

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **Carollo Engineers, Inc.**, a Delaware corporation ("Consultant").

RECITALS

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

AGREEMENT

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

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

3. Time of Performance. Consultant’s services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 2. All work shall be completed no later than **December 31, 2026**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed **SIX HUNDRED FIFTEEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS (\$615,322)**. Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

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

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

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

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

8. Ownership of Documents; Confidentiality.

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

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

9. Consultant's Books and Records.

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

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

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

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

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

11. Interest of Consultant.

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

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

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

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

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

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

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

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

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

Consultant shall not be responsible for warranties, except the warranty delineated in Section 12, A. hereunder, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to City or any third party arising out of breach of contract, termination, or for any other reason whatsoever.

Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Prohibited Interests.

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

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

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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ATTACHMENT 2

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)

Cassandra Candini-Tilton,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: _____
(Signature)

Shay Narayan
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____

Stephanie Van Steyn,
Acting Director of Human Resources

Telephone: _____

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: _____
Daniella Green, Assistant City Attorney

ATTACHMENT 1

SCOPE OF SERVICES

Scope of Services – WQCF UV Modifications and Sidestream Treatment Preliminary Design

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

Task 1 – Project Management

1.1 Project Management

Consultant shall perform project management necessary to plan, execute, monitor, and report the project's progress to the City for Tasks 1.0 through 2.0 over an estimated 3-month preliminary design period. Subtask 2.3 has a schedule that depends on activities out of the Consultant's control; assumptions have been added to Subtask 2.3 describing Consultant's delivery schedule and dependent activities.

Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period.

Consultant Deliverables for Task 1:

- Progress letter report with each invoice.

Task 2 – Preliminary Design

2.1 Preliminary Design

Consultant shall perform the following preliminary design tasks for the UV system replacement and sidestream treatment projects.

- **Project Kick-Off Meeting:** This meeting will address the overall approach to managing the project tasks for design, schedule, and budget, communication and project team roles and responsibilities, as well as ideas and strategies for addressing project challenges. This meeting will be used to identify the larger list of UV treatment and sidestream treatment processes to consider in the rough screening analysis. After this meeting, Consultant and City will work to identify the screening criteria used to screen those alternatives. The meeting will include key project participants including the project manager, project engineer, process area leads, discipline leads and City staff.
- **Biweekly Meetings:** Four Consultant team members will virtually attend six 30-minute biweekly meetings during preliminary design.

UV Treatment

- Review existing information from City including record drawings, permit violations, process data, and previous reports or studies.
- Evaluate up to four viable manufacturers for UV replacement.
- Layout, size, and site new facilities for UV channels and UV electrical equipment.

- Evaluate modifying the existing structure to accommodate a new UV System or a new structure that is near the existing facility.
- Construction sequencing will be evaluated during this task and how it can be constructed with the plant remaining online. This would include the option to use a temporary system while the current one is being modified.
- A new location for electrical will be evaluated. Using the existing building or a separate standalone electrical building will be evaluated.
- A new canopy and building will be evaluated to cover or enclose the existing UV channels.
- Run Computational Fluid Dynamics (CFD) modeling to determine flow split between channels as well as proper inlet hydraulics. Up to two options will be run through CFD modeling.
- Prepare a preliminary drawing showing a general plan and major section of the recommended alternative. Drawings will include process flow diagram, hydraulic profile, mechanical plan and section, as well as electrical one-line diagrams.

Sidestream Treatment

- **Wastewater Characterization:** Consultant shall develop a wastewater characterization protocol for sample collection and analysis to supplement routine plant performance samples. City staff shall perform the sample collection and analysis. Daily composite samples will be collected on 12 of the 14 days to calculate wastewater fractions used to define simulator influent characteristics. Samples shall be taken from the influent wastewater, secondary effluent, and the dewatered centrate during the same period. Diurnal grab samples will also be collected on two of the 14 days to calculate influent diurnal loading patterns for chemical oxygen demand (COD), inert suspended solids (ISS), total Kjeldahl nitrogen (TKN), total phosphorus (TP), pH, and alkalinity.
- **Flows and Loadings Analysis:** Estimate current and future flows and loads through the year 2045 using information from previous studies provided by the City and three years of operating data. If sufficient data is not available on sidestream water quality, Consultant may request City to conduct additional sampling, particularly on the dewatering centrate, including but not limited to ammonia, alkalinity, and liquid temperature.
- **BioWin Model Recalibration:** As part of the City's recent master plan, a whole-plant biological process model (i.e., BioWin) was developed. The previous model shall be made available to Consultant. The whole-plant simulator shall be recalibrated using recent operations and performance data (last two years). Any additional field data collected for recent projects shall also be reviewed and incorporated into the re-calibration effort. After recalibration has been completed, Consultant shall use the recalibrated BioWin model from this task to develop the nitrogen balance for the WQCF for existing conditions.
- **Sidestream Treatment Alternatives Analysis:** Consultant shall perform a rough screening and detailed analysis of sidestream treatment alternatives for nitrogen removal. The primary purpose of the rough screening is to develop a shortlist of viable project alternatives and to eliminate alternatives with fatal flaws or significant problematic challenges that make permitting, funding, operating, or constructing the alternative unlikely.

The rough screening analysis reviews the process alternatives based on their ability to meet the City's goals for the project identified in the kick-off meeting and the design flows and loadings.

At a minimum, the rough screening analysis will consider the following alternatives:

- Biological nitrification (e.g., nitrifying sequencing batch reactors [NSBRs]).
- Nitrification/denitrification (i.e., Sharon®).
- Partial nitrification/deammonification (e.g., DEMON®, Cleargreen™, ANITA™ Mox, AnammoPAQ).
- Post-aerobic digestion.
- Bioaugmentation (i.e., CaRRB).

The shortlist of screened alternatives shall then be evaluated in more detail. Once completed, this analysis will provide a recommended project for sidestream treatment based on a financial analysis and weighted qualitative criteria. To evaluate the shortlisted alternatives, criteria will be assessed and compared that address topics such as the anticipated capital, operating, and life-cycle costs, ease of operation, process reliability, flexibility to meet future needs, energy use, and nitrogen removal efficiency.

- Consultant shall develop process schematics and conceptual-level layouts for a total of three shortlisted sidestream treatment alternatives, showing the location and footprint of the major process structures and buildings as well as electrical one-line diagrams. Each alternative's layout will show appropriate phasing for a future capacity increase as necessary.
- Sidestream Treatment Alternatives Analysis Workshop: Consultant shall facilitate a workshop with City staff to discuss the steps taken to perform the rough screening and detailed evaluation and a prioritization/ranking of the shortlisted alternatives. With this workshop, City staff can provide their input on the evaluation before the Preliminary Design Report is developed.

2.2 Preliminary Design Report

Consultant shall prepare a Preliminary Design Report (PDR) to summarize the applicable analysis and key findings of Task 2.1. Drawings provided under Task 2.1 will be included as well as the design criteria, pro/con tables for compared manufacturers, construction and design schedule and options to accelerate the schedule, phasing constraints, draft operational strategy, and an opinion of probable project cost. The PDR will be initially submitted in draft format for the City's review. The Final PDR will incorporate applicable review comments provided by the City. Consultant shall conduct a meeting after issuing the draft PDR to review the content and facilitate staff review.

2.3 UV Pre-Selection/Purchase Assistance

Following acceptance of the PDR, the consultant shall develop plans, sections, and specifications as necessary to support the pre-selection or purchase of the UV equipment. Consultant shall review up to two UV equipment proposals for completeness and provide scoring for both proposals. A recommendation letter will be drafted and provided to the City. The completion of this task is dependent on the timeline for proposal advertisement by the City. For the Consultant deliverables, the following schedule is assumed:

- Delivery of Draft Pre-selection or purchase Technical Documents within 6 weeks of PDR acceptance by the City.
- Proposal evaluation letter within 2 weeks of receipt of proposals.

Assumptions

- Carollo will use the City's front-end documents, a UV system specification, and other supporting technical specifications to cover the UV system supplier scope of supply.
- Selection criteria to include but not limited to equipment, operations, maintenance, and replacement costs.
- UV design criteria will be based on existing data and processes and the engineer's assumptions and projections based on past project experience and planned improvements at the Wastewater Quality Control Facility (WQCF).
- UV supplier pre-selection will include detailed design support budget. Submittals from the selected supplier will be required to proceed with detailed design to avoid rework.
- City will advertise the pre-selection.
- City will provide legal review and insurance requirements.
- City will provide agreement language meeting the City standards, if available.

2.4 CEQA Support

Consultant will work with our subconsultant (Helix Environmental) to provide a CEQA recommendation. This task is assumed to consist of only providing a letter of categorical exempt.

Consultant Deliverables for Task 2:

- Meeting agendas, presentation materials, and minutes in PDF format.
- Draft and Final Wastewater Sampling Plan in PDF format.
- Draft and Final Preliminary Design Report in PDF format.
- UV Pre-Selection/Purchase Documents (Draft and Final) in PDF format.
- UV Pre-Selection Review Comments in PDF format.
- UV Pre-Selection Recommendation letter in PDF format.
- CEQA letter of categorical exempt in PDF format.

Budget and Schedule:

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

- Task 2.1, 2.2, and 2.4 – 3 months from Notice to Proceed.
- Task 2.3:
 - Delivery of Draft Pre-selection or purchase Technical Documents within 6 weeks of PDR acceptance by the City.
 - Proposal evaluation letter within 2 weeks of receipt of proposals.

Assumptions:

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

- Consultant shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.
- City staff will provide Consultant access to the project site to perform field assessments of the facilities.

ATTACHMENT 2

- City will be responsible for acquiring all permits and funding when necessary for construction of this project. This includes paying for all permit application fees.
- Underground utility survey of the project area is not included in this scope.
- Hazardous material survey of the project elements to be demolished is not included in this scope.
- Evaluation of the main PG&E power service is not included in this scope.
- Generator sizing and replacement is not included in this scope.
- Final Design for this project are not included in this Scope of Services. This service can be provided by the Consultant as an amendment to this Agreement.
- Engineering services during construction for this project are not included in this Scope of Services. This service can be provided by the Consultant as an amendment to this Agreement.
- Construction management and inspection services for this project are not included in this Scope of Services. This service can be provided by the Consultant under a separate Agreement.
- Programming of existing PLC and SCADA system will be performed either by a sole-sourced Programmer (to be specified by the City for use by the Bidder) or by Others outside of the Bidder's Contract. No PLC or SCADA programming specifications are included in this proposal.
- Logic diagrams are not included as part of this proposal.
- Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of Consultant. In the event Consultant's services are suspended, delayed or interrupted for the convenience of City or delays occur beyond the reasonable control of Consultant, an equitable adjustment in Consultant's time of performance and cost of Consultant's personnel and subcontractors may be made.
- City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates 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; the incoming water quality and/or quantity; the way City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.
- 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 contractor's failure to carry out work in accordance with the contract documents.
- The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to the 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 the Agreement or the performance of Consultant's services hereunder.

ATTACHMENT 2

COST & SCHEDULE OF ACTIVITIES

ATTACHMENT 2

**Table 1 - Carollo Fee Estimate
WQCF UV and Sidestream Preliminary Design**

Tasks			Carollo Labor											ODCs					Total					
Task #	Subtask #	Task Description	Senior Professional	Lead Project Professional	Project Professional	Lead Professional	Professional	Assistant Professional	Senior CAD Technician	CAD Technician	Document Processing	Total Hours	Total Labor Costs	E&IC		CEQA		Subtotal	10% Markup	Total	Carollo		Other Direct Costs Total	Total Fee
														Beecher	Helix	PECE	Travel							
														Fee	Fee	Fee	Fee	Fee	Fee					
1		Project Management	\$360	\$340	\$324	\$274	\$249	\$223	\$233	\$168	\$149	40	\$ 12,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$15,000	\$ -	\$ 600	\$ 13,280
	1.1	Project Management	20	0	0	20	0	0	0	0	0	40	\$ 12,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600	\$ 13,280
2		Preliminary Design	71	93	185	652	648	93	50	0	68	1,860	\$ 499,641	\$ 44,528	\$ 12,000	\$ 56,528	\$ 5,653	\$ 62,181	\$ 27,900	\$ 12,320	\$ 40,220	\$ -	\$ 602,042	
	2.1	Preliminary Design	50	50	100	349	349	50	50	0	0	998	\$ 272,727	\$ 36,685	\$ 3,669	\$ 40,354	\$ 14,970	\$ 5,528	\$ 20,498	\$ -	\$ -	\$ 333,579		
	2.2	Preliminary Design Report	11	29	57	201	201	29	0	0	46	574	\$ 150,732	\$ 7,843	\$ -	\$ 7,843	\$ 784	\$ 8,627	\$ 8,610	\$ 2,528	\$ 11,138	\$ -	\$ 170,497	
	2.3	UV Pre-Selection/Purchase Assistance	6	14	28	98	98	14	0	0	22	280	\$ 73,646	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200	\$ 4,264	\$ 8,464	\$ -	\$ 82,110	
	2.4	CEQA Support	4	0	0	4	0	0	0	0	0	8	\$ 2,536	\$ 12,000	\$ 12,000	\$ 1,200	\$ 13,200	\$ 120	\$ -	\$ 120	\$ -	\$ 15,856		
		Total	91	93	185	672	648	93	50	0	68	1,900	\$ 512,321	\$ 44,528	\$ 12,000	\$ 56,528	\$ 5,653	\$ 62,181	\$ 28,500	\$ 12,320	\$ 40,820	\$ -	\$ 615,322	

ATTACHMENT 3

INSURANCE