first day of project initiation. Ryan will provide frequent review and comparison of costs incurred versus percent complete, which offers the best method of controlling costs and ensuring performance within the budget.

Project Status Reporting System

Timely, effective communication is critical to confirm expectations and encourage internal and external stakeholder input that results in a successful project. In addition to the tools described above, we will promote this by employing the following:

- **Management check-ins.** Ryan will communicate with you weekly or more frequently if needed to review issues and to discuss project direction and decisions needed for various tasks to continue in a timely manner. These weekly check-ins will be organized around a standard working agenda, target purposeful and efficient discussion, and result in a list of actionable items to improve project management and CM coordination.
- **Effective use of weekly construction meetings.** Your time and the time being requested of any construction team member is valuable, hence we are sticklers about:
 - » Planning each progress construction meeting and other meetings such that attendees will be fully prepared to participate in the discussion.



AUTODESK
Construction Cloud

Carollo proposes the use of a web-based document management system to file, track, and link all documents to manage the project and maintain schedule and budget compliance.

- » Providing a standing agenda in advance for key topics of discussion, including but not limited to contract time status, safety and security issues, look-ahead schedule reviews, submittal/RFI/change order logs and review status, plant coordination and shutdown activities, startup and commissioning, training, field order status, non-compliance notices, and action items.
- » Facilitating discussions to cover the desired topics and build trust among the construction team members.
- » Distributing meeting minutes and following up on key issues and action items identified.
- **Construction Reports.** We will prepare and submit regular construction reports to inform progress and to comply with funding disbursement requirements. Each report will include the following items:
 - » Executive Summary.
 - » Work Performed Each Month.
 - » Project Issues.
 - » RFI and Submittal Review Summary.
 - » Change Order Summary.
 - » Project Schedule and Budget Summary.
 - » Appendix.

As requested in the RFP, our sample monthly report for the City of Ukiah is included in Appendix B.

ATTACHMENT 3**Communication Methods and Meetings**

Based on our CM experience, the following major meetings and suggested frequency have proven successful in conducting during the construction period to improve communication among all stakeholders. We will work with the City and plant staff to review each meeting prior to finalizing the scope to decide which meeting type and frequency will benefit the City and the project.

MONDAY**MONDAY MORNING CHECK-IN**

Construction manager, Chris Powell, and his team will touch base with the contractor's PM first thing to gather information on the week's planned work, including hot items, any shutdowns, deliveries, and/or coordination items with the City. Chris will then convey this information to the City's PM and the design team's PM to make them aware of the work planned and help determine if any coordination is required with operations staff.

TUESDAY**DAILY JOB WALKS**

Chris and/or his inspectors, Garrett Gentry or Ron Baker, will walk the job site each day during active construction to document contractor staff, equipment onsite, weather conditions, and work progress. Daily inspection reports will be prepared and submitted through Autodesk Construction Cloud. The team will coordinate individually with the City's PM, contractor PM, and design engineer PM to capture important topics to include on the agenda for the weekly progress meetings, including quality control issues and/or pay application status. Pre-weekly meetings will be held with the City, design engineer, and CM to discuss topics prior to the weekly meeting with the contractor.

WEDNESDAY**QUALITY CONTROL ISSUE RESOLUTION**

When quality control issues are observed, the team will alert the contractor's PM immediately, and notify the design engineer, as appropriate. The team will determine if an immediate remedy is required, or if there is time to work through the typical RFI process to finalize the response. While ultimately it is the contractor's responsibility to respond to and remedy any construction quality control issue, our team will work collaboratively to help determine the best solution for the City.

THURSDAY**WEEKLY PROGRESS MEETINGS**

Weekly progress meetings with the contractor, design engineer, and City are an important part of documenting project status to verify that everyone continues to work toward a common goal. The meeting typically includes a review of the following topics: site safety, submittal and RFI logs, look-ahead schedule, outstanding issues, hot items, and shutdown requirements. The meeting is documented in meeting minutes that are also posted on Autodesk Construction Cloud.

FRIDAY**MONTHLY PAY ESTIMATE PROCESSING**

Once a month, the contractor will submit a "pencil copy" for their monthly pay estimate review. This will document their progress and what materials they have on hand or have installed to support their pay app request. Chris will review the contractor's projected work versus actual contractor work completed and provide any comments to the contractor. If necessary, Chris will meet with the contractor's team to discuss any questions or concerns. The monthly pay estimate process will be submitted and tracked through Autodesk Construction Cloud.

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SCOPE OF WORK

We will work as an extension of the City and plant staff to provide leadership and positive direction to the project. Our primary objective is to build a smooth-running, efficient CM team that incorporates the best from the City, plant staff, design team, and the contractors.

Our Project Manager will be responsible for implementing the work plan including preconstruction services, construction management services during construction, quality assurance and material testing services, and post construction services.

Task 1 – Project Management

Task 1.1 – Project Management. Consultant will furnish a Project Manager to coordinate all Consultant operations with the City, including but not limited to: monthly project progress reports, administering subcontracts, and providing overall project management, coordination, and supervision of project staff to facilitate the performance of the work.

Task 2 – Preconstruction Services

Task 2.1 – Conformed Documents Review. Review the project conformed documents with design team.. Since the project has already started, any potential issues that are found during review will be discussed with the City and Contractor.

Task 2.2 – Labor Compliance. Consultant Construction Manager will review certified payroll records to verify that the Consultant or sub-consultant is in compliance with the State Labor Code. Certified payroll submittals will be directed to the Department of Industrial Relations (DIR).

Task 2.3 – Schedule Review. Consultant Construction Manager will review contractor's schedule, evaluate and confer with the City regarding workability of the schedule or suggest changes that may improve the schedule. Schedule review will be in coordination with project deadlines as well as work sequencing. This will be coordinated closely with the design team and operations.

Task 2.4 – Safety Plan. Consultant Construction Manager and/or inspectors will review and monitor the safety programs developed by the Contractor and as required by OSHA/Cal-OSHA. Consultant will also provide their own project safety plan for Consultant staff.

Task 3 – Construction Management Services During Construction

Provide construction management oversight, project observation / inspection during construction. Consultant management services will be in accordance with the latest City Standards, Project Specifications, Caltrans standards, and American Water Works Association (AWWA) standards. Consultant Construction Manager will maintain close contact with City on all correspondence.

Task 3.1 – Construction Inspection. Consultant Construction Manager and/or inspectors will provide day-to-day on-the-job observation/inspection of all construction work on the project. Consultant inspectors will make reasonable efforts to guard the City against defects and deficiencies in the work of the Contractor and to confirm provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs, label them, and put them on ACC; 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. This includes performing daily reports and tracking weekly statements of working days.

Task 3.2 – Weekly Progress Meetings. Consultant Construction Manager will schedule and conduct construction weekly progress meetings online using Microsoft Teams. Prepare and distribute meeting minutes and agendas to all attendees. Weekly in-person meetings can be scheduled as necessary.

Task 3.3 – Monthly Project Updates. Consultant Construction Manager will attend monthly status report meetings with the City to review detailed construction progress and budget status through Microsoft Teams. Monthly in-person meetings can be scheduled as necessary.

Task 3.4 – Schedule Update Review. Consultant Construction Manager will enforce the construction schedule and phasing plan to complete the project within the allocated time and schedule. Perform schedule analysis, as needed.

Task 3.5 – Pay Application Review. Consultant Construction Manager will monitor the construction budget and confirm that the project remains within budget, including a detailed tracking of installed and expected quantities of work. This includes review and recommending for approval monthly pay applications

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and pay quantities from the Contractor. Consultant will review and approve Contractor's schedule of values to confirm it meets contract requirements.

Task 3.6 – Submittal Review. Consultant Construction Manager will review and respond to product and project and material submittals and/or coordinate with the Design Engineer and the City to review project submittals. Maintain a submittal log and track turnaround time to avoid delays.

Task 3.7 – RFI Review. Consultant Construction Manager will review and respond to all Requests for Information (RFIs) and/or coordinate with the Design Engineer to provide responses. Log and track RFI progress.

Task 3.8 – Change Order Review. Consultant Construction Manager will review all change orders related to construction issues based on the project drawings, specifications, and other design information from the Design Engineer. Consultant will perform change order analysis, including reviewing: logs of proposed change orders, change order quotations from Contractor, negotiated change order costs, time extensions, processing final negotiated change orders, and effect of approved change orders in progress payment breakdowns. Consultant will prepare Contract Change Orders and recommendations to accompany change order documents and forward to the Resident Engineer for review and approval.

Task 3.9 – Certificate of Compliance. Consultant Construction Manager will review and inspect for certificates of compliance with each project delivery for furnished construction materials to be incorporated into the work.

Task 3.10 – SWPPP Review. Consultant Construction Manager and/or inspectors will provide Storm Water Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP) services including inspections and reporting for the project. Oversee the implementation of the SWPPP/WPCP, including oversight of the monitoring/sampling, weather and event tracking requirements, visual monitoring, inspections, and checklists.

Task 3.11 – Shutdown/MOP Review. Consultant Construction Manager will review shutdown requests (MOPs) to determine compliance with the Project contract documents. MOPs should be tracked in the baseline and updated schedules.

Task 4 – Quality Assurance and Materials Testing Services

Coordinate and provide required testing as stated in the specifications and special inspections as necessary.

Task 4.1 – Material Testing. Consultant will provide a sub-consultant (Kleinfelder) as a certified materials testing agency (MTA) to perform testing services. The MTA sub-consultant will refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all improvements (HMA, AB, slurry seal, etc.), the QA/QC construction process will follow Project Specifications. The MTA will have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order. All test results will be reported to the City in the shortest time that the specific test will realistically allow. The Consultant guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City. If the MTA fails any tests or inspections, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests will be marked on reports and invoices to help facilitate back charging to the Contractor, if allowed by the project contract. The MTA sub-consultant will submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate will be submitted to the City immediately. It is the intent of the City to maintain a consistency of material testing quality throughout each phase of the project. Consultant is therefore encouraged to provide, wherever and whenever possible, the same field personnel for the duration of construction of the project. On days when work is not performed by the Contractor, such as rainy or unsuitable weather days, the materials testing personnel will not provide services unless authorized by the City.

Task 5 – Post Construction Services

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

Task 5.1 – Closeout Documents. Consultant Construction Manager will review, prepare and scan project closeout documents (e.g., maintenance,

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operational, warranty, etc.) as required in the construction documents, and as submitted by the contractor at the completion of the work.

Task 5.2 – Project Records. At the conclusion of the project, the Consultant Construction Manager will provide the City with a digital copy of all the project records. The digital records will be in the approved file format/s, file naming convention and directory structure.

Task 5.3 – Lessons Learned. Consultant Construction Manager will perform post construction review and prepare lessons learned documents for future projects.

Task 5.4 – Claim Resolution. Consultant Construction Manager will perform optional service if needed: claim resolution and detailed schedule analysis.

Task 5.5 – Punch List. Consultant Construction Manager will review punch lists items of remaining work.

Task 5.6 – Final Inspection. Consultant Construction Manager will coordinate with the City for final inspection.

Assumptions

1. It is assumed the substantial completion will be reached in 361 calendar days from April 22, 2026.
2. Consultant Construction Manager will enforce the contract requirements as they pertain to Labor Compliance, Equal Employment Opportunity, Prevailing Wage, and Disadvantaged Business Enterprise according to Caltrans Local Assistance Procedures and all State and federal regulations.
3. Consultant Construction Manager will review any material related to potential claim record procedures with contractor's methodologies, policies, and procedures. Consultant will work with the Resident Engineer to assist as necessary.
4. Consultant Construction Manager will prepare for approval file naming convention, file format/s and directory structure for all project files.
5. Consultant Construction Manager will review and monitor Contractor's listed items submittals that will be completed prior to any jobsite activities as specified in the Project Specifications.
6. Consultant Construction Manager will review and monitor Contractor's submittals for any survey monuments within 100 ft of improvements.
7. Consultant Construction Manager will review and investigate pay and benefits from the Contractor, flag discrepancies, and provide resolution documentation for the project files. Spot check that the Contractor and subcontractors are following requirements established by the DIR as outlined the applicable Prevailing Wage Determination and Federal Davis Bacon rules. Documentation of discrepancies will be reported to the City in a timely manner.
8. **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.
9. **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.
10. **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.

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: *Keith Corcoran*
[Title]
Keith Corcoran, Vice President

EXHIBIT C
Fee Schedule

**KLEINFELDER, INC – NorCal Pacific Area, CoMET Services
2025 RATE SCHEDULE**



Developed for: City of Manteca

TECHNICIAN NON-PREVALING WAGE (OFF-SITE) RATES

Technician * - ACI/Soils/Asphalt Testing & Observation.....	\$ 115/ hour
Special Inspector* - ICC Certified Structural Inspector (Masonry, Shotcrete and PT Slab Services, Reinforced Concrete, High Strength Bolting, and Floor Flatness)	\$ 125/ hour
Special Inspector* - CWI/NDT/NACE (Welding, NDT, NACE)	\$ 150/ hour

TECHNICIAN PREVAILING WAGE (ON-SITE & TRAVEL) RATES

Group 1*^ (Lead Insp - NC 63-3-9-2024-1).....	\$ 237/ hour
Group 2*^ (Bldg. Inspector - NC 63-3-9-2024-1).....	\$ 231/ hour
Group 3*^ (Soils - NC 63-3-9-2024-1).....	\$ 210/ hour
Group 4*^ (Concrete - NC 63-3-9-2024-1)	\$ 195/ hour

PROFESSIONAL STAFF RATES

Professional*	\$ 152/ hour
Staff Professional*	\$ 175/ hour
Project/Senior Professional	\$ 218/ hour
Principal Professional	\$ 257/ hour
Senior Principal Professional	\$ 314/ hour
Project Manager I	\$ 200/ hour
Project Manager II	\$ 200/ hour
Materials Manager/Materials Operations Supervisor	\$ 220/ hour
Senior Project Manager	\$ 263/ hour
Program Manager	\$ 268/ hour
Senior Program Manager	\$ 300/ hour
Project Controls Professional*	\$ 137/ hour
Senior Project Controls Professional	\$ 210/ hour
Administrator/Dispatch*	\$ 115/ hour

- ✓ Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates marked ^ do apply to NC 63-3-9-2024-1 prevailing wages. Second shift rates (not shown) apply to any work starting after 2pm and before 4am and will incur a separate rate in accordance with California DIR.
- ✓ Travel time will be charged at the prevailing wage rate, as required per the determination and the Public Works Manual Section 4.1.5.
- ✓ PW rates will be charged, including retroactively, for the covered scope items if the DIR directs that this is covered work at any time during the life of this agreement, or thereafter.
- ✓ Hourly rates will increase 5% annually on January 1st of each year.
- ✓ Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the rate schedule on projects where other direct costs are not reimbursed.

Geotechnical and Materials Laboratory Testing Rates are in accordance with Fee Schedule (attached)

Subcontractor fees and Other Direct Costs to be reimbursed at cost plus 10%.

Travel related expenses to be reimbursed at cost. Mileage to be billed at current IRS rate.

**KLEINFELDER, INC – NorCal Pacific Area, CoMET Services
2025 RATE SCHEDULE**



Developed for: City of Manteca

Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5X the hourly rate shown above. Overtime applies to () rates only.

Hourly rates shall be escalated annually on January 1 of each calendar year, starting 1/1/2026. Labor Escalation Rate to be 5%.

