

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANTECA AND  
BROWN & CALDWELL**

This Amendment No. 1 ("Amendment") to Agreement C2023-84 ("Agreement") is made and entered into this 13<sup>th</sup> day of June, 2024, by and between Brown & Caldwell a California corporation ("Consultant") and the City of Manteca, a municipal corporation ("City").

**RECITALS**

A. On July 24, 2023, the City of Manteca approved Agreement C2023-84 with Consultant to provide professional services associated with CIP 21034.

B. City now desires to amend the Agreement in order to include construction management and inspection services for the Nile Garden - Well 30 Construction CIP No. 21026 & 21034, increase the not to exceed compensation amount, and increase the time of performance.

C. Consultant represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

D. City desires to engage Consultant for the purposes of completing the scope of services identified.

NOW, THEREFORE, the parties hereby agree as follows:

1. Article 1. Scope of Services, of the Agreement is hereby amended as follows:

Delete in its entirety.

Replace with:

"1. Scope of Services. Consultant shall provide construction management and inspection services described in the attached Attachment 1 that is incorporated by this reference. 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 construction management and inspection services is sometimes referred to herein as "the Project."

2. Article 3. Time of Performance, of the Agreement is hereby amended as follows:

Delete:

"All work shall be completed no later than September 30, 2025."

Replace with:

“All work shall be completed no later than September 30, 2026.”

1. Article 4. Compensation, of the Agreement is hereby amended as follows:

Delete:

“Without additional authorization from the City, compensation to be paid to Consultant shall not exceed two-hundred and six thousand, eight-hundred and sixty-seven DOLLARS (\$ 206,867).”

Replace with:

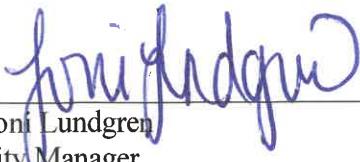
“Without additional authorization from the City, compensation to be paid to Consultant shall not exceed EIGHT HUNDRED AND EIGHTY THOUSAND, NINE HUNDRED AND ELEVEN DOLLARS (\$ 880,911).”

2. Except as modified in this Amendment, all other provisions of the Agreement shall continue in full force and effect.

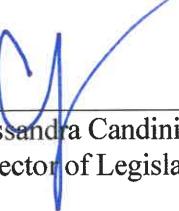
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TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

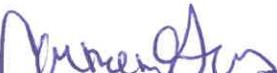
**CITY OF MANTECA:**

  
Toni Lundgren  
City Manager

**ATTEST:**

  
Cassandra Candini-Tilton,  
Director of Legislative Services

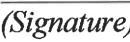
**COUNTERSIGNED:**

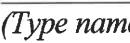
  
Shay Narayan   
Director of Finance  
FCV

**COUNTERSIGNED:**

  
Stephanie Van Steyn,  
Director of Human Resources

By:

  
(Signature)

  
(Type name and title)

11020 White Rock Rd, Suite 200  
Rancho Cordova, CA 95670

Address:

Telephone:

916-444-0123

**APPROVED AS TO FORM:**

L. David Nefouse, City Attorney

By:   
Daniella Green, Assistant City Attorney

**CONSULTANT:**

Brown and Caldwell / Corporation

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

  
Adam Ross

Digitally signed by Adam Ross  
DN: CN=Adam Ross, OU=Sacramento, OU=User,  
OU=Accounts, OU=BC, DC=bc, DC=brwnccald, DC=com  
Location: Sacramento, CA  
Recipient: I agree to the terms defined by the placement  
of my signature on this document  
Contact Info: aross@brwnccald.com  
Date: 2024.05.08 13:27:26-07'00'

  
(Signature)

Adam Ross, Vice President

  
(Type name and title)



# Nile Garden Well 30 - Amendment No. 1

The Consultant, Brown & Caldwell (BC) is pleased to present to the City of Manteca (City) Amendment No. 1 to our *Agreement for Professional Services* entered into on July 24, 2023. Amendment No. 1 will provide construction management and inspection services of the equipping phase of the Nile Garden Well 30 project (Project).

As requested, we are submitting a revised scope of work, time of performance and fee estimate. Our revised proposal is based on our review of the bid set of contract documents (Specifications Volume I and II and Drawings dated August 2023).

Construction management, project management and project administration services will be performed from our office in Rancho Cordova, CA. Inspection and testing services will be performed on site.

All deliverables to the City produced by BC will be provided in the editable format that the document was produced in, predominantly Microsoft Word, Excel and Project, and AutoCAD. We will request editable documents when receiving and using documents from others, otherwise, documents from others will be delivered in the format in which they were provided to BC, predominantly PDF.

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### Phase 3 // Well Equipping

#### Task 3.1 // Preconstruction Services

##### Sub-Task 3.1.1 // Review Contract Documents

BC will review contract documents including the plans, specifications, geotechnical reports, engineer's estimate, project schedule, agency and utility agreements, and environmental permits to become familiar with the Project.

##### Sub-Task 3.1.2 // Kickoff Meeting

BC will lead a kick-off meeting with the City and Design Engineer to establish lines of communication, discuss project design and schedule, and identify the responsibilities of each party. Meeting can be held in-person or virtually via MS Teams. Consultant will review contract administration procedures such as submittal and request for information (RFI) management and change order review and concurrence.

Consultant will discuss the roles and responsibilities of the various City departments. BC will review any utility agreements, permit applications and/or right-of-way agreements.

**Deliverables:** Meeting agenda and minutes.

**Sub-Task 3.1.3 // Preconstruction Meeting**

BC will conduct an in-person preconstruction meeting with the City, Contractor, Design Engineer and major stakeholders. The City will provide meeting space and support technologies as needed. This meeting will review the project scope, contractual requirements, administrative processes, coordination efforts, specific project challenges.

**Deliverables:** Meeting agenda and minutes.

**Sub-Task 3.1.4 // Preconstruction Photos**

BC will record the pre-construction field conditions using digital photos.

**Deliverables:** Electronic copy of digital photos.

**Task 3.2 // Construction Management Services During Construction**

**Sub-Task 3.2.1 // Monthly CM Invoicing and Reporting**

BC will prepare and submit a monthly cover letter to the City's Project Manager concurrent with our monthly invoice. Our monthly report will summarize the CM tasks completed in the reporting period and CM budget.

**Deliverables:** Monthly report and CM invoicing.

**Assumptions:**

- Project duration for invoicing purposes is fourteen (14) months.
- PM to spend two (2) hours per month reviewing and preparing invoices.
- Project Analyst (PA) to spend two (2) hours per month preparing invoices.
- Biller to spend one (1) hour per month issuing and transmitting invoices.

**Sub-Task 3.2.2 // Schedule Review**

While not responsible for the project's schedule, BC will review and evaluate the acceptability of the Contractor's construction schedule, including updates and revisions, in accordance with the Contract Documents. BC will utilize Microsoft Project or PDF copies of schedules to conduct reviews. This evaluation will include soliciting City staff comments for the initial schedule review. The review of the initial schedule will emphasize compliance with specified durations and constraints.

After acceptance of the baseline schedule, BC will conduct reviews of the Contractor's schedule updates to check that progress is acceptable, and variances are promptly addressed. When change orders are being negotiated, BC will evaluate the impact of change orders on the construction schedule to recommend eligible time extensions or reduction, depending upon whether there is an increase or decrease in the work.

**Deliverables:** Baseline and update schedule review comments

**Assumptions:**

- Review of up to six (6) schedule including baseline, updates, and time impact analysis schedules.
- CM to spend two (2) hours per review.

**Sub-Task 3.2.3 // Water Pollution Control and Environmental Stewardship Compliance**

BC will support the City with the Contractor's compliance with the project Water Pollution Control and Environmental Stewardship requirements. Primarily this includes Water Pollution Control Plan (WPCP), dust and noise control. BC will assist the City to review the contractor's WPCP and verify the Contractor's inspections of Best Management Practices (BMP) implementation, maintenance, and reporting in accordance with City guidelines. BC will review the contractor's reports and inform them if reports are late or missing. BC will also monitor dust and noise control mitigation measures.

**Deliverables:** WPCP review comments; non-compliance notices

**Sub-Task 3.2.4 // Health and Safety Compliance**

BC will review the Contractor's compliance with workplace safety and health standards and regulatory requirements. BC will coordinate with the Contractor for submittal of their Injury and Illness Prevention Plan. In this role, BC will verify that the Contractor has complied with the specifications and applicable regulations and has provided competent persons for on-site work. BC will inform the City of suspected safety violations. BC will also develop a Field Work Safety Plan (FWSP) that outlines the safety protocols that BC employees and subcontractors will follow when on site.

**Deliverables:** Copy of final FWSP upon request.

**Assumptions:**

- BC has no authority to exercise control over the Contractor in connection with their work or health or safety programs and precautions. Except to protect BC's own personnel and except as may be expressly required elsewhere in the scope of services, BC has no duty to inspect, observe, correct, or report on health or safety deficiencies of the Contractor.
- Safety Officer to spend four (4) hours preparing FWSP and four (4) hours auditing during construction.

**Sub-Task 3.2.5 // Coordination and Communication**

BC will be the main point of contact between the Contractor and the City Project Manager. BC will also assist in coordinating with other City Departments, utility companies, regulatory agencies, and other partners. BC will interact with the Contractor daily to be apprised of field activities, health and safety, and potential change in conditions. In conjunction with the Contractor and the City, BC will engage with utility companies during the USA, potholing, and construction phases. BC will conduct informal communications, generally on daily basis, with City staff. BC will track action items and responsible parties to proactively help resolve outstanding issues, eliminating extra costs or delays.

**Deliverables:** Documentation of key written and oral communications via email and memorandums to file.

**Sub-Task 3.2.6 // Progress Meetings**

BC will hold progress and special topic meetings. Progress meetings will be held with the City and the Contractor to review construction progress. The Contractor is required to provide a 3-week look ahead schedule to facilitate discussions and planning of current and near-future activities. BC will review status of submittals, RFIs, change orders, field orders, and permit compliance. BC will discuss project safety and public convenience and outreach items. BC will identify critical items and assign responsible parties, specific action items and timelines to help resolve items before they impact schedule or cost. Special topics meetings will be held to discuss focused project issues and typically involve more and different parties than regular progress meetings.

**Deliverables:** Written agenda and meeting minutes; current logs of outstanding submittals, RFIs, Field Orders, and potential change order (PCO)/contract change order (CCO).

**Assumptions:**

- BC to lead/attend a total of fifty (50) progress and special topic meetings.
- CM and PA to spend an average of one (1) hour on each the meeting agenda and minutes.
- Meeting duration will average one (1) hour.
- Progress meetings will be held once a week for the first few months and then average bi-weekly until project completion.
- Progress meetings will be held via Microsoft Teams. Special topic meetings will be held via Microsoft Teams and on-site as needed.

**Sub-Task 3.2.7 // Pay Requests**

BC will manage, review, and provide recommendations to the City for approval of the Contractor's monthly payment applications. BC will meet with the Contractor to reconcile any differences between the amount requested and our estimate of work completed during the month. Prior to final recommendation submittal to the City, BC will check that the Contractor's as-built drawings and certified payroll submissions are current.

**Deliverables:** Reviewed monthly progress payment applications and backup documents.

**Assumptions:** Processing of up to twelve (12) progress payments.

**Sub-Task 3.2.8 // Submittal Management**

BC will screen and track submittals. Screening will include review for completeness. The review does not extend to safety and mean and methods as those are the Contractor's responsibility. Submittals determined to be incomplete will be returned to the Contractor for re-submittal. Submittals determined to be reasonably complete will be transmitted to the City and Design Engineer for review. BC will distribute final review comments and return the submittal to the Contractor. For submittals returned to the Contractor that require resubmittal, the resubmittal shall be retained as an action item for discussion at the project meetings. BC will maintain a status log to help track compliance with specified review times.

**Deliverables:** PDF copies of final submittals. Current submittal log in progress meeting agendas.

**Assumptions:**

- Processing of up to one hundred (100) submittals.

**Sub-Task 3.2.9 // RFI Management**

BC will screen and track RFIs. When possible, BC will provide information from Contract Documents back to the Contractor. When additional information or input are required, the request will be routed to the City and Design Engineer for resolution. BC will distribute final response and return the RFI to the Contractor. BC will maintain a status log to help track compliance with specified review times.

**Deliverables:** PDF copies of final RFIs. Current RFI log in progress meeting agendas.

**Assumptions:** Processing of up to thirty (30) RFIs.

**Sub-Task 3.2.10 // Revised Documents and Field Orders**

BC will administer all change directives on the project. BC will formally document and transmit all changes to the Contract Documents to the Contractor. If changes originate in the field or from a RFI or submittal response, BC will formalize the change with a Field Order upon receiving concurrence from the City. If changes originate from the Engineer, the City will issue a formal design clarification that is routed through BC to the Contractor. BC will maintain a revised plan sheet log and use it to verify the Contractor's working set of plans and as-builts are up to date. This log will periodically be included in progress meeting agendas and reviewed at meetings.

**Deliverables:** Field Orders, current Field Order log in progress meeting agendas, and periodic revised plan sheet logs in progress meetings agendas.

**Sub-Task 3.2.11 // Investigate Differing Site Conditions**

When the Contractor identifies apparent changed conditions (as specified in the contract documents), BC will immediately document the conditions in detail using video and/or still photography, annotations on drawings and specifications, and samples of materials. BC will begin to track possible impacts on cost, productivity, schedule, and other variables related to the conditions. BC will coordinate a meeting with the Contractor and the City to determine necessary course of action to resolve the conditions encountered.

**Deliverables:** Written evaluation and initial assessment. Meeting minutes as applicable.

**Sub-Task 3.2.12 // Potential Change Order and Contract Change Order Management**

BC will manage the PCO/CCO process. We will evaluate and negotiate Contractor's PCO and make final recommendations to the City. BC will draft CCO packages for all City approved PCO's. BC will do the following:

- Maintain PCO/CCO log all potential and approved CCOs to better track and manage the construction budget.
- Review contract documents to determine validity of requested cost and/or time.
- Determine the appropriate method of payment.
- Coordinate with the City and Design Engineer to provide engineer's estimates.
- Review time-impact-analysis for CCOs involving requests for additional time.
- Obtain City concurrence prior to issuing a PCO and/or starting CCO work
- Authorize and record labor, equipment and materials used on force account work. Any force account work will be tracked on a Daily Extra Work Report or a report like a Daily Inspection Report.
- Submit CCO packages to the City for approval and final processing.
- Process and incorporate CCO work into the progress payment breakdown.

**Deliverables:** Current PCO/CCO log in progress meeting agenda. CCO documents for City's final approve and processing.

**Assumptions:** Review of up to fifteen (15) Contractor PCOs and development of up to ten (10) CCO packages.

**Sub-Task 3.2.13 // Potential Claims Management**

BC will take the lead in assisting the City to resolve contract claims throughout the duration of the contract. BC will log and respond to any Notice of Potential Claims and will prepare justification documents and supporting evidence regarding claims. BC will review Daily Reports for validity of contractor's claims. The information will be assembled into a memorandum and submit to the City for its review and use. BC will be available to provide additional support during negotiations as needed. Claims resolution work, if any, will be performed as an extra work item, because the amount of work cannot be determined ahead of time.

**Deliverables:** Copies of Notices of Potential Claims and responses. Claim justification memorandums and supporting documentation.

**Assumptions:** Review of one (1) potential claim.

**Sub-Task 3.2.14 // Field Observations**

BC will provide part-time on-site inspection as described in the assumptions below. When on site we will review and inspect the Contractor's work for compliance with the Contract Documents. BC will report nonconformance and construction deficiencies to the Contractor and the City. BC works collaboratively with the Contractor to take appropriate corrective actions, provide written confirmation to the Contractor, and document the completed work.

The Construction Inspector's primary services include the following:

- Provide written daily inspection reports (i.e., diaries) on all activities performed by the Contractor.
- Determine if the work and materials comply with contract documents.
- Review and confirm that traffic control devices are in accordance with approved plans and California Manual of Uniform Traffic Control Devices (MUTCD)
- Verify the contractor is implementing safety plan and safe practices in accordance with OSHA regulations.
- Schedule materials testing and specialty inspections and coordinate corrective measures as required for failing materials
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor
- Perform quantity calculations based on completed work
- Take progress photos of the work and field conditions
- Prepare punchlists and verify updates to as-built drawings as the work progresses

The Construction Manager's primary field responsibilities include the following tasks:

- Perform periodic site visits to observe the Contractor's work.
- Coordinate with the Inspector(s) to track progress, discuss and resolve field issues and provide engineering support
- Prepare, obtain approval from the City, and issue field orders, field clarifications and correction notices as needed
- Coordinate and schedule survey verification, monitoring and inspections related to environmental and encroachment permitting

**Deliverables:** Daily Reports with photos, copy of Field Orders and copy of punchlists.

**Assumptions:**

- BC assumes nine hundred and sixty (960) hours of Construction Inspector time during the construction phase. This represents approximately two hundred and forty (240) workings days of part-time on-site coverage.
- Daily reports will be provided only for days that Construction Inspector is on site performing observations.
- The presence of BC at a construction site, whether as an on-site representative, resident engineer, construction manager, or otherwise, does not make BC responsible for those duties that belong to the City, general contractor and/or subcontractors or others, and does not relieve the Contractor or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations.
- Any inspection or observation of the Contractor's work is solely for the limited purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of any Contractor.

**Sub-Task 3.2.15 // Pressure Testing, Flushing, and Disinfection**

BC will collaborate with the Contractor and City staff at the beginning of the project so the construction sequencing plan considers testing, disinfection, and activation of new well, treatment system and associated piping. Prior to receiving submittals, a meeting will be held with the City and the Contractor to review criteria

for disposal of test water and acceptance test parameters. BC will perform the initial review of the Contractor's testing and disinfection plans to verify procedures are in accordance with the County's and AWWA standards, identifies proper disposal of testing water and includes applicable discharge permit. BC will observe all pressure tests, flushing and disinfections operations are completed and documented. BC will coordinate with City Water to measure residual, sample, and record test result.

**Deliverables:** Copies of Contractor's pressure test results and disinfection process documentation.

**Assumptions:** City will perform all water quality sampling, testing, and reporting.

#### **Sub-Task 3.2.16 // Start-up and Commissioning Assistance**

BC will assist the City in preparing for and overseeing the testing, start-up, and commissioning phase of the project. Will coordinate with the Contractor and the designer for comprehensive start-up and testing plans are submitted and approved. We will assist the team in the Division of Drinking Water inspection and approval process.

**Assumptions:** Contractor responsible for planning, execution and documentation of start-up and commissioning activities. City and Design Engineer will be responsible for review and approval of start-up and commission plans, results, and final reports.

### **Task 3.3 // Post Construction Services**

#### **Sub-Task 3.3.1 // Substantial and Final Completion Services**

Substantial and Final Completion services will include a site inspection to evaluate if the constructed facilities are complete and in compliance with Contract Documents. To accomplish this, BC will prepare and issue punchlists and inspect punch list item corrective actions for acceptability. As part of the punch list process, BC will review documents submitted by Contractor for contract compliance. BC will conduct substantial completion inspection with the Contractor, and then schedule, conduct, and complete final inspection with the City.

When punch list items are completed, BC will coordinate with the City to assess when it is appropriate to release payments and retention to Contractor. BC will confirm that final punch list items have been completed or resolved and confirm that all releases have been provided by Contractor for Subcontractors and suppliers. BC will then assist the City in preparing a Certificate of Completion, and assist the City in obtaining the bonds, guarantees, warranties, lien releases, operation and maintenance manuals, and record drawings from the Contractor.

**Deliverables:** Punchlists, contract compliance documentation, warranty, and lien tracking.

#### **Sub-Task 3.3.2 // Final Operation and Maintenance (O&M) Manual Management**

BC will log and track final O&M Manuals in a similar fashion as submittals. BC will perform an initial review to verify that all the required information is included, such as manufacturer's local representative, operating instructions, preventative and corrective maintenance procedures, parts identification, warranty, and testing forms. After final acceptance testing, BC will verify that all test results and warranties are included in final O&M Manuals prior to submittal to the City.

**Deliverables:** O&M Manual review comments, final O&M Manuals in PDF format.

**Assumptions:** Up to five (5) O&M manuals.

**Sub-Task 3.3.3 // Review and Submit As-Built Drawings**

At a project's completion BC will receive the Contractor's prepared as-built drawings and perform a final review for completion against our own record drawings. A reviewed copy of the Contractor's as-built drawings will be provided to the City and Design Engineer for final processing into official record drawings.

**Deliverables:** Reviewed copy of Contractor's approved As-Built Drawings in PDF format.

**Assumptions:** The City acknowledges that as-built drawings will be prepared, in part, based on information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. BC is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

**Sub-Task 3.3.4 // Prepare Final Payment Request and Retention Release Recommendation**

After acceptance, BC will prepare a proposed final estimate (PFE) to allow the Contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, BC will meet with the Contractor to attempt to agree on final payment for all contract items and change orders. If the Contractor still objects to the PFE, BC will assist the City in negotiating final settlement with the Contractor and process the final estimate.

**Deliverables:** Final estimate

**Sub-Task 3.3.5 // Deliver Final Project Files**

Project files will be maintained in electronic format. Files will always be available for the City to review. Electronic files will be packaged in accordance with the City's standard filing system and delivered at Final Completion.

**Deliverables:** Electronic copy of final project files on portable drive.

**Task 3.4 // File Management Software System**

BC will maintain project records using a file management software system called CMIS. CMIS will track and manage all anticipated project records including correspondence, minutes of meetings, submittals, test reports and data, certificates, permits, certified payrolls, cost accounting records, status reports (inspector's daily reports and monthly progress reports), photographs, claims files, proposed contract modifications (PCM), change orders, schedules, and progress estimates. Tracking logs will be maintained and distributed at progress meeting.

**Deliverables:** Up to twelve (12) user licenses, electronic copies of final project files on a portable drive.

**Assumptions:**

- Up to eighteen (18) months of active service and eight (4) hours of training.
- Access to files for up one hundred and twenty (120) calendar days following the Notice of Completion.

**Task 3.5 // Public Outreach**

Port City Marketing Systems (PCMS), will develop and implement a public outreach program. The program will include the following sub-tasks.

**Sub-Task 3.5.1 // Hotlines (Telephone and Email)**

PCMS will staff telephone and email hotlines, maintain detailed records of each contact, and provide those records to the City and Project Team staff at frequent intervals.

**Deliverables:** Periodic records of hotline contacts.

**Assumptions:** Up to ten (10) labor hours.

#### **Sub-Task 3.5.2 // Content for City Social Media**

PCMS will create content for the City's social media postings. Project updates and other pertinent information will be developed in conjunction with the City Public Information Officer.

**Deliverables:** Graphics, fact sheets, FAQs project map, schedule, and other information regarding the project.

**Assumptions:** Up to nine (9) labor hours.

#### **Sub-Task 3.5.3 // Ribbon Cutting Ceremony**

PCMS will hold a ribbon cutting ceremony to celebrate the start of the project. The ceremonies will be held at or in a facility nearby the project. PCMS will schedule the ceremonies; make all site arrangements; compose, design, and issue meeting notices to the stakeholder database; prepare and place advertising in local media; and prepare and send news releases to mainstream and alternative news media, after obtaining prior approval of the City and the project team manager. PCMS will also prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting proceedings; assist with preparing exhibits to illustrate concepts and plan elements; provide refreshments; provide Spanish-language translation, if indicated; and record public comments/assist with appropriate responses. PCMS will compile all comments and recommendations for administrative and public review in detailed summary meeting reports. PCMS will also include appropriate reporting. Preparation for the public meetings may include a "dry run" with the City and the project team, if desired. The dry run will review the format and information that will be presented at the public meetings.

**Deliverables:**

- First-class mailed meeting notices for the Public Information Meetings to the stakeholder database (See Sub-Task 1.5.1 - Identification of Stakeholders), news releases, advertising, agendas, comment sheets, sign-in sheets, a frequently asked questions document, signage, exhibits, meeting facilitation; and records of public comments and responses, meeting summaries, refreshments, and reports.
- Dry run meetings, if desired.
- Spanish-language translation, if indicated.

**Assumptions:** Up to seventy (70) labor hours and \$4,400 of other direct costs.

### **Task 3.6 // Labor Compliance Program**

Contractor Compliance and Monitoring Inc. (CCMI) will implement the project's approved labor compliance program (LCP). The program will monitor the general contractor, subcontractor and all professionals working on the project including consultants directly contracted with the City. The program will include the following:

- **Pre-Job Conference** – Hold a mandatory job start meeting (pre-job conference) or attend the preconstruction meeting with the Contractor and subcontractors listed in their bid documents prior to the start of work.
- **Certified Payroll Review** – Review for compliance the contractor and each subcontractor submitted weekly certified payroll records (CPRs) as required.
- **Apprentices** – Monitor contractors' compliance with the State Division of Apprenticeship Standards.
- **Monthly Jobsite Visits** – Conduct jobsite visits and interview all workers to verify workers prevailing wage rates and jobsite posting.
- **Monthly Reports** – Provide a monthly discrepancy report to the City and contractors outlining the LCP proficiency of each contractor participating on the project. The discrepancy report details weekly

submission of CPR's DAS 140s, training funds, fringe benefit statements and all other related LCP submittal requirements.

- **Audits** – Conduct periodic audits and at the request of the Labor Commissioner to determine whether all trades workers on project sites have been paid according to the prevailing wage rates.
- **LCP Enforcement** – If the contractor or its subcontractor fails to comply to the provisions of section 1776 of the California Labor Code, CCMCI will recommend appropriate contract payment withhold to the City.
- **Forfeitures and DIR Reporting** – Determine forfeitures based on specific violations of the prevailing wage laws, whether collected by withholding from the contract amount, by suit under the contract, or both.
- **Hearing Preparation** – Gather and prepare appropriate documentation for the DIR hearing resolution, which includes employee interviews, Certified Payroll Reports, forfeiture calculations, contract correspondence and all other pertinent data. All data will be turned over to City's and their legal counsel.
- **Annual Report** – Prepare and submit to City Manteca and DIR the annual report of activities for each project.
- **LCP Document Management** – Maintain labor compliance documents information in the project files.
- **Request for Public Records** – Respond to requests for public records and submit documents to the City for mailing.

**Deliverables:** As noted above.

**Assumptions:** Twelve (12) monthly jobsite visits. One (1) annual report.

### **Task 3.7 // Environmental Permit Compliance**

BC, along with Area West Environmental, Inc. (AWE), will develop an environmental permit compliance program. The program will include the following sub-tasks.

#### **Sub-Task 3.7.1 // Preconstruction Surveys**

An AWE biologist will conduct site visit(s) to survey for nesting birds, raptors, and Swainson's hawks within the project area and a 500-foot buffer of the project area. The preconstruction survey will take place within seven days prior to the commencement of construction activities. The results of the surveys will be documented in a brief report. The report will contain the survey methods, results, a map showing any active nest observations, and photographs.

**Deliverables:** Survey report(s)

**Assumptions:**

- Five (5) one (1) day survey of the well site and pipeline alignment.
- There will be no aquatic resources in the project area requiring fish monitoring (per Section 3.09 *Fish Protection* of the Project Specifications).

#### **Sub-Task 3.7.2 // Nest Monitoring**

If an active nest is discovered, AWE will identify the proposed distance for a non-disturbance buffer so that the construction team can stake, flag, or fence the area around it. AWE will conduct weekly site visits, until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting, to ensure the nest is not being disturbed by construction activities. If needed, AWE will coordinate with the California Department of Fish and Wildlife (CDFW) to determine the appropriate buffer zone size, monitoring frequency, and monitoring duration depending on the species identified, level of noise or disturbance, line-

of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

**Deliverables:** Site visit report(s)

**Assumptions:**

- Up to six (6) weekly site visits and up to twenty (20) hours of coordination with CDFW.
- This scope and cost estimate does not include cost for bird exclusion such as the installation of exclusion devices, nesting prevention measures, removal, and disposal of partially constructed and unoccupied nests on a regular basis to prevent their occupation, or any combination of these. An additional scope and cost estimate can be prepared for this task if needed.

#### **Sub-Task 3.7.3 // Cultural Resource Support**

Per Section 3.07 *Archaeological Resources* and Section 3.10 *Paleontological Resources* of the Project Specifications, in the unlikely event that either archaeological or paleontological resources are discovered, AWE will provide cultural resources support.

**Deliverables:** Site visit report(s)

**Assumptions:** Up to twenty-four (24) hours of support.

#### **Task 3.8 // Materials Testing Services**

BC, along with Twining, Inc., will provide materials testing and specialty inspections. Testing type and frequencies will be in accordance with the project's technical specifications and the City's standards. Materials will be accepted by field testing, and/or by the CM based on the manufacturer's certificate of compliance. Efforts for this project will primarily focus on sampling and testing of soil, asphalt, concrete, rebar, equipment anchoring, cement masonry block, grout, and coatings. We will maintain a log of all tests and retests and provide a signed final report that summarizes all test results statement of conformity with the plans and specifications.

**Deliverables:** Periodic submittal of testing logs and final testing report in PDF format.

**Assumptions:**

- Materials testing and specialty inspections will be performed for quality assurance purposes. The Contractor shall still be held responsible for quality control of materials incorporated into the work and work performed.
- Since final contract documents for the Well Equipping project have not been provided, this scope and cost estimate is based on experience with similar projects. BC reserves the right to reevaluate scope and cost for this task.

# **Time of Performance**

BC's proposal is based upon an assumption that the Contractor's Notice to Proceed will be issued in April 2024 and have a construction duration of twelve (12) months. Accordingly, BC preconstruction services will start in March 2024 and post-construction services will be completed by the end of April 2025.

## Fee Estimate

Brown & Caldwell CM and Inspection Services - Amendment No. 1 Nile Garden Well 30 Water Supply Project - CIP 21034																							
Phase / Task	Phase / Task Description	Waldman, Stephen T.	Waldman, Michael	DeRosa, Elizabeth R.	LePainie, William G.	Funkberg, Diane C.	Uebli, Heather	Hoff, Kenneth	Bates, Jacqueline R.	Roman, Sam B.	Hanson, Michael J.	Ternazas, Richard W.											
		PM & CM/RE	SME	PIC	Inspector	Electrical Inspector	Project Admin	Safety Officer	Project Analyst	Biller	Operation Manager	Dir Project Mgt	Total Labor Hours	Total Labor Effort	APC <sup>6</sup>	Company Vehicles <sup>7</sup>	CMIS <sup>8</sup>	PCMS <sup>9</sup>	CCM <sup>10</sup>	Amr Well <sup>11</sup>	Twining <sup>12</sup>	Total Expenses Effort	Total Effort (Labor+Expense)
	Hourly Billing Rates	\$278.00	\$237.00	\$286.00	\$191.00	\$143.00	\$119.00	\$190.00	\$118.00	\$86.00	\$291.00	\$302.00											
003 Well Equipping	580 12 8 990 140 145 8 28 14 4 6 1,935 \$ 442,844	\$ 19,350	\$ 10,000	\$ 2,500	\$ 12,000	\$ 60,000	\$ 29,000	\$ 80,000	\$ 231,200	\$ 460	\$ 460	\$ 460	\$ 460	\$ 460	\$ 674,044								
001 Preconstruction Services	20 0 2 10 0 5 4 2 1 0 2 46 \$ 10,323	\$ 460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 460	\$ -	\$ -	\$ -	\$ -	\$ 10,783								
002 CM Services During Construction	540 12 6 960 130 120 4 24 12 4 4 1,816 \$ 377,906	\$ 18,160	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,160	\$ -	\$ -	\$ -	\$ -	\$ 28,160	\$ 406,066							
003 Post Construction Services	20 0 0 20 10 20 0 2 1 0 0 73 \$ 13,512	\$ 730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 730	\$ -	\$ -	\$ -	\$ -	\$ 14,242								
004 File Management Software Program		\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,750	\$ 2,750							
005 Public Outreach		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,200	\$ 13,200							
006 Labor Compliance Program		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,000	\$ 66,000							
007 Environmental Compliance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,900	\$ 31,900							
008 Materials Testing Services Escalation <sup>5</sup>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 88,000	\$ 88,000						
GRAND TOTAL	580 12 8 990 140 145 8 28 14 4 6 1,935 \$ 442,844	\$ 19,350	\$ 10,000	\$ 2,500	\$ 12,000	\$ 60,000	\$ 29,000	\$ 80,000	\$ 231,200	\$ 460	\$ 460	\$ 460	\$ 460	\$ 460	\$ 41,103								\$ 41,103

### Compensation Notes and Assumptions:

- 1) Cost proposal based on the following schedule - Phase 3 'Well Equipping' services will begin March 2024 and be completed by April 2025. This cost proposal assumes that our Field Observation services for Well 30 - Equipping and Well 29 TCP projects run concurrent and overlap for at least seven (7) months. Changes to this schedule warrants possible cost adjustment.
- 2) Rates are based on an assumed typical eight-hour first (i.e. day shift). If second shift (i.e. weekend and night) work is required, it will be subject to associated premium labor rates.
- 3) Estimated hours and totals by individual phases and tasks may need to be periodically rebalanced during the course of the contract and depending on actual workload.
- 4) Compensation to provide construction management and inspection services required for the project shall be on a time and material basis for the necessary personnel. The above cost proposal is developed to determine a "Not to Exceed" contract value. Personnel and billing rates to be finalized during negotiation period prior to the executed service agreement.
- 5) Escalation accounts for a 5% rate increase at the beginning of 2024 and 2025.
- 6) \$10 per hour Associated Project Costs (APC) includes costs for support items such as, but limited to, computers, email, telephone, cell phones, per diem, etc.
- 7) Company vehicle mileage will be charged at and adjusted to the current IRS approved standard mileage rate. The current rate is 65.5 cents per mile.
- 8) 10% Markup on Subconsultants and Outside Services.

# Scope of Work

The Consultant, Brown & Caldwell (BC) is pleased to present to the City of Manteca (City) the scope of work for construction management and inspection services for the Nile Garden Well 30 project (Project). Our scope of work based on our review of the documents provided in the Request for Proposals dated March 23, 2023.

Construction management, project management and project administration services will be performed from our office in Rancho Cordova, CA. Inspection and testing services will be performed on site.

All deliverables to the City produced by BC will be provided in the editable format that the document was produced in, predominantly Microsoft Word, Excel and Project, and AutoCAD. We will request editable documents when receiving and using documents from others, otherwise, documents from others will be delivered in the format in which they were provided to BC, predominantly PDF.

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## Phase 1 // Well Drilling

### Task 1.1 // Preconstruction Services

#### Sub-Task 1.1.1 // Review Contract Documents

BC will review contract documents including the plans, specifications, geotechnical reports, engineer's estimate, project schedule, agency and utility agreements, and environmental permits to become familiar with the Project.

#### Sub-Task 1.1.2 // Kickoff Meeting

BC will lead a kick-off meeting with the City and Design Engineer to establish lines of communication, discuss project design and schedule, and identify the responsibilities of each party. Meeting can be held in-person or virtually via MS Teams. Consultant will review contract administration procedures such as submittal and request for information (RFI) management and change order review and concurrence. Consultant will discuss the roles and responsibilities of the various City departments. BC will review any utility agreements, permit applications and/or right-of-way agreements.

**Deliverables:** Meeting agenda and minutes.

#### Sub-Task 1.1.3 // Preconstruction Meeting

BC will conduct an in-person preconstruction meeting with the City, Contractor, Design Engineer and major stakeholders. The City will provide meeting space and support technologies as needed. This meeting will review the project scope, contractual requirements, administrative processes, coordination efforts, specific project challenges.

**Deliverables:** Meeting agenda and minutes.

#### Sub-Task 1.1.4 // Preconstruction Photos

BC will record the pre-construction field conditions using digital photos.

**Deliverables:** Electronic copy of digital photos.

## Task 1.2 // Construction Management Services During Construction

### Sub-Task 1.2.1 // Monthly CM Invoicing and Reporting

BC will prepare and submit a monthly cover letter to the City's Project Manager concurrent with our monthly invoice. Our monthly report will summarize the CM tasks completed in the reporting period and CM budget.

**Deliverables:** Monthly report and CM invoicing.

#### Assumptions:

- Project duration for invoicing purposes is five (5) months.
- PM to spend two (2) hours per month reviewing and preparing invoices.
- Project Analyst (PA) to spend two (2) hours per month preparing invoices.
- Biller to spend one (1) hour per month issuing and transmitting invoices.

#### Sub-Task 1.2.2 // Schedule Review

While not responsible for the project's schedule, BC will review and evaluate the acceptability of the Contractor's construction schedule, including updates and revisions, in accordance with the Contract Documents. BC will utilize Microsoft Project or PDF copies of schedules to conduct reviews. This evaluation will include soliciting City staff comments for the initial schedule review. The review of the initial schedule will emphasize compliance with specified durations and constraints.

After acceptance of the baseline schedule, BC will conduct reviews of the Contractor's schedule updates to check that progress is acceptable, and variances are promptly addressed. When change orders are being negotiated, BC will evaluate the impact of change orders on the construction schedule to recommend eligible time extensions or reduction, depending upon whether there is an increase or decrease in the work.

**Deliverables:** Baseline and update schedule review comments

**Assumptions:**

- Review of up to five (5) schedule including baseline, updates, and time impact analysis schedules.
- CM to spend two (2) hours per review.

#### **Sub-Task 1.2.3 // Water Pollution Control and Environmental Stewardship Compliance**

BC will support the City with the Contractor's compliance with the project Water Pollution Control and Environmental Stewardship requirements. Primarily this includes Water Pollution Control Plan (WPCP), dust and noise control. BC will assist the City to review the contractor's WPCP and verify the Contractor's inspections of Best Management Practices (BMP) implementation, maintenance, and reporting in accordance with City guidelines. BC will review the contractor's reports and inform them if reports are late or missing. BC will also monitor dust and noise control mitigation measures.

**Deliverables:** WPCP review comments; non-compliance notices

#### **Sub-Task 1.2.4 // Health and Safety Compliance**

BC will review the Contractor's compliance with workplace safety and health standards and regulatory requirements. BC will coordinate with the Contractor for submittal of their Injury and Illness Prevention Plan. In this role, BC will verify that the Contractor has complied with the specifications and applicable regulations and has provided competent persons for on-site work. BC will inform the City of suspected safety violations. BC will also develop a Field Work Safety Plan (FWSP) that outlines the safety protocols that BC employees and subcontractors will follow when on site.

**Deliverables:** Copy of final FWSP upon request.

**Assumptions:**

- BC has no authority to exercise control over the Contractor in connection with their work or health or safety programs and precautions. Except to protect BC's own personnel and except as may be expressly required elsewhere in the scope of services, BC has no duty to inspect, observe, correct, or report on health or safety deficiencies of the Contractor.
- Safety Officer to spend three (3) hours preparing FWSP and one (1) hour auditing during construction.

#### **Sub-Task 1.2.5 // Coordination and Communication**

BC will be the main point of contact between the Contractor and the City Project Manager. BC will also assist in coordinating with other City Departments, utility companies, regulatory agencies, and other partners. BC will interact with the Contractor daily to be apprised of field activities, health and safety, and potential change in conditions. In conjunction with the Contractor and the City, BC will engage with utility companies during the USA, potholing, and construction phases. BC will conduct informal communications, generally on daily basis, with City staff. BC will track action items and responsible parties to proactively help resolve outstanding issues, eliminating extra costs or delays.

**Deliverables:** Documentation of key written and oral communications via email and memorandums to file.

**Sub-Task 1.2.6 // Progress Meetings**

BC will hold progress and special topic meetings. Progress meetings will be held with the City and the Contractor to review construction progress. The Contractor is required to provide a 3-week look ahead schedule to facilitate discussions and planning of current and near-future activities. BC will review status of submittals, RFIs, change orders, field orders, and permit compliance. BC will discuss project safety and public convenience and outreach items. BC will identify critical items and assign responsible parties, specific action items and timelines to help resolve items before they impact schedule or cost. Special topics meetings will be held to discuss focused project issues and typically involve more and different parties than regular progress meetings.

**Deliverables:** Written agenda and meeting minutes; current logs of outstanding submittals, RFIs, Field Orders, and potential change order (PCO)/contract change order (CCO).

**Assumptions:**

- BC to lead/attend a total of fifteen (15) progress and special topic meetings.
- CM and PA to spend an average of one (1) hour on each the meeting agenda and minutes.
- Meeting duration will average one (1) hour.
- Progress meetings will be held once a week for the first few months and then average bi-weekly until project completion.
- Progress meetings will be held via Microsoft Teams. Special topic meetings will be held via Microsoft Teams and on-site as needed.

**Sub-Task 1.2.7 // Pay Requests**

BC will manage, review, and provide recommendations to the City for approval of the Contractor's monthly payment applications. BC will meet with the Contractor to reconcile any differences between the amount requested and our estimate of work completed during the month. Prior to final recommendation submittal to the City, BC will check that the Contractor's as-built drawings and certified payroll submissions are current.

**Deliverables:** Reviewed monthly progress payment applications and backup documents.

**Assumptions:** Processing of up to 4 progress payments.

**Sub-Task 1.2.8 // Submittal Management**

BC will screen and track submittals. Screening will include review for completeness. The review does not extend to safety and mean and methods as those are the Contractor's responsibility. Submittals determined to be incomplete will be returned to the Contractor for re-submittal. Submittals determined to be reasonably complete will be transmitted to the City and Design Engineer for review. BC will distribute final review comments and return the submittal to the Contractor. For submittals returned to the Contractor that require resubmittal, the resubmittal shall be retained as an action item for discussion at the project meetings. BC will maintain a status log to help track compliance with specified review times.

**Deliverables:** PDF copies of final submittals. Current submittal log in progress meeting agendas.

**Assumptions:**

- Processing of up to twenty-five (25) submittals.

**Sub-Task 1.2.9 // RFI Management**

BC will screen and track RFIs. When possible, BC will provide information from Contract Documents back to the Contractor. When additional information or input are required, the request will be routed to the City and Design Engineer for resolution. BC will distribute final response and return the RFI to the Contractor. BC will maintain a status log to help track compliance with specified review times.

**Deliverables:** PDF copies of final RFIs. Current RFI log in progress meeting agendas.

**Assumptions:** Processing of up to ten (10) RFIs.

**Sub-Task 1.2.10 // Revised Documents and Field Orders**

BC will administer all change directives on the project. BC will formally document and transmit all changes to the Contract Documents to the Contractor. If changes originate in the field or from a RFI or submittal response, BC will formalize the change with a Field Order upon receiving concurrence from the City. If changes originate from the Engineer, the City will issue a formal design clarification that is routed through BC to the Contractor. BC will maintain a revised plan sheet log and use it to verify the Contractor's working set of plans and as-builts are up to date. This log will periodically be included in progress meeting agendas and reviewed at meetings.

**Deliverables:** Field Orders, current Field Order log in progress meeting agendas, and periodic revised plan sheet logs in progress meetings agendas.

**Sub-Task 1.2.11 // Investigate Differing Site Conditions**

When the Contractor identifies apparent changed conditions (as specified in the contract documents), BC will immediately document the conditions in detail using video and/or still photography, annotations on drawings and specifications, and samples of materials. BC will begin to track possible impacts on cost, productivity, schedule, and other variables related to the conditions. BC will coordinate a meeting with the Contractor and the City to determine necessary course of action to resolve the conditions encountered.

**Deliverables:** Written evaluation and initial assessment. Meeting minutes as applicable.

**Sub-Task 1.2.12 // Potential Change Order and Contract Change Order Management**

BC will manage the PCO/CCO process. We will evaluate and negotiate Contractor's PCO and make final recommendations to the City. BC will draft CCO packages for all City approved PCO's. BC will do the following:

- Maintain PCO/CCO log all potential and approved CCOs to better track and manage the construction budget.
- Review contract documents to determine validity of requested cost and/or time.
- Determine the appropriate method of payment.
- Coordinate with the City and Design Engineer to provide engineer's estimates.
- Review time-impact-analysis for CCOs involving requests for additional time.
- Obtain City concurrence prior to issuing a PCO and/or starting CCO work
- Authorize and record labor, equipment and materials used on force account work. Any force account work will be tracked on a Daily Extra Work Report or a report like a Daily Inspection Report.
- Submit CCO packages to the City for approval and final processing.
- Process and incorporate CCO work into the progress payment breakdown.

**Deliverables:** Current PCO/CCO log in progress meeting agenda. CCO documents for City's final approve and processing.

**Assumptions:** Review of up to five (5) Contractor PCOs and development of up to five (5) CCO packages.

**Sub-Task 1.2.13 // Potential Claims Management**

BC will take the lead in assisting the City to resolve contract claims throughout the duration of the contract. BC will log and respond to any Notice of Potential Claims and will prepare justification documents and supporting evidence regarding claims. BC will review Daily Reports for validity of contractor's claims. The information will be assembled into a memorandum and submit to the City for its review and use. BC will be available to provide additional support during negotiations as needed. Claims resolution work, if any, will be performed as an extra work item, because the amount of work cannot be determined ahead of time.

**Deliverables:** Copies of Notices of Potential Claims and responses. Claim justification memorandums and supporting documentation.

**Assumptions:** Review of one (1) potential claim.

**Sub-Task 1.2.14 // Field Observations**

BC will provide part-time on-site inspection as described in the assumptions below. When on site we will review and inspect the Contractor's work for compliance with the Contract Documents. BC will report nonconformance and construction deficiencies to the Contractor and the City. BC works collaboratively with the Contractor to take appropriate corrective actions, provide written confirmation to the Contractor, and document the completed work.

The Construction Inspector's primary services include the following:

- Provide written daily inspection reports (i.e., diaries) on all activities performed by the Contractor.
- Determine if the work and materials comply with contract documents.
- Review and confirm that traffic control devices are in accordance with approved plans and California Manual of Uniform Traffic Control Devices (MUTCD)
- Verify the contractor is implementing safety plan and safe practices in accordance with OSHA regulations.
- Schedule materials testing and specialty inspections and coordinate corrective measures as required for failing materials
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor
- Perform quantity calculations based on completed work
- Take progress photos of the work and field conditions
- Prepare punchlists and verify updates to as-built drawings as the work progresses

The Construction Manager's primary field responsibilities include the following tasks:

- Perform periodic site visits to observe the Contractor's work.
- Coordinate with the Inspector(s) to track progress, discuss and resolve field issues and provide engineering support
- Prepare, obtain approval from the City, and issue field orders, field clarifications and correction notices as needed
- Coordinate and schedule survey verification, monitoring and inspections related to environmental and encroachment permitting

**Deliverables:** Daily Reports with photos, copy of Field Orders and copy of punchlists.

**Assumptions:**

- BC assumes two hundred forty (240) hours of Construction Inspector time during the construction phase. This represents approximately of sixty (60) workings days of part-time on-site coverage.
- Daily reports will be provided only for days that Construction Inspector is on site performing observations.
- The presence of BC at a construction site, whether as an on-site representative, resident engineer, construction manager, or otherwise, does not make BC responsible for those duties that belong to the City, general contractor and/or subcontractors or others, and does not relieve the Contractor or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations.
- Any inspection or observation of the Contractor's work is solely for the limited purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of any Contractor.

**Task 1.2.15 // Well Development and Testing**

BC will collaborate with the Contractor and City staff at the beginning of the project to make sure that the construction sequencing plan considers well development, testing, and disinfection. Prior to receiving submittals, a meeting will be held with the City and the Contractor to review criteria for disposal of test water and acceptance test parameters. BC will perform the initial review of the Contractor's testing and disinfection plans to verify procedures are in accordance with the City's and AWWA standards, identifies proper disposal of testing water and includes applicable discharges permit. BC will monitor all operations and collect contractor's test reports.

**Deliverables:** Copies of Contractor's test results.

**Assumptions:** City or Contractor will perform all water quality sampling, testing, and reporting to Division of Drinking Water.

**Task 1.3 // Post Construction Services****Sub-Task 1.3.1 // Substantial and Final Completion Services**

Substantial and Final Completion services will include a site inspection to evaluate if the constructed facilities are complete and in compliance with Contract Documents. To accomplish this, BC will prepare and issue punchlists and inspect punch list item corrective actions for acceptability. As part of the punch list process, BC will review documents submitted by Contractor for contract compliance. BC will conduct substantial completion inspection with the Contractor, and then schedule, conduct, and complete final inspection with the City.

When punch list items are completed, BC will coordinate with the City to assess when it is appropriate to release payments and retention to Contractor. BC will confirm that final punch list items have been completed or resolved and confirm that all releases have been provided by Contractor for Subcontractors and suppliers. BC will then assist the City in preparing a Certificate of Completion, and assist the City in obtaining the bonds, guarantees, warranties, lien releases, operation and maintenance manuals, and record drawings from the Contractor.

**Deliverables:** Punchlists, contract compliance documentation, warranty, and lien tracking.

**Sub-Task 1.3.2 // Review and Submit As-Built Drawings**

At a project's completion BC will receive the Contractor's prepared as-built drawings and perform a final review for completion against our own record drawings. A reviewed copy of the Contractor's as-built drawings will be provided to the City and Design Engineer for final processing into official record drawings.

**Deliverables:** Reviewed copy of Contractor's approved As-Built Drawings in PDF format.

**Assumptions:** The City acknowledges that as-built drawings will be prepared, in part, based on information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. BC is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

**Sub-Task 1.3.3 // Prepare Final Payment Request and Retention Release Recommendation**

After acceptance, BC will prepare a proposed final estimate (PFE) to allow the Contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, BC will meet with the Contractor to attempt to agree on final payment for all contract items and change orders. If the Contractor still objects to the PFE, BC will assist the City in negotiating final settlement with the Contractor and process the final estimate.

**Deliverables:** Final estimate

**Sub-Task 1.3.4 // Deliver Final Project Files**

Project files will be maintained in electronic format. Files will always be available for the City to review. Electronic files will be packaged in accordance with the City's standard filing system and delivered at Final Completion.

**Deliverables:** Electronic copy of final project files on portable drive.

**Task 1.4 // File Management Software System**

BC will maintain project records using a file management software system called CMIS. CMIS will track and manage all anticipated project records including correspondence, minutes of meetings, submittals, test reports and data, certificates, permits, certified payrolls, cost accounting records, status reports (inspector's daily reports and monthly progress reports), photographs, claims files, proposed contract modifications (PCM), change orders, schedules, and progress estimates. Tracking logs will be maintained and distributed at progress meeting.

**Deliverables:** Up to twelve (12) user licenses, electronic copies of final project files on a portable drive.

**Assumptions:**

- Up to six (6) months of active service and eight (8) hours of training.
- Access to files for up one hundred and twenty (120) calendar days following the Notice of Completion.

**Task 1.5 // Public Outreach**

BC, along with Port City Marketing Systems (PCMS), will develop and implement a public outreach program. The program will include the following sub-tasks.

**Sub-Task 1.5.1 // Identification of Stakeholders**

We will work with City of Manteca and the Project Team to identify a geographic area of interest to the project. PCMS will research and develop a stakeholder database, which will be updated throughout the project with names from the public meeting sign-ins; information from the project team; and from telephone, email and personal contacts. The stakeholder database, which will be designed to meet State CEQA Guidelines and requirements for noticing, will also be coded according to interest and ongoing involvement/interaction with the project.

**Deliverables:** Stakeholder database, which will include recent Assessor rolls of property owners, will be updated quarterly or as additions and/or changes occur; and will include notations of stakeholder activity/involvement.

**Assumptions:** Up to twelve (12) labor hours.

**Sub-Task 1.5.2 // Hotlines (Telephone and Email)**

PCMS will staff telephone and email hotlines, maintain detailed records of each contact, and provide those records to the City and Project Team staff at frequent intervals.

**Deliverables:** Periodic records of hotline contacts.

**Assumptions:** Up to thirty-four (34) labor hours.

**Sub-Task 1.5.3 // Content for City Website**

PCMS will create website and social media content for the City website and other distributions channels. Project updates and other pertinent information will be developed in conjunction with the City Public Information Officer.

**Deliverables:** Graphics, fact sheets, FAQs project map, schedule, and other information regarding the project.

**Assumptions:** Up to fourteen (14) labor hours.

**Sub-Task 1.5.4 // Groundbreaking Ceremony**

PCMS will hold a groundbreaking ceremony to celebrate the start of the project. The ceremonies will be held at or in a facility nearby the project. PCMS will schedule the ceremonies; make all site arrangements; compose, design, and issue meeting notices to the stakeholder database; prepare and place advertising in local media; and prepare and send news releases to mainstream and alternative news media, after obtaining prior approval of the City and the project team manager. PCMS will also prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting proceedings; assist with preparing exhibits to illustrate concepts and plan elements; provide refreshments; provide Spanish-language translation, if indicated; and record public comments/assist with appropriate responses. PCMS will compile all comments and recommendations for administrative and public review in detailed summary meeting reports. PCMS will also include appropriate reporting. Preparation for the public meetings may include a "dry run" with the City and the project team, if desired. The dry run will review the format and information that will be presented at the public meetings.

**Deliverables:**

- First-class mailed meeting notices for the Public Information Meetings to the stakeholder database (See Sub-Task 1.5.1 - Identification of Stakeholders), news releases, advertising, agendas, comment sheets, sign-in sheets, a frequently asked questions document, signage, exhibits, meeting facilitation; and records of public comments and responses, meeting summaries, refreshments, and reports.
- Dry run meetings, if desired.
- Spanish-language translation, if indicated.

**Assumptions:** Up to seventy-three (73) labor hours and \$4,400 of other direct costs.

### Task 1.6 // Labor Compliance Program

BC, along with DCM Group (DCM), will develop and implement a labor compliance program (LCP). The program will include the following sub-tasks.

#### Sub-Task 1.6.1 // LCP Application and Approval Tracking

DCM will assist the City with getting the LCP approved by the Department of Industrial Relations (DIR). DCM will assist the City in drafting the Resolution for City Council approval. DCM submit draft LCP application to City staff for review and additional information. DCM will submit the final LCP application package, that includes the final Resolution and the administrative manual, to DIR. DCM will monitor the application during the DIR review period. DCM will review DIR comments and prepare responses within three working days.

**Deliverables:** Draft and approved versions of the LCP Application package.

**Assumptions:** DIR approval time is estimated at thirty (30) to ninety (90) days.

#### Sub-Task 1.6.2 // LCP Implementation and Monitoring

DCM will do the following:

- **Pre-Job Conference** – Hold a mandatory job start meeting (pre-job conference) or attend the preconstruction meeting with the Contractor and subcontractors listed in their bid documents prior to the start of work.
- **Certified Payroll Review** – Review for compliance the contractor and each subcontractor submitted weekly certified payroll records (CPRs) as required.
- **Apprentices** – Monitor contractors' compliance with the State Division of Apprenticeship Standards.
- **Monthly Jobsite Visits** – Conduct jobsite visits and interview all workers to verify workers prevailing wage rates and jobsite posting.
- **Monthly Reports** – Provide a monthly discrepancy report to the City and contractors outlining the LCP proficiency of each contractor participating on the project. The discrepancy report details weekly submission of CPR's DAS 140s, training funds, fringe benefit statements and all other related LCP submittal requirements.
- **Audits** – Conduct periodic audits and at the request of the Labor Commissioner to determine whether all trades workers on project sites have been paid according to the prevailing wage rates.
- **LCP Enforcement** – If the contractor or its subcontractor fails to comply to the provisions of section 1776 of the California Labor Code, DCM will recommend appropriate contract payment withhold to the City.
- **Forfeitures and DIR Reporting** – Determine forfeitures based on specific violations of the prevailing wage laws, whether collected by withholding from the contract amount, by suit under the contract, or both.
- **Hearing Preparation** – Gather and prepare appropriate documentation for the DIR hearing resolution, which includes employee interviews, Certified Payroll Reports, forfeiture calculations, contract correspondence and all other pertinent data. All data will be turned over to City's and their legal counsel.
- **Annual Report** – Prepare and submit to City Manteca and DIR the annual report of activities for each project.
- **LCP Document Management** – Maintain labor compliance documents information in the project files.
- **Request for Public Records** – Respond to requests for public records and submit documents to the City for mailing.

**Deliverables:** As noted above.

**Assumptions:** Four (4) monthly jobsite visits.

### Task 1.7 // Environmental Permit Compliance

BC, along with Area West Environmental, Inc. (AWE), will develop an environmental permit compliance program. The program will include the following sub-tasks.

#### Sub-Task 1.7.1 // Preconstruction Surveys

An AWE biologist will conduct site visit(s) to survey for nesting birds, raptors, and Swainson's hawks within the project area and a 500-foot buffer of the project area. The preconstruction survey will take place within seven days prior to the commencement of construction activities. The results of the surveys will be documented in a brief report. The report will contain the survey methods, results, a map showing any active nest observations, and photographs.

**Deliverables:** Survey report(s)

**Assumptions:**

- One (1) one (1) day survey of the well site.
- There will be no aquatic resources in the project area requiring fish monitoring (per Section 3.09 *Fish Protection* of the Project Specifications).

#### Sub-Task 1.7.2 // Nest Monitoring

If an active nest is discovered, AWE will identify the proposed distance for a non-disturbance buffer so that the construction team can stake, flag, or fence the area around it. AWE will conduct weekly site visits, until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting, to ensure the nest is not being disturbed by construction activities. If needed, AWE will coordinate with the California Department of Fish and Wildlife (CDFW) to determine the appropriate buffer zone size, monitoring frequency, and monitoring duration depending on the species identified, level of noise or disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

**Deliverables:** Site visit report(s)

**Assumptions:**

- Up to six (6) weekly site visits and up to twenty (20) hours of coordination with CDFW.
- This scope and cost estimate does not include cost for bird exclusion such as the installation of exclusion devices, nesting prevention measures, removal, and disposal of partially constructed and unoccupied nests on a regular basis to prevent their occupation, or any combination of these. An additional scope and cost estimate can be prepared for this task if needed.

#### Sub-Task 1.7.3 // Cultural Resource Support

Per Section 3.07 *Archaeological Resources* and Section 3.10 *Paleontological Resources* of the Project Specifications, in the unlikely event that either archaeological or paleontological resources are discovered, AWE will provide cultural resources support.

**Deliverables:** Site visit report(s)

**Assumptions:** Up to twenty-four (24) hours of support.

## Phase 2 // Final Design Support Services

As noted in the RFP, the City anticipates an up to six (6) month period after completion of well drilling for the final well equipping contract documents to be completed. During this period, BC will maintain our contract, continue communication with and support of the City, and perform a constructability review.

### Task 2.1 // CM Invoicing and Reporting

BC will prepare and submit a cover letter to the City's Project Manager concurrent with our invoice. Our report will summarize the CM tasks completed in the reporting period and CM budget.

**Deliverables:** Report and CM invoicing in PDF format.

#### Assumptions:

- Submit two (2) reports and invoices over the course of the six-month period.
- PM to spend two (2) hours per reviewing and preparing invoice.
- Project Analyst (PA) to spend two (2) hours per preparing invoice.
- Biller to spend one (1) hour issuing and transmitting invoice.

### Task 2.2 // Coordination and Communication

BC will maintain weekly communication with the City's PM to keep apprised of final design status and the need for further assistance from BC.

**Assumptions:** CM to spend an average of one (1) hour per week corresponding with City PM.

### Task 2.3 // Biddability and Constructability Review

BC will review the 90% design plans, specifications, environmental documents, permits, and geotechnical reports for biddability and constructability concerns.

Our biddability review considers, in part, whether all work is addressed in bid items, bid item quantities are consistent with the engineer's estimate, contractor/vendor qualifications are reasonable, "or equals" listed are comparable, propriety or sole sourced systems include a pre-negotiated price and scope of supply, and permit requirements and mitigation measures are clearly included.

Our constructability review consists of an interdisciplinary examination and consistency check of the contract documents to help identify conflicts that could lead to potential change orders during construction. For example, we look to see if site and schedule constraints have been identified and addressed, if geotechnical recommendations and quality controls responsibilities are fully integrated into the specifications, and if site piping design is in accordance with California Waterworks Standards for separation of potable and non-potable pipelines. We look for physical conflicts between mechanical, electrical, and structural elements. We also look to see if start-up, commissioning, and acceptance procedures for mechanical, electrical, and instrumentation systems are clearly defined.

**Assumptions:** Our review of draft contract documents does not ensure lower or better-quality bids and/or any quantified reduction of construction costs. Our review does not ensure or endorse the technical solution prepared by others. BC shall not be held responsible for review omissions that result in additional construction costs incurred during the prosecution of the Work.

**Deliverables:** Summary of findings in MS Excel spreadsheet accompanied by associated mark-up of plan sheets and specifications section.

## Phase 3 // Well Equipping (Optional Services)

### Task 3.1 // Preconstruction Services

#### Sub-Task 3.1.1 // Kickoff Meeting

Same as Sub-Task 1.1.2.

**Deliverables:** Same as Sub-Task 1.1.2.

#### Sub-Task 3.1.2 // Preconstruction Meeting

Same as Sub-Task 1.1.3.

**Deliverables:** Same as Sub-Task 1.1.3.

#### Sub-Task 3.1.3 // Preconstruction Photos

Same as Sub-Task 1.1.4.

**Deliverables:** Same as Sub-Task 1.1.4.

### Task 3.2 // CM Services During Construction

#### Sub-Task 3.2.1 // Monthly CM Invoicing and Reporting

Same as Sub-Task 1.2.1.

**Deliverables:** Same as Sub-Task 1.2.1.

##### Assumptions:

- Project duration for invoicing purposes is fourteen (14) months.
- Same as Sub-Task 1.2.1.
- Same as Sub-Task 1.2.1.
- Same as Sub-Task 1.2.1.

#### Sub-Task 3.2.2 // Schedule Review

Same as Sub-Task 1.2.2.

**Deliverables:** Same as Sub-Task 1.2.2.

##### Assumptions:

- Review of up to fourteen (14) schedule including baseline, updates, and time impact analysis schedules.
- Same as Sub-Task 1.2.2.

#### Sub-Task 3.2.3 // Water Pollution Control and Environmental Stewardship Compliance

Same as Sub-Task 1.2.3.

**Deliverables:** Same as Sub-Task 1.2.3.

#### Sub-Task 3.2.4 // Health and Safety Compliance

Same as Sub-Task 1.2.4.

**Deliverables:** Same as Sub-Task 1.2.4.

##### Assumption:

- Same as Sub-Task 1.2.4.
- Safety Officer to spend four (4) hours preparing FWSP and four (4) hour auditing during construction.

**Sub-Task 3.2.5 // Coordination and Communication**

Same as Sub-Task 1.2.5.

**Deliverables:** Same as Sub-Task 1.2.5.

**Sub-Task 3.2.6 // Progress Meetings**

Same as Sub-Task 1.2.6.

**Deliverables:** Same as Sub-Task 1.2.6.

**Assumptions:**

- BC to lead/attend a total of fifty (50) progress and special topic meetings.
- Same as Sub-Task 1.2.6.

**Sub-Task 3.2.7 // Pay Requests**

Same as Sub-Task 1.2.7.

**Deliverables:** Same as Sub-Task 1.2.7.

**Assumptions:** Processing of up to twelve (12) progress payments.

**Sub-Task 3.2.8 // Submittal Management**

Same as Sub-Task 1.2.8.

**Deliverables:** Same as Sub-Task 1.2.8.

**Assumptions:** Processing of up to one hundred thirty (130) submittals.

**Sub-Task 3.2.9 // RFI Management**

Same as Sub-Task 1.2.9.

**Deliverables:** Same as Sub-Task 1.2.9.

**Assumptions:** Processing of up to fifty (50) RFIs.

**Sub-Task 3.2.10 // Revised Documents and Field Orders**

Same as Sub-Task 1.2.10.

**Deliverables:** Same as Sub-Task 1.2.10.

**Sub-Task 3.2.11 // Investigate Differing Site Conditions**

Same as Sub-Task 1.2.11.

**Deliverables:** Same as Sub-Task 1.2.11.

**Sub-Task 3.2.12 // Potential Change Order (PCO) and Contract Change Order (CCO) Management**

Same as Sub-Task 1.2.12.

**Deliverables:** Same as Sub-Task 1.2.12.

**Assumptions:** Review of up to twenty (20) Contractor PCOs and development of up to fifteen (15) CCO packages.

**Sub-Task 3.2.13 // Potential Claims Management**

Same as Sub-Task 1.2.13.

**Deliverables:** Same as Sub-Task 1.2.13.

**Assumptions:** Review of two (2) potential claim.

**Sub-Task 3.2.14 // Field Observations**

Same as Sub-Task 1.2.14.

**Deliverables:** Same as Sub-Task 1.2.14.

**Assumptions:**

- We have assumed 1,440 hours of Construction Inspector time during the construction phase.
  - Same as Sub-Task 1.2.14
  - Same as Sub-Task 1.2.14
  - Same as Sub-Task 1.2.14

**Sub-Task 3.2.15 // Pressure Testing, Flushing, and Disinfection**

BC will collaborate with the Contractor and City staff at the beginning of the project so the construction sequencing plan considers testing, disinfection, and activation of new mains. Prior to receiving submittals, a meeting will be held with the City and the Contractor to review criteria for disposal of test water and acceptance test parameters. BC will perform the initial review of the Contractor's testing and disinfection plans to verify procedures are in accordance with the County's and AWWA standards, identifies proper disposal of testing water and includes applicable discharge permit. BC will observe all pressure tests, flushing and disinfection operations are completed and documented. BC will coordinate with City Water to measure residual, sample, and record test result.

**Deliverables:** Copies of Contractor's pressure test results and disinfection process documentation.

**Assumptions:** City will perform all water quality sampling, testing, and reporting.

**Sub-Task 3.2.16 // Start-up and Commissioning Assistance**

BC will assist the City in preparing for and overseeing the testing, start-up, and commissioning phase of the project. Will coordinate with the Contractor and the designer for comprehensive start-up and testing plans are submitted and approved. We will assist the team in the Division of Drinking Water inspection and approval process.

**Assumptions:** Contractor responsible for planning, execution and documentation of start-up and commissioning activities. City and Design Engineer will be responsible for review and approval of start-up and commission plans, results, and final reports.

**Task 3.3 // Post Construction Services****Sub-Task 3.3.1 // Substantial and Final Completion Services**

Same as Sub-Task 1.3.1.

**Deliverables:** Same as Sub-Task 1.3.1.

**Sub-Task 3.3.2 // Final Operation and Maintenance (O&M) Manual Management**

BC will log and track final O&M Manuals in a similar fashion as submittals. BC will perform an initial review to verify that all the required information is included, such as manufacturer's local representative, operating instructions, preventative and corrective maintenance procedures, parts identification, warranty, and testing

forms. After final acceptance testing, BC will verify that all test results and warranties are included in final O&M Manuals prior to submittal to the City.

**Deliverables:** O&M Manual review comments, final O&M Manuals in PDF format.

**Sub-Task 3.3.3 // Review and Submit As-Built Drawings**

Same as Sub-Task 1.3.2.

**Deliverables:** Same as Sub-Task 1.3.2.

**Sub-Task 3.3.4 // Prepare Final Payment Request and Retention Release Recommendation**

Same as Sub-Task 1.3.3.

**Deliverables:** Same as Sub-Task 1.3.3.

**Sub-Task 3.3.5 // Deliver Final Project Files**

Same as Sub-Task 1.3.4.

**Deliverables:** Same as Sub-Task 1.3.4.

**Task 3.4 // File Management Software System**

Same as Task 1.4.

**Deliverables:** Same as Task 1.4.

**Assumptions:**

- Up to eighteen (18) months of active service and eight (8) hours of training.
- Access to files for up one hundred and twenty (120) calendar days following the Notice of Completion.

**Task 3.5 // Public Outreach**

BC, along with Port City Marketing Systems (PCMS), will develop and implement a public outreach program. The program will include the following sub-tasks.

**Sub-Task 3.5.1 // Identification of Stakeholders**

Same as Sub-Task 1.5.1.

**Deliverables:** Same as Sub-Task 1.5.1.

**Assumptions:** Up to four (4) labor hours.

**Sub-Task 3.5.2 // Hotlines (Telephone and Email)**

Same as Sub-Task 1.5.2.

**Deliverables:** Same as Sub-Task 1.5.2.

**Assumptions:** Up to ten (10) labor hours.

**Sub-Task 3.5.3 // Content for City Website**

Same as Sub-Task 1.5.3.

**Deliverables:** Same as Sub-Task 1.5.3.

**Assumptions:** Up to five (5) labor hours.

**Sub-Task 3.5.4 // Ribbon Cutting Ceremony**

Same as Sub-Task 1.5.4 except replace first sentence with "PCMS will hold a ribbon cutting ceremony to celebrate the conclusion of the project.

**Deliverables:** Same as Sub-Task 1.5.4.

**Assumptions:** Up to seventy (70) labor hours and \$4,400 of other direct costs.

**Task 3.6 // Labor Compliance Program**

BC, along with DCM Group (DCM), will develop and implement a labor compliance program (LCP). The program will include the following sub-tasks.

**Sub-Task 3.6.1 // LCP Contract Review**

DCM will assist BC and the City with the review of Contract Documents and the Notice to Inviting bidders to help ensure compliance with Proposition 84 funding requirements.

**Deliverables:** Edits and updates as needed for the City to implement into final documents.

**Sub-Task 3.6.2 // LCP Implementation and Monitoring**

Same as Sub-Task 1.6.2 except add the following –

- Pre-Bid Meeting – Attend pre-bid meeting to inform contractors of their prevailing wages and labor law obligations.

**Deliverables:** Same as Sub-Task 1.6.2.

**Assumptions:** Twelve (12) monthly jobsite visits.

**Task 3.7 // Environmental Permit Compliance**

BC, along with Area West Environmental, Inc. (AWE), will develop an environmental permit compliance program. The program will include the following sub-tasks.

**Sub-Task 3.7.1 // Preconstruction Surveys**

Same as Sub-Task 1.7.1.

**Deliverables:** Same as Sub-Task 1.7.1.

**Assumptions:**

- Five (5) one (1) day survey of the well site.
- There will be no aquatic resources in the project area requiring fish monitoring (per Section 3.09 *Fish Protection* of the Project Specifications).

**Sub-Task 3.7.2 // Nest Monitoring**

Same as Sub-Task 1.7.2.

**Deliverables:** Same as Sub-Task 1.7.2.

**Assumptions:** Same as Sub-Task 1.7.2.

**Sub-Task 3.7.3 // Cultural Resource Support**

Same as Sub-Task 1.7.3.

**Deliverables:** Same as Sub-Task 1.7.3

**Assumptions:** Same as Sub-Task 1.7.3

**Task 3.8 // Materials Testing Services**

BC, along with Twining, Inc., will provide materials testing and specialty inspections. Testing type and frequencies will be in accordance with the project's technical specifications and the City's standards. Materials will be accepted by field testing, and/or by the CM based on the manufacturer's certificate of compliance. Efforts for this project will primarily focus on sampling and testing of soil, asphalt, concrete, rebar, cement masonry block, grout, and coatings. We will maintain a log of all tests and retests and provide a signed final report that summarizes all test results statement of conformity with the plans and specifications.

**Deliverables:** Periodic submittal of testing logs and final testing report in PDF format.

**Assumptions:**

- Materials testing and specialty inspections will be performed for quality assurance purposes. The Contractor shall still be held responsible for quality control of materials incorporated into the work and work performed.
- Since final contract documents for the Well Equipping project have not been provided, this scope and cost estimate is based on experience with similar projects. BC reserves the right to reevaluate scope and cost for this task.

# Time of Performance

**Phase 1 – Well Drilling**

BC's proposal is based upon an assumption that the Contractor's Notice to Proceed will be issued in August 2023. Accordingly, BC preconstruction services will start in July 2023 and post-construction services will be completed by the end of November 2023.

**Phase 2 – Final Design Support Services**

BC's proposal is based upon a six-month period for the Well Equipping documents to be completed between October 2023 and March 2024.

**Phase 3 – Well Equipping (Optional Services)**

BC's proposal is based upon an assumption that the Contractor's Notice to Proceed will be issued in April 2024 and have a construction duration of twelve (12) months. Accordingly, BC preconstruction services will start in March 2024 and post-construction services will be completed by the end of April 2025.

CM and Inspection Services for Nile Garden Well 30 Project

## Scope of Work

## Fee Estimate

#### Compensation Notes and Assumptions:

- 1) Cost proposal based on the following schedule - Phase 1 "Well Drilling" services will begin July 2023 and be completed by Nov 2023. Phase 2 "Final Design Support Services" will begin Oct 2023 and be complete by March 2024. Phase 3 "Well Equipping" services will begin March 2024 and be completed by April 2025. Changes to this schedule warrants possible cost adjustment.
- 2) Rates are based on an assumed typical eight-hour first (i.e., day) shift. If second shift (i.e., weekend and night) work is required, it will be subject to associated premium labor rates.
- 3) Estimated hours and totals by individual phases and tasks may need to be periodically rebalanced during the course of the contract and depending on actual workload.
- 4) Compensation to provide construction management and inspection services required for the project shall be on a time and material basis for the necessary personnel. The above cost proposal is developed to determine a "Not to Exceed" contract value. Personnel and billing rates to be finalized during negotiation period prior to the executed service agreement.
- 5) Rates will be adjusted by 5% escalation at the beginning of 2024 and then again in 2025. Escalation included as line item for Phase 3 "Well Equipping"
- 6) \$10 per hour Associated Project Costs (APC) includes costs for support items such as, but limited to, computers, email, telephone, cell phones, per diem, etc.
- 7) Company vehicle mileage will be charged at and adjusted to the current IRS approved standard mileage rate. The current rate is 65.5 cents per mile.
- 8) 10% Markup on Subconsultants and Outside Services.

Brown AND Caldwell



## CERTIFICATE OF LIABILITY INSURANCE

5/31/2025

DATE (MM/DD/YYYY)  
5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No.):
INSURED	1052132 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Fire Insurance Company INSURER B : Hartford Accident and Indemnity Company INSURER C : Lloyds of London INSURER D : Twin City Fire Insurance Company INSURER E : Hartford Underwriters Insurance Company INSURER F :	NAIC # 19682 22357 29459 30104

COVERAGES *		CERTIFICATE NUMBER: 20131011		REVISION NUMBER: XXXXXXXX			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)      POLICY EXP (MM/DD/YYYY)      LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			37CSSEQU1172	5/31/2024      5/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
A E A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			37CSSEQU1173 37CSSEQU1174 37CSSEQU1175	5/31/2024 5/31/2024 5/31/2025 5/31/2024	5/31/2025 5/31/2025 5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB	OCCUR	CLAIMS-MADE	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	Y/N N/A	37WNQQU1170 37WBRQQU1171	5/31/2024 5/31/2024	5/31/2025 5/31/2025	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA2400482	5/31/2024	5/31/2025	\$2,000,000 PER CLAIM & AGGREGATE
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ***SEE ATTACHED***							

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

20131011  
MAN-26  
CITY OF MANTECA  
ATTN: ELBA MIJANGO  
1001 W CENTER STREET  
MANTECA CA 95337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ATTACHMENT 9

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

RE: BC SID 150753 PN 195178 – CIP: 22058 – WELL 29 TCP TREATMENT. THE CITY OF MANTECA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. SEPARATION OF INSUREDS CLAUSE APPLIES TO GENERAL AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, WORKERS' COMPENSATION/EMPLOYER'S LIABILITY AND PROFESSIONAL LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

Miscellaneous Attachment: M477226 Certificate ID: 20131011

**BROWN AND CALDWELL**

CARRIER: LLOYD'S OF LONDON  
POLICY NUMBER: LDUSA2400482  
EFFECTIVE: 5/31/2024-2025  
AM BEST NUMBER: 085202  
AM BEST RATING: A XV

**LLOYD'S SYNDICATES:**

<u>LLOYD'S SYNDICATES:</u>	<u>ALIEN ID Number:</u>
Renassiance Re #1458	AA-1120102
Munitus #7805	AA-1120067
Faraday #435	AA-1126435
Hamilton #4000	AA-1126005
Liberty #4472	AA-1126006

Attachment Code: D465358 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Policy Number: 37CSEQU1172**  
**Policy Term: 5/31/2024 to 5/31/2025**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT -  
OPTION II**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):	Designated Project(s) or Location(s) of Covered Operations:
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT

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

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
  - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
  - b. In connection with your premises owned by or rented to you and shown in the Schedule; or
  - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
    1. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
    2. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

1. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.

**A. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:**

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and
3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

**B. With respect to the insurance afforded to the additional insureds under this endorsement, the following additional exclusion applies:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and

Attachment Code: D465358 Certificate ID: 20131011

2. Supervisory, inspection, architectural or engineering activities.

**A. Limits of Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III - Limits of Insurance** does not apply.

**B. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit**

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

**1. Notice Of Occurrence Or Offense**

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

**2. Notice Of Claim**

If a claim is made or "suit is brought" against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**3. Assistance And Cooperation Of The Insured**

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**4. Obligations At The Additional Insureds Own Cost**

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**5. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**6. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs 1. and 2. apply to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

**C. Other Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

**1. Primary Insurance**

Attachment Code: D465358 Certificate ID: 20131011

**d. Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary we will share with all that other insurance by the method described in 3. below.

**e. Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph 2. below.

**2. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**f. Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**g. Premises Rented to You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**h. Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**i. Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**j. Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury Or Property Damage Liability; or

**k. When You Are Added As An Additional Insured To Other Insurance**

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**3. Method of Sharing**

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Attachment Code: D465344 Certificate ID: 20131011

**Named Insured:** BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES

**Carrier:** Hartford Fire Insurance Company

**Policy Number:** 37CSEQU1172

**Policy Term:** 5/31/2024 to 5/31/2025

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**8. Transfer of Rights of Recovery Against Others to Us**

**Waiver of Rights of Recovery (Waiver of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Attachment Code: D465353 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1172**  
**Policy Term: 5/31/2024 to 5/31/2025**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

Miscellaneous Attachment: M558458 Certificate ID: 20131011

Named Insured: Brown and Caldwell

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1172

Policy Term: 5/31/2020 to 5/31/2021

**Primary and Non-Contributory Policy Language**

**Section IV – Commercial General Liability Conditions**

2. Duties in the Event of Occurrence, Offense, Claim or Suit

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

Attachment Code: D465338 Certificate ID: 20131011

**POLICY NUMBER: 37CSEQU1173**  
**POLICY TERM: 5/31/2024 - 5/31/2025**

**COMMERCIAL AUTOMOBILE**  
**HA 99 16 12 21**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL AUTOMOBILE BROAD FORM  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

**1. BROAD FORM INSURED**

Paragraph .1. - WHO IS AN INSURED – of Section II - Liability Coverage is amended to add the following:  
g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and
- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply: If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance: If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss: If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

Attachment Code: D465342 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1173**  
**Policy Term: 5/31/2024 to 5/31/2025**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

Attachment Code: D465339 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1173**  
**Policy Term: 5/31/2024 to 5/31/2025**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

**Named Insured: BROWN AND CALDWELL**

**Carrier: Hartford Fire Insurance Company**

**Policy Number: 37CSEQU1173**

**Term: 5/31/2024 - 5/31/2025**

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

Attachment Code: D465340 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Accident and Indemnity Company & Twin City Fire Insurance Company**  
**Policy Number: 37WNQU1170 & 37WBRQU1171**  
**Policy Term: 5/31/2024 to 5/31/2025**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85



## CERTIFICATE OF LIABILITY INSURANCE

5/31/2025

DATE (MM/DD/YYYY)

5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. ExU): E-MAIL ADDRESS:	FAX (A/C. No.):
INSURED	1052132 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Hartford Accident and Indemnity Company INSURER C: Lloyds of London INSURER D: Twin City Fire Insurance Company INSURER E: Hartford Underwriters Insurance Company INSURER F:	NAIC # 19682 22357 29459 30104

COVERAGES *		CERTIFICATE NUMBER: 19618274		REVISION NUMBER: XXXXXXX			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	37CSEQU1172	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
A	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	Y	37CSEQU1173 37CSEQU1174 37CSEQU1175	5/31/2024 5/31/2024 5/31/2024	5/31/2025 5/31/2025 5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
	UMBRELLA LIAB EXCESS LIAB		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX	
B	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	37WNQU1170 37WBRQU1171	5/31/2024 5/31/2024	5/31/2025 5/31/2025	X PER STATUTE \$ 2,000,000 E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	
C	PROFESSIONAL LIABILITY	N	N	LDUSA2400482	5/31/2024	5/31/2025	\$2,000,000 PER CLAIM & AGGREGATE
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ***SEE ATTACHED***							

CERTIFICATE HOLDER

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ATTACHMENT 9

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

RE: BC SID 106345 PN 169901 – CIP 21034: NILE GARDEN WELL 30 WATER SUPPLY PROJECT. THE CITY OF MANTECA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY AND AUTO LIABILITY INCLUDES SEVERABILITY OF INTERESTS. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, WORKERS' COMPENSATION/EMPLOYER'S LIABILITY AND PROFESSIONAL LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

Attachment Code: D465358 Certificate ID: 19618274

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Policy Number: 37CSEQU1172**  
**Policy Term: 5/31/2024 to 5/31/2025**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT -  
OPTION II**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):	Designated Project(s) or Location(s) of Covered Operations:
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT

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

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
  - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
  - b. In connection with your premises owned by or rented to you and shown in the Schedule; or
  - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
    1. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
    2. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
1. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.

**A. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:**

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and
3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

**B. With respect to the insurance afforded to the additional insureds under this endorsement, the following additional exclusion applies:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and

Attachment Code: D465358 Certificate ID: 19618274

2. Supervisory, inspection, architectural or engineering activities.

**A. Limits of Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III - Limits of Insurance** does not apply.

**B. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit**

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

**1. Notice Of Occurrence Or Offense**

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

**2. Notice Of Claim**

If a claim is made or "suit is brought" against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**3. Assistance And Cooperation Of The Insured**

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**4. Obligations At The Additional Insureds Own Cost**

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**5. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**6. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs 1. and 2. apply to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

**C. Other Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

**1. Primary Insurance**

Attachment Code: D465358 Certificate ID: 19618274

**d. Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary we will share with all that other insurance by the method described in 3. below.

**e. Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph 2. below.

**2. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**f. Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**g. Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**h. Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**i. Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**j. Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury Or Property Damage Liability; or

**k. When You Are Added As An Additional Insured To Other Insurance**

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**3. Method of Sharing**

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Attachment Code: D465344 Certificate ID: 19618274

**Named Insured:** BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES

**Carrier:** Hartford Fire Insurance Company

**Policy Number:** 37CSEQU1172

**Policy Term:** 5/31/2024 to 5/31/2025

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **8. Transfer of Rights of Recovery Against Others to Us**

###### **Waiver of Rights of Recovery (Waiver of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Attachment Code: D465338 Certificate ID: 19618274

**POLICY NUMBER: 37CSEQU1173**  
**POLICY TERM: 5/31/2024 - 5/31/2025**

**COMMERCIAL AUTOMOBILE**  
**HA 99 16 12 21**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL AUTOMOBILE BROAD FORM  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

**1. BROAD FORM INSURED**

Paragraph 1. - WHO IS AN INSURED – of Section II - Liability Coverage is amended to add the following:  
g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and
- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply: If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.  
Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance: If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss: If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

Attachment Code: D465342 Certificate ID: 19618274

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1173**  
**Policy Term: 5/31/2024 to 5/31/2025**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

Attachment Code: D500998 Certificate ID: 19618274

**Named Insured: BROWN AND CALDWELL**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1173**  
**Term: 5/31/2024 - 5/31/2025**

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

Attachment Code: D465343 Certificate ID: 19618274

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Accident and Indemnity Company & Twin City Fire Insurance Company**  
**Policy Number: 37WNQU1170 and 37WBRQU1171**  
**Policy Term: 5/31/2024 to 5/31/2025**

**Waiver of Our Right to Recover From Others Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

**SCHEDULE**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Miscellaneous Attachment: M477226 Certificate ID: 19618274

**BROWN AND CALDWELL**

CARRIER: LLOYD'S OF LONDON  
POLICY NUMBER: LDUSA2400482  
EFFECTIVE: 5/31/2024-2025  
AM BEST NUMBER: 085202  
AM BEST RATING: A XV

**LLOYD'S SYNDICATES:**

**LLOYD'S** **SYNDICATES:** **ALIEN ID Number:**

Renassiance Re #1458 AA-1120102

Munitus #7805 AA-1120067

Faraday #435 AA-1126435

Hamilton #4000 AA-1126005

Liberty #4472 AA-1126006



## CERTIFICATE OF LIABILITY INSURANCE

5/31/2024

DATE (MM/DD/YYYY)  
12/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED 1052132	BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Property and Casualty Ins Co of Hartford INSURER C: Lloyds of London INSURER D: Twin City Fire Insurance Company INSURER E: Hartford Underwriters Insurance Company INSURER F:	NAIC # 19682 34690 29459 30104

COVERAGES \* CERTIFICATE NUMBER: 20131011 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR (INS'D/WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	37CSEQU1172	5/31/2023	5/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A E A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	37CSBQU1173 37CSEQU1174 37CSEQU1175	5/31/2023 5/31/2023 5/31/2023	5/31/2024 5/31/2024 5/31/2024	COMBINED SINGLE LIMIT (per accident) \$ 2,000,000 BODILY INJURY (per person) \$ XXXXXXXX BODILY INJURY (per accident) \$ XXXXXXXX PROPERTY DAMAGE (per accident) \$ XXXXXXXX OTHER: \$ XXXXXXXX	
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX OTHER: \$ XXXXXXXX	
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	37WNQQU1170 37WBRQU1171	5/31/2023 5/31/2023	5/31/2024 5/31/2024	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA2300482	5/31/2023	5/31/2024	\$2,000,000 PER CLAIM & AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*\*\*SEE ATTACHED\*\*\*

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

20131011 MAN-26 CITY OF MANTECA ATTN: ELBA MIJANGO 1001 W CENTER STREET MANTECA CA 95337	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Joseph M. Agnello</i>

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## ATTACHMENT 9

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

RE: BC SID 150753 PN 195178 – CIP: 22058 – WELL 29 TCP TREATMENT. THE CITY OF MANTECA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. SEPARATION OF INSUREDS CLAUSE APPLIES TO GENERAL AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, WORKERS' COMPENSATION/EMPLOYER'S LIABILITY AND PROFESSIONAL LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

Miscellaneous Attachment: M477226 Certificate ID: 20131011

BROWN AND CALDWELL

CARRIER: LLOYD'S OF LONDON  
POLICY NUMBER: LDUSA2300482  
EFFECTIVE: 5/31/2023-2024  
AM BEST NUMBER: 085202  
AM BEST RATING: A XV

LLOYD'S SYNDICATES:

LLOYD'S SYNDICATES: ALIEN ID Number:

Renassiance Re #1458	AA-1120102
Munitus #7805	AA-1120067
Faraday #435	AA-1126435
Hamilton #4000	AA-1126005

Attachment Code: D465358 Certificate ID: 20131011

**POLICY NUMBER:** 37CSEQU1172**POLICY TERM:** 5/31/2023 - 5/31/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT -**

**OPTION II**

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Designated Project(s) or Location(s) Of Covered Operations:</b>
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT

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

<p><b>A. Section II - Who Is An Insured</b> is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:</p> <ol style="list-style-type: none"> <li>1. Your acts or omissions or the acts or omissions of those acting on your behalf:           <ol style="list-style-type: none"> <li>a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;</li> <li>b. In connection with your premises owned by or rented to you and shown in the Schedule; or</li> <li>c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>(1) The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and</li> <li>(2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".</li> </ol> <p><b>B. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:</b></p> <ol style="list-style-type: none"> <li>1. During the policy period; and</li> <li>2. Subsequent to the execution of such written contract or written agreement; and</li> </ol>
Form GH 30 81 05 11	Page 1 of 3

Attachment Code: D465358 Certificate ID: 20131011

3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

C. With respect to the insurance afforded to these additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

#### D. Limits of Insurance

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in Section III — Limits of Insurance does not apply.

#### E. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in Section IV - Conditions is replaced by the following and applies to the additional insured shown in the Schedule:

##### 1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

##### 2. Notice Of Claim

If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and

- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

#### 3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

#### 4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

#### 6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. applies to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;

Attachment Code: D465358 Certificate ID: 20131011

- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

#### F. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition in **Section IV - Conditions** is replaced by the following:

##### 1. Primary Insurance

###### a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in 3. below.

###### b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph 2. below.

##### 2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

###### a. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

###### b. Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

###### c. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

###### d. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to

the extent not subject to Exclusion g. of Section I — Coverage A — Bodily Injury And Property Damage Liability;

###### e. Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A -Bodily Injury And Property Damage Liability; or

###### f. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### 3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Attachment Code: D465344 Certificate ID: 20131011

**Named Insured:** BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES

**Carrier:** Hartford Fire Insurance Company

**Policy Number:** 37CSEQU1172

**Policy Term:** 5/31/2023 to 5/31/2024

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**8. Transfer of Rights of Recovery Against Others to Us**

**Waiver of Rights of Recovery (Waiver of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Attachment Code: D465353 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1172**  
**Policy Term: 5/31/2023 to 5/31/2024**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**IH 12 00 11 85**

Attachment Code: D465338 Certificate ID: 20131011

**POLICY NUMBER: 37CSEQU1173**  
**POLICY TERM: 5/31/2023 - 5/31/2024**

**COMMERCIAL AUTOMOBILE**  
HA 99 16 12 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

Paragraph .1. - WHO IS AN INSURED – of Section II - Liability Coverage is amended to add the following:

##### **g. Additional Insured if Required by Contract**

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto." The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and
- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply: If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or

- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

##### **(3) Additional Insureds Other Insurance:** If we cover a claim or "suit" under this

Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

##### **(4) Duties in The Event Of Accident, Claim, Suit or Loss:** If you have agreed in a written contract

or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

Attachment Code: D465342 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**

**Carrier: Hartford Fire Insurance Company**

**Policy Number: 37CSEQU1173**

**Policy Term: 5/31/2023 to 5/31/2024**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

Attachment Code: D465339 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**

**Carrier: Hartford Fire Insurance Company**

**Policy Number: 37CSEQU1173**

**Policy Term: 5/31/2023 to 5/31/2024**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

Attachment Code: D500998 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL**

**Carrier: Hartford Fire Insurance Company**

**Policy Number: 37CSEQU1173**

**Term: 5/31/2023 - 5/31/2024**

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

Attachment Code: D465343 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Property and Casualty Ins Co of Hartford & Twin City Fire Insurance Company**  
**Policy Number: 37WNQU1170 and 37WBRQU1171**  
**Policy Term: 5/31/2023 to 5/31/2024**

**Waiver of Our Right to Recover From Others Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

**SCHEDULE**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Attachment Code: D465340 Certificate ID: 20131011

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Property and Casualty Ins Co of Hartford & Twin City Fire Insurance Company**  
**Policy Number: 37WNQU1170 & 37WBRQU1171**  
**Policy Term: 5/31/2023 to 5/31/2024**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**IH 12 00 11 85**

**EXHIBIT 1****Insurance Requirements for Professional Services****INSURANCE REQUIREMENTS**

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

**Minimum Limits of Insurance:** Coverage shall be at least as broad as:

**Commercial General Liability**

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

**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:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:  
"City of Manteca, its officers, officials, employees, agents, and volunteers".

**Worker's 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.

**Professional Liability (Errors and Omissions)**

Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. 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.
2. 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.

3. 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.
4. 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.

**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.

**Notice of Cancellation**

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

**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

**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.

**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.

**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.