

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 24th day of July, 2023, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and Brown & Caldwell, a California corporation ("Consultant").

RECITALS

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

AGREEMENT

1. Scope of Services. Consultant shall provide construction management and inspection services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated June 2023, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the construction management and inspection services is sometimes referred to herein as "the Project."

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

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than September 30, 2025. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed two-hundred and six thousand, eight-hundred and sixty-seven DOLLARS (\$ 206,867). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

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

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

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

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

8. Ownership of Documents; Confidentiality.

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

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

9. Consultant's Books and Records.

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

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

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

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

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

11. Interest of Consultant.

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

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

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

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

12. Professional Ability of Consultant.

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

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

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

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

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

16. Insurance Requirements.

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

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

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with

respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.

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

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

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

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

If to City:	City of Manteca 1001 W. Center Street Manteca, CA 95337 Attention: Elba Mijango, Associate Engineer
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If to Consultant: Brown & Caldwell
11020 White Rock Rd, Suite 200
Rancho Cordova, CA 95670
Attention: Elizabeth Durazo, Principal-in-Charge

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

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

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

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

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

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

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

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

mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

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

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

28. Prohibited Interests.

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

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

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

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

31. Exceptions. Consultant makes the following exceptions to Attachment 4 . Insurance Requirement for Professional Services.

- Commercial General Liability Additional Insured Endorsement shall be on 2001 or earlier, or equivalent.
- Other Insurance Provisions, Consultant's insurance at least as broad as CG 20 10 and CG 20 37, or equivalents.
- Waiver of Subrogation, Consultant hereby grants to The City of Manteca a waiver of any right to subrogation, except for professional liability.

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

CITY OF MANTECA:


Tom Lundgren
City Manager

ATTEST:


Cassandra Candini-Tilton,
Director of Legislative Services

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=brown, DC=com
Location: Sacramento, CA
Reason: I am executing this document
Contact Info: aross@brownandcald.com
Date: 2023.07.05 16:37:30-07'00'

By:

(Signature)

Adam Ross, Vice President

(Type name and title)

COUNTERSIGNED:

By:

(Signature)


Jared Hansen,
Deputy Director of Finance

(Type name and title)

COUNTERSIGNED:

Address:

11020 White Rock Road, Suite 200


Dawn Cortesi,
Interim Director of Human Resources

Rancho Cordova, CA, 95670

Telephone:

(916) 444-0123

APPROVED AS TO FORM:


L. David Nefouse,
City Attorney


Daniella G. Green
Assistant City Attorney

ATTACHMENT 1
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS (RFP)



RFP
Construction Management and
Inspection Services for

The Nile Garden Well 30 Water
Supply Project CIP 21034

Issued: March 23, 2023

Electronic Proposals are Due:

April 13, 2023 at 5:00 pm PST

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1 Introduction

The City of Manteca (City) is soliciting electronic proposals for Construction Management and Inspection Services (Services) for the Nile Garden Well 30 Water Supply Project (Project). The Project consists of two construction phases, as detailed below:

1. **Potable Water Well Drilling Phase, which includes** well drilling, casing installation, production testing, water sampling/testing, and coordination with local residents. This phase will require social media posts to inform the public of project progress, and road closures, as needed. This phase will be advertised for bidding in April 2023; and
2. **Well Equipping Phase, which includes** construction of well building, site development, electrical, instrumentation, arsenic treatment system, backup generator, landscaping around well site, site fencing, connection and coordination at Nile Garden Elementary School, and pipeline installation. This project will require social media posts to inform the public of project progress, and road closures when needed.

Please note that there may be a gap of up to six months between each project phase. The City will work diligently to ensure the time gap between each project phase is minimized. Refer to **Table 1** for RFP deadlines. Project background is included below:

- The City of Manteca and the Manteca Unified School District (MUSD) have collaborated to obtain a grant totaling approximately \$5 million from the State Water Resources Control Board to construct the Project and provide potable drinking water to Nile Garden Elementary School.
- The City will be the Lead Agency for implementation and construction of this Project.
- The new well will be designed for a production capacity of approximately 1,500 gallons per minute (gpm). The proposed well will require arsenic treatment.

The project plans and specifications were prepared by Wood Rodgers, and State and local funds are being utilized to finance the project.

Services to be provided include:

- Construction management
- Contractor oversight
- Field Inspection services
- Project document management and tracking

1.1 RFP Submittal Timeline

Time is of the essence with respect to this contract. Please refer to **Table 1** for deadlines. The successful proposer should be able to perform all required tasks set forth in the Scope of Services section.

Table 1: RFP Deadlines

Milestone	Deadline
RFP Issued	March 23, 2023
Deadline for Clarifications/Inquiries	April 5, 2023 at 5:00 PM PST
Deadline for Proposal Submittal	April 13, 2023 at 5:00 PM PST
Award of Contract (tentative)	May 16, 2023
Issue Notice to Proceed (tentative)	June 2023
PST: Pacific Standard Time Note: Refer to Table 3 for email contact information.	

Proposals received past the deadline will not be considered. The City accepts no responsibility if delivery is made to another electronic mail address or other technological issues that cause a submittal to be late or not received by the deadline. An evaluation team will review submitted proposals and select the best proposal based on the evaluation criteria outlined in the RFP. The selected consultant will then be recommended to the City Council for entering into a contractual agreement for services. Refer to **Table 2** for a free electronic copy of the RFP along with a reference copy of the design drawings and specifications of the proposed project.

Table 2: Links to this RFP and Reference Documents	
File Name on RFP Website	Link
0 – RFP CM Services Well 30 Drilling (this document)	https://www.manteca.gov/business/request-for-proposals
1 – CM Services – Well 30 Drilling Drawings	
2 – CM Services Well 30 Drilling Specifications	
3 – CM Services – Well 30 Specs Appendix A	
4 – CM Services – Well 30 Specs Appendix B	
5 – CM Services – Well 30 Specs Appendix C	
6 – CM Services – Well 30 Specs Appendix D	

1.2 Proposal Submittal Format

Proposers must submit a Work Proposal and Cost Proposal via email. All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with the City on behalf of the company (proof of signature authority must be attached), and must be received in the place and time designated in **Table 1**.

1.3 Inquiries and Addenda

All inquiries and questions shall be submitted in writing via email. City staff contact information is provided in **Table 3**. Inquiries received after the due date to ask questions will not be responded to. Telephonic inquiries will not be considered. Questions and answers will be posted on the City's website.

Table 3: Submittals, Inquiries and Contact Information
<p>Contact: Kyzen Nicolas, Assistant Engineer or Frank Guillory, Senior Engineering Technician</p> <p>Email: knicolas@manteca.gov and fguillory@manteca.gov</p> <p>Subject Line: RFP for Well 30 CM Services</p>

The City will issue any revisions to this RFP as an addendum. The City will distribute addenda to all potential proposers via e-mail and post on the City's website. Proposers are responsible for receipt of all addendums. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP. No oral revision to any provision in the RFP shall be binding.

2 Construction Management Expectations

The following is a list of the City's expectations shall be incorporated into the Consultant's contract.

1. Be on site to observe whenever the contractor is working. 100% field coverage is expected.
2. Know the project plans and specifications. The CM should know the documents better than the contractor. Understand the work as designed or know where to research the documents for information.
3. Respond to all contractor's questions/claims no matter how small they may seem.
4. Talk with the contractor's superintendent/foreman about the day's planned activities and what his goals are for the next day. Follow up on any outstanding issues, submittals, etc.
5. Think ahead of the contractor and anticipate his work in the upcoming weeks. Remind the contractor to complete submittals, SOSRs, etc. in advance of the work. No last-minute requests for shutdowns or City assistance, unless it's an emergency.
6. Do not do the work for the contractor. City is not going to have its consultants take on this liability. City understands the need to keep the contractor on schedule but not by taking shortcuts.
7. Recognize the need for specialized inspection and schedule inspection/testing.
8. Observe the field activities and discuss with superintendent/foreman any discrepancies. Repeat frequently throughout the day.
9. Review document logs and check on status of RFIs, submittals, etc. in review and follow up with the appropriate parties.
10. Review new RFIs and submittals from the contractor and determine if the document should be forwarded to City and/or the design consultant or whether the CM can provide response. Also, check for completeness of information before forwarding. If incomplete, either return the document to the contractor or hold and wait for supplemental information from the contractor (the received date doesn't start until the supplemental information is received); if the working relationship with the contractor is not good, return it immediately.
11. All RFI and submittal responses must be reviewed by City before being issued to the contractor.

12. When receiving resubmittals from the contractor, review the previous comments and determine if the contractor has addressed all comments. The CM will need to review these at some point in order to properly inspect the installation in the field. If the resubmittals are not complete, return them to the contractor.
13. Prepare a daily log electronically and email a copy to City for review every 1 to 2 days. Provide photos and videos as necessary to document the field activities.
14. Obtain written approval from City for all field orders, RFQs and change orders before issuing to contractor. Provide, CM's professional recommendation when seeking approval.
15. When issues arise, work with the Contractor to come-up with a solution and take a position that provides the greatest benefit to the City.
16. Review all proposals for RFQs received from the contractor before the start of negotiations. City gets the final approval of the negotiated price before any CCOs are formalized.
17. Review all backups for field order work before the CCOs are formalized.
18. Review initial draft of the progress billing request prior to submittal to City's project manager. Review the CM's comments with the project manager prior to returning them to the contractor.
19. Review the contractor's record drawings on a monthly basis and use the same timing as the schedule updates. If the drawings are not complete, recommend to the project manager an appropriate withhold amount.
20. Return all phone calls from project management staff on the same business day.
21. Provide City with all known scheduled time off during the project duration. Review time off impacts to project and project coverage with City at least one weeks in advance, or as soon as practicable.

3 Scope of Services

The City is seeking proposals from construction management firms to provide construction management and inspection services on behalf of the City. The following summary of the scope of services is not inclusive and is only intended to be used as an indication of the minimum services to be provided. The City's expectation is that the scope of services for this Project shall include all work necessary for the completion of the Project with no future amendments required to the contract.

At a minimum the selected consultant shall provide the following staff members to support the Project:

- Resident Engineer (full-time)
- Construction Inspectors (as required)
- Specialty Inspectors (pavement, electrical, storm water, water sampling, structural, concrete, soils, steel, etc.), and

3.1 Task 1 – File Management Software Program

This project requires the use of a document management and storage system similar to Microsoft's SharePoint. The main objective of this task is to avoid using email to transmit project related documents like submittals, RFIs, schedules, etc., as well as, maintain project files organized and up to date with the

capability to easily transfer all folders and files to the city's server. Consultant shall provide for upto 10 user account for the City/Contractor team's use.

The following includes minimum software requirements:

- Track and manage all documents (including different document versions and authors). File storage to maintain project files from the start of the project until city issues Notice of Completion.
- Files shall remain available for city transfer a minimum of 120-days following the Notice of Completion issued for the well equipping phase of the project.
- Allow users to submit/upload, RFIs, submittals, warranties, and any type of documents
- File management software must be compatible with the Microsoft Office Suite
- Maintain the latest project schedule, permit documents, etc.
- City staff shall have administrative rights to software program. Other users would be limited to uploading documents, and viewing documents, for example.
- Consultant shall work with City staff at the end to transfer all files to the City's server (i.e. allow ease of file downloads).
- Consultant shall maintain and troubleshoot file sharing site as needed to maintain project flow and prevent delays. Files shall remain secure and free of viruses.
- File structures and organization will require city input and approval.
- Final software selection will be made by city staff.
- Consultant shall provide electronic copies of all submittals, reports, etc. as PDF, MS Word, and AutoCAD versions for city use.

3.2 Task 2 – Preconstruction Services

- Coordinate with Contractor, City, and other parties involved to schedule and conduct the pre-construction conference.
- Enforce the contract requirements as they pertain to Labor Compliance, Equal Employment Opportunity, Prevailing Wage, and Disadvantaged Business Enterprise according to all State and federal regulations.
- The submittal of certified payroll records will be required as work is performed or when they are needed to verify that the Consultant or sub-consultant is in compliance with the State Labor Code. Certified payroll submittals will be directly to the Department of Industrial Relations (DIR).
- Review Project Traffic Control Plan(s) during pre-construction reviews. Review project staging plans and propose revisions as necessary for construction and design. Review permits and agreements including environmental documents/commitments.
- Review contractor's schedule, evaluate and confer with the City regarding workability of the schedule or suggest changes that may improve the schedule.
- Review any material related to dispute resolution with contractor's methodologies, policies, and procedures. Work with the Resident Engineer to assist as necessary.
- Review and monitor the safety programs developed by the Contractor and as required by OSHA/Cal-OSHA.
- Prepare for approval file naming convention, file format/s and directory structure for all project files.

3.3 Task 3 – Construction Management Services During Construction

Provide construction management oversight, project observation / inspection during construction. Consultant management services shall be in accordance with the latest City Standards and Specifications, CalTrans Standards, and AWWA Standards.

- Copies of sample templates, tracking sheets, logs, etc. shall be submitted for city review and approval upon execution of the agreement between the City and consultant.
- Maintain close contact with the City on all correspondence.
- Provide day-to-day on-the-job observation/inspection of all construction work on the project. Consultant inspectors shall make reasonable efforts to guard the City against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs and bind and label them; review contractor record drawing markups; punch lists; coordinate with the City for final inspection; and assist with all other matters relating to construction of the project.
- Schedule and conduct construction weekly progress meetings online using Microsoft Teams, Zoom or equivalent. Prepare and distribute meeting minutes and agendas to all attendees. Weekly in person meetings can be scheduled as necessary.
- Attend monthly status report meetings with the City to review detailed construction progress and budget status through Microsoft Teams, Zoom or equivalent. Monthly in-person meetings can be scheduled as necessary.
- Enforce the construction schedule and phasing plan in order to complete the project within the allocated time and schedule. Perform schedule analysis, as needed.
- Monitor the construction budget and ensure that the project remains within budget, including a detailed tracking of installed and expected quantities of work.
- Serve as the Resident Engineer in the field which would include daily field reporting and weekly statements of working days.
- Review and respond to product and project submittals and/or coordinate with the Design Engineer and the City to review project submittals. Maintain a submittal log and track turnaround time to avoid delays.
- Review and respond to all Requests for Information (RFIs) and/or coordinate with the Design Engineer and surveyor to provide responses. Log and track RFI progress.
- Collect, log, review, distribute, track, and respond to all material submittals submitted by the Contractor and surveyor.
- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review quantities submitted with monthly progress payment requests, analyze differences over amount.
- Prepare monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.
- Review all change orders related to construction issues based on the project drawings, specifications, and other design information from the Design Engineer.

- Perform change order analysis, including reviewing: logs of proposed change orders, change order quotations from Contractor, negotiated change order costs, time extensions, processing final negotiated change orders, and effect of approved change orders in progress payment breakdowns.
- Prepare Contract Change Orders and recommendations to accompany change order documents and forward to the Resident Engineer for review and approval. Confirm on a monthly basis that the Contractor is maintaining up-to-date marked up prints of construction drawings and documents showing all field changes and as-built conditions. Maintain the same drawings and documents in the construction field office.
- Review and investigate pay and benefits from the Contractor, flag discrepancies, and provide resolution documentation for the project files. Spot check that the Contractor and subcontractors are following requirements established by the DIR as outlined the applicable Prevailing Wage Determination and Federal Davis Bacon rules. Documentation of discrepancies shall be reported to the City in a timely manner.

3.4 Task 4 – Public Outreach

Public outreach efforts, include but not limited to, regular updates for social media posts and road closures.

- Coordinate with Contractor to obtain accurate and up to date construction information in preparation of Public Outreach publications and reports.
- Maintain close contact with the City on all correspondence.
- Provide a representative that is available during work hours for the public to contact with any complaints or problems with the Project.
- Develop Public Outreach strategies based on City input as necessary. Coordinate with applicable parties, as required, to assist in developing responses as necessary.
- Coordinate with local business owners and residents immediately adjacent to the Project for any items of work that may impact access to or use of their property.
- Prepare Public Outreach information for web updates and newspaper updates in preparation for temporary construction impacts to the traveling public.

3.5 Task 5 – Traffic Control Plan

Analyze Traffic Control Plan and coordinate potential conflicts with adjacent or nearby projects.

- Review traffic control plans for conformity to Caltrans Manual of Traffic Control for Construction and Maintenance Work Zones, Specifications, and California MUTCD.
- Inspect and photo document traffic control operations during construction and when necessary have contractor make adjustments.
- Consultant shall coordinate with the City and Contractor to review project construction baseline schedule. Review Contractor's baseline schedule to identify conflicts with staging and traffic management plans.
- Review Traffic Control Plan and staging plans for potential conflict with adjacent or nearby projects that are already under construction. Analyze Traffic Control Plan conflicts between

projects and recommend revisions to project construction baseline schedules as necessary to reduce the length of temporary impacts during construction to traffic. .

- Notify adjacent residents and businesses that may be affected by construction and traffic control measures.
- Coordinate with the City's Police and Emergency Services any approval for lane and/or shoulder closures and alternate traffic routes.

3.6 Task 6 – Quality Assurance and Materials Testing Services

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

- Consultant shall provide a sub-consultant as a certified materials testing agency (MTA) to perform soils and materials sampling and testing services. The MTA sub-consultant shall refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA, RHMA-G and Chip Seal construction, the QA/QC construction process will be followed per Section 39 of the Project Specifications.
- The MTA shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.
- All test results shall be reported to the City in the shortest time that the specific test will realistically allow.
- The Consultant guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City.
- Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The submittal of certified payroll records to the State will be required as work is performed or when they are needed to verify that the Consultant is in compliance with the State Labor Code. Certified payroll submittals will be directly to the DIR.
- If the MTA fails any tests or inspections, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor, if allowed by the project contract.
- The MTA sub-consultant shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted to the City immediately.
- It is the intent of the City to maintain a consistency of material testing quality throughout each phase of the project. Consultant is therefore encouraged to provide, wherever and whenever possible, the same field personnel for the duration of construction of the project.
- On days when work is not performed by the Contractor, such as rainy or unsuitable weather days, the materials testing personnel will not provide services unless authorized by the City.
- Resumes of materials testing personnel must be submitted to the City for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing

personnel is below expectations, the City may release that field person and request that another be assigned as needed.

3.7 Task 7 – Storm Water Pollution Prevention Plan (SWPPP)

Provide SWPPP services, including inspections and reporting for the project.

- Oversee the implementation of the SWPPP (or Water Pollution Control Plan), including oversight of the monitoring/sampling, weather and event tracking requirements, visual monitoring, inspections, and checklists.
- Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the personnel installing the storm water BMPs. The submittal of certified payroll records will be required as work is performed or when they are needed to verify that the Consultant or sub-consultant is in compliance with the State Labor Code. Certified payroll submittals will be directly to the DIR.

3.8 Task 8 – Post Construction Services

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

- Review, prepare and scan closeout documents (e.g. maintenance, operational, warranty, etc.) as required in the construction documents, and as submitted by the Contractor at the completion of the work.
- At the conclusion of the project, the Consultant shall provide the City with a digital copy of all the project records. The digital records shall be in the approved file format/s, file naming convention and directory structure.
- Perform post construction review and prepare lessons learned documents for future projects.
- Perform optional service if needed: claim resolution and detailed schedule analysis.
- Review punch lists items of remaining work.
- Coordinate with the City for final inspection.
- Submit scanned final record drawings, (no hard copies if possible).

3.9 Task 9 – Labor Compliance Program

The State Water Board requires that the Nile Garden Well 30 Water Supply Project include a Labor Compliance Program (LCP) in compliance with Public Resources Code Section 75075, and California Labor Code Section 1771.5(c). The LCP shall include but not limited to the following:

- Prepare a Labor Compliance Program Manual
- Staff available to implement the Labor Compliance Program
- Submit the application for the LCP to the Department of Industrial Relations (DIR) for approval
- Submit a yearly report that is due by August 31 of each year
- Reference Website: https://www.dir.ca.gov/lcp/LCP_FAQs.htm

3.10 Project Schedule

Given the complexity and number of tasks required in the Scope of Work, the consultant shall update the project schedule on a monthly basis. Please submit PDF copy.

4 Proposal Content

The following sections details the information to be included in the proposal.

4.1 Qualifications, Related Experience, and References

This section of the Proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; staffing capability; current work load and availability; record of meeting schedules on similar projects; and supportive client references. Specifically:

- Provide a brief profile of the firm including: the types of services offered; the year founded; type of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and the participation in such work by the key personnel proposed for assignment to this project. Highlight the firm's and key personnel's experience with construction management and inspections services. Include a discussion of at least four (4) previous projects of similar nature completed by the proposed project team.
- Furnish brief resumes for the proposed Project Manager, Resident Engineer, Assistant Resident Engineer, and other key personnel (resumes are included in the total page count) and a project team organization chart. Project principles and responsible-charge, as well as project management, Resident Engineer and Assistant Resident Engineer, shall be clearly identified in the organizational chart. The project organization chart should clearly delineate the communication and reporting relationships among the project team members including sub-consultants.
- Resumes should be provided for only key personnel substantially involved in the project (performing more than 10% of the billable work), including the project manager and principal in-responsible-charge for the project. Project experience should highlight and discuss those projects of similar nature as this proposed project. Project experience should correlate with the experience discussed above. Provide education, experience and applicable professional credentials of project staff. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.

- Identify key personnel who are California-licensed Professional Engineers (PE) that will be in responsible charge, and approve and stamp the final report. Include a copy of the license for said personnel.
- Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.
- Provide a minimum of three (3) references who can discuss the firm and project team's qualifications to deliver the project Scope of Services. The references shall be knowledgeable and able to discuss the qualifications of the firm and project team based on the work experience cited under items c and d above. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.
- Provide a list of past joint work by the prime consultant and each sub-consultant if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.

4.2 Appendices

Information considered being pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

4.3 Cost Proposal Requirements

The proposer must submit a detailed cost proposal for all services and materials anticipated to complete the Scope of Services with a "not-to-exceed" fixed fee, which shall be the sum of all tasks. The cost proposal shall be submitted as a separate excel file.

The file name shall follow this naming convention:

- *NG-Well 30 CM – "Insert Company Name" Fee Schedule*

Provide a fixed dollar amount for each of the services and materials as described in the Scope of Services and list all assumptions.

Include an hourly rate table for typical planning and engineering classifications that may be requested for separate tasks not included in this RFP.

Consultant shall submit monthly invoices listing work completed. Invoices shall list summarize work broken down hourly rate, position, and material fees.

4.4 Exceptions to the Professional Services Agreement

Exceptions shall be submitted in writing with justification clearly stated. No exceptions to the City's standard indemnity will be considered.

Any consultant with objections to terms contained in the City's Agreement for Professional Services (see **Appendix A**) must advise the City of such objections and requested modifications as part of its proposal. Refer to **Appendix B** for details about insurance documents.

4.5 Proposal Package

All electronic proposals shall have a 20-page limit. Page limit does not include the outside cover, section dividers, cover letters, or appendices. Proposals that do not contain the required information or the required number of pages may be rejected.

The proposal, resumes, and project schedule shall all be included within the page limit. The cover letter shall consist of maximum two (2) pages and include the following:

- a. The proposer's legal name, address, telephone number, email address, and contact person for the remainder of the selection process;
- b. Any qualifying statements or comments regarding the proposer's submittal, including proof of proposer's capabilities to prepare a water treatment system; and
- c. Statement indicating the validity of the proposal for a minimum period of 180 calendar days subsequent to the proposal due date.

4.6 Staff Changes

If at any time during the procurement process a firm makes any changes to proposed key personnel or sub-consultants they must notify the City in writing of those proposed changes. The City reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

5 Proposal Acceptance and Selection

The City reserves the right to:

- Accept or reject any and all qualifications/proposals, or any item for part thereof.
- Waive any informalities or irregularities in proposals.
- Withdraw or cancel this RFP at any time without prior notice and the City makes no representation that any contract will be awarded to any firm responding to this RFP.
- Re-issue a new RFP for the same or similar services.
- Postpone proposal openings for its own convenience.

5.1 Consultant Selection

The objective of the City is to select a qualified firm to perform necessary services for the City at a fair and reasonable cost. To that end, the City has established the following criteria for the selection process:

- The selection process shall be fair, open, and competitive.
- The selection of the consultant firm will be based on clearly stated objectives.

- Selection of consultants/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services.
- The contract will be awarded to the most technically qualified responsible and responsive firm best conforming to the RFP, and is in the opinion of the City, most advantageous to the City.

5.2 Scoring Criteria

City staff will evaluate each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the proposer. Staff may choose to interview two or more closely ranked firms, allowing 30 minutes for a presentation of the short-listed firms and another 30 minutes for a questions/answer session. License status and references will also be verified. The proposal review will focus on the following criteria:

- Project Management (35 points). Components of project management that demonstrate capability in management of projects of this scope. Include a sample monthly report. Please include a project schedule that accounts for the Scope of Services.
- Project Understanding (20 points). The proposal adequately demonstrates an understanding and experience in preparing similar potable water projects for municipalities
- Project Approach (20 points). Innovative approaches for alternative solutions and recommendations are preferred.
- Experience (15 points). The firm's expertise and professional qualifications with similar work. Qualifications of the firm and individuals assigned to perform the work.
- Project schedule (10 points). Thoroughness of the project schedule, ability to complete the project within the selected timeframe.

6 Negotiations and Engagement

Upon selection, City staff will enter into negotiations with the top-ranked firm to negotiate a final Scope of Services and request a formal cost proposal.

In the event that contract negotiations with the top-ranked firm are unsuccessful, the City shall begin negotiation with the second-ranked firm and so on.

7 Conflict of Interest

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Consultants responsible for a project's design may not participate in construction management or construction inspection of the project. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the City.

8 Appendices

- Appendix A: Agreement for Professional Services
- Appendix B: Insurance Requirements for Professional Services

RFP

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

AGREEMENT

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

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

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

4. Compensation. Without additional authorization from the City, compensation to be paid to **Consultant** shall not exceed _____ DOLLARS (\$_____). Payment by City

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

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

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

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

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

8. Ownership of Documents; Confidentiality.

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

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

name or insignia, photographs relating to the Project for which **Consultant's** services are rendered, or any publicity pertaining to the **Consultant's** services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. **Consultant's Books and Records.**

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

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

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

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

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

11. **Interest of Consultant.**

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

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

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

12. Professional Ability of **Consultant**.

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

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

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

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

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

16. Insurance Requirements.

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

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

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

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

D. Certificates of Insurance. **Consultant** shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance

of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

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

If to City: City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attention: _____

If to Consultant: _____

Attention: _____

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

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

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

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

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

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

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

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

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

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

28. Prohibited Interests.

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

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

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

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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RFP

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

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
Interim City Manager

(Type name of Consultant/form of organization)*

ATTEST:

By: _____

(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: _____

(Signature)

Jared Hansen,
Deputy Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____

Dawn Cortesi,
Interim Director of Human Resources

Telephone: _____

APPROVED AS TO FORM:

L. David Nefouse,
City Attorney

ATTACHMENT 1
REQUEST FOR PROPOSAL

RFP

ATTACHMENT 2
CONSULTANT'S PROPOSAL

RFP

ATTACHMENT 3
SCHEDULE OF ACTIVITIES

RFP

ATTACHMENT 4

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 per occurrence.
- 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 appropriate 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.

ATTACHMENT 2
CONSULTANT'S PROPOSAL

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 difference 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 withholds 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.
- Same as Sub-Task 1.2.6.
- Same as Sub-Task 1.2.6.
- 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 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

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.

Fee Estimate

Brown & Caldwell Construction Management and Inspection Services for Nile Garden Well 30 Water Supply Project - CIP 21034																						
Phase / Task	Phase / Task Description	Waters, Stephen T	Wademan, Michael	Durazo, Elizabeth R	LePlante, Will G	Forsberg, Dane C	Uresti, Lissette	Hoff, Kenneth	Bates, Jacqueline R	Romero, Sara B	Harrison, Michael J	Terrazas, Richard W	Company Vehicles		CMIS #	PCMS #	DCM Group #	Area West #	Twining #	Total Expense Effect	Total Effort (Labor+Expense)	
	Hourly Billing Rates \$	PM & CM/RE	SME	PIC	Inspector	Electrical Inspector	Project Admin.	Safety Officer	Project Analyst	Billor	Operation Manager	Dir. Project Mgt.	Total Labor Hours	Total Labor Effort		Cost	Cost	Cost	Cost	Cost		
001 Well Drilling		180	15	4	270	0	50	4	10	5	2	2	542	\$ 115,815	\$ 5,420	\$ 4,000	\$ 16,000	\$ 22,000	\$ 17,700	\$ -	\$ 73,130	\$ 188,945
001 Preconstruction Services		40	0	0	10	0	10	4	2	1	1	1	68	\$ 15,895	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 690	\$ 16,585
002 CM Services During Construction		120	15	4	240	0	30	4	6	3	1	1	424	\$ 89,788	\$ 4,240	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 6,240	\$ 96,028
003 Post Construction Services		20	0	0	20	0	10	0	2	1	0	0	53	\$ 10,892	\$ 530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 530	\$ 11,422
004 File Management Software Program															\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,400	\$ 4,400
005 Public Outreach															\$ -	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ 17,600	\$ 17,600
006 Labor Compliance Program															\$ -	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 24,200	\$ 24,200
007 Environmental Compliance															\$ -	\$ -	\$ -	\$ -	\$ 17,700	\$ -	\$ 19,470	\$ 19,470
002 Final Design Support Services		34	10	0	16	8	4	0	4	2	0	0	78	\$ 17,142	\$ 780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 780	\$ 17,922
003 Well Equipping (Optional Services)		740	12	8	1,470	140	145	8	28	14	4	6	2,575	\$ 579,004	\$ 25,750	\$ 10,000	\$ 12,000	\$ 60,000	\$ 29,000	\$ 80,000	\$ 237,600	\$ 816,604
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		700	12	6	1,440	130	120	4	24	12	4	4	2,468	\$ 514,066	\$ 24,560	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 34,560	\$ 548,626
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															\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,200	\$ 13,200
006 Labor Compliance Program															\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ 66,000	\$ 66,000
007 Environmental Compliance															\$ -	\$ -	\$ -	\$ -	\$ 29,000	\$ -	\$ 31,900	\$ 31,900
008 Materials Testing Services															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,000	\$ 88,000
Escalation ⁵													\$ 41,103		\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ 41,103	\$ 41,103
GRAND TOTAL		954	37	12	1,756	148	199	12	42	21	6	8	3,195	\$ 711,961	\$ 31,950	\$ 12,000	\$ 6,500	\$ 82,000	\$ 80,000	\$ 311,510	\$ 1,023,471	

Compensation Notes and Assumptions:

- 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.
- 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.
- 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.
- 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.
- 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"
- \$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.
- 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.
- 10% Markup on Subconsultants and Outside Services.

ATTACHMENT 3

SCHEDULE OF ACTIVITIES

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.

ATTACHMENT 4

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 per occurrence.
- 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 appropriate 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.



CERTIFICATE OF LIABILITY INSURANCE

5/31/2024

DATE (MM/DD/YYYY)

6/2/2023

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):	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Hartford Fire Insurance Company		19682	
		INSURER B: Property and Casualty Ins Co of Hartford		34690	
		INSURER C: Lloyds of London			
		INSURER D: Twin City Fire Insurance Company		29459	
		INSURER E: Hartford Underwriters Insurance Company		30104	
		INSURER F:			

COVERAGES * **CERTIFICATE NUMBER:** 19618274 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU1172	5/31/2023	5/31/2024	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 <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	37CSEQU1173 37CSEQU1174 37CSEQU1175	5/31/2023 5/31/2023 5/31/2023	5/31/2024 5/31/2024 5/31/2024	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 DED RETENTION \$			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	Y	N/A	37WNQU1170 37WBRQU1171	5/31/2023 5/31/2023	5/31/2024 5/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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	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

19618274 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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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

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

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.	

<p>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:</p> <ol style="list-style-type: none"> 1. Your acts or omissions or the acts or omissions of those acting on your behalf: <ol style="list-style-type: none"> 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: 	<ol style="list-style-type: none"> (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". <ol style="list-style-type: none"> 2. 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. <p>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:</p> <ol style="list-style-type: none"> 1. During the policy period; and 2. Subsequent to the execution of such written contract or written agreement; and
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Page 1 of 3

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: 19618274

- 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: 19618274

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.

POLICY NUMBER: 37CSEQU1173
Attachment Code: D40558 Certificate ID: 19018274
POLICY TERM: 5/31/2023 - 5/31/2024

COMMERCIAL AUTO
CA 20 48 10/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: BROWN AND CALDWELL

Endorsement Effective: 5/31/2023

SCHEDULE

Name of Person(s) or Organization(s):
Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

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

CA 20 48 10/13

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: 5/31/2023 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: D500998 Certificate ID: 19618274

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: 19618274

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.

Miscellaneous Attachment: M477226 Certificate ID: 19618274

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:

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