

AGREEMENT FOR SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Carollo Engineers, Inc
Consultant

2880 Gateway Oaks Dr. Suite 300	Sacramento	CA	95833
MAILING ADDRESS	CITY	STATE	ZIP

a _____ Delaware _____ Corporation _____ (business structure)

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

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for Storm Drain Master Plan CIP ENG26003.

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

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

AGREEMENT

1. SCOPE OF SERVICES:

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

B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this AGREEMENT is based on such independent investigation and research.

2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on June 30th 2028, unless otherwise extended in writing by the mutual agreement of both parties.

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

C. The Agreement Milestones are as follows:

<u>Deliverables</u>	<u>Date</u>
Task 7 Draft FCOC Master Plan	January 4, 2027
Task 6 Draft Storm Drain Master Plan	February 1, 2027
Task 7 Final FCOC	March 26, 2027
Task 6 Final Storm Drain Master Plan	May 28 2027

Payment for services shall be made upon City's approval of deliverables.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed EIGHT HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED SIXTY SEVEN DOLLARS (\$888,867) without City's prior written approval. With written approval an additional THREE HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$355,930) can be made available via amendments.

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

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and

the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

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

8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be

fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

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

12. INTEREST IN AGREEMENT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

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

misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

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

1. Commercial General Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

City:

Somporn Boonsalat
Deputy Director of Engineering
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Millicent Cowley-Crawford, PE, CFM
Vice President
Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

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

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

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

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

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

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

Agreement for Services

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

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

Matt Boring
Director of Finance

COUNTERSIGNED:

Stephanie Van Steyn,
Director of Human Resources

Carollo Engineers, Inc.

(Type name of Consultant/firm of organization)*

By:

(Signature)

Millicent Cowley-Crawford, Vice President

(Type name and title)

By:

(Signature)

Anne Prudhel, Executive Vice President

(Type name and title)

Address:

2880 Gateway Oaks Drive, Suite 300

Sacramento, CA 95833

Telephone:

925-932-1710

APPROVED AS TO FORM:
Riana E Daniel, City Attorney

By:_____
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT A
SCOPE OF SERVICES
City of Manteca, CA
Storm Drain Master Plan

INTRODUCTION

The City of Manteca (CITY) operates and maintains the storm drain system, which serves the community. The City's storm drainage system consists of approximately 210 miles of pipeline, 70 pump stations, and 66 detention basins. Stormwater runoff flows through this system and is ultimately discharged into South San Joaquin Irrigation District drains and laterals. From the SSJID drainage system the storm runoff drains into the French Camp Outlet Canal and eventually into the San Joaquin River.

The Storm Drain Master Plan study will evaluate the sustainability of the City's capability and capacity to convey and/or treat incoming storm drain flows. The study will provide approaches and strategies that provide long-term reliability (20 years and beyond) and shield the City, to the extent possible, from regulations, and increased labor, material, and construction costs.

Included in the Storm Drain Master Plan is an update to the French Camp Outlet Canal (FCOC) Master Plan study. This task will evaluate the capacity of the existing FCOC system and determine required improvements to minimize flood risk under current and long-term flow conditions. The FCOC is owned and maintained by the South San Joaquin Irrigation District (SSJID) and used by the City of Manteca (City) for storm water conveyance for a portion of the City.

Carollo Engineers, Inc (CONSULTANT) has prepared the following scope of services for the Storm Drain Master Plan study.

TASK 1 – Project Management

Task 1.1 Project Administration and Schedule

CONSULTANT will manage budget and schedule under this contract. CONSULTANT will direct, coordinate, and monitor the activities of the team with respect to budget, schedule, and contractual obligations. A brief summary of project and task status will be provided on a monthly basis along with each project invoice.

Task 1.2 Kickoff Meetings

The CONSULTANT team project manager and principal-in-charge will attend one (1) two-hour storm drain master plan and one (1) FCOC master plan update hybrid kickoff meeting. The storm drain master plan kickoff will focus on coordination with City of Manteca staff while the FCOC master plan update kickoff will focus on achieving alignment with SSJID on reviewing the approach and verifying stakeholder goals. CONSULTANT's project manager and principal in charge will attend in-person and additional key staff will

attend virtually via Microsoft Teams. CONSULTANT will prepare an agenda prior to each meeting and notes summarizing key discussion points.

Task 1.3 Project Meetings

1.3.1 Storm Drain Master Plan

The CONSULTANT team project manager will hold bi-weekly (every other week) half-hour meetings with the City's project manager and City staff. Additional CONSULTANT staff will be invited to attend meetings as needed to provide project updates.

1.3.2 FCOC Master Plan

Following preparation of the Revised Draft FCOC Master Plan Study (see Task 7), CONSULTANT will conduct an in-person review workshop with City and SSJID staff to solicit feedback and incorporate comments to the Final FCOC Master Plan Study.

This scope includes an allowance for up to two additional meetings with City staff (one in-person, one virtual) to review preliminary model findings prior to finalizing the FCOC Master Plan.

CONSULTANT will attend one SSJID Board Meeting and one City Council meeting to present findings of the FCOC Master Plan Study.

Task 1.4 Quality Control

This task consists of project QA/QC activities related to the project deliverables. CONSULTANT's technical advisors will carefully review data and all project deliverables to make sure that they meet the strict quality standards of the City and CONSULTANT prior to submittal. Each base scope task includes involvement from senior CONSULTANT staff that will provide ongoing quality checks. Quality control for optional tasks is included within those optional tasks.

Task 1.5 Public and Stakeholder Outreach

The CONSULTANT team will coordinate, prepare for, and support public and stakeholder engagement. Tripepi Smith is supporting this task. Outreach will start with a 4-hour virtual project outreach strategy session to help develop a brief (up to 5 page) public outreach plan. Three (3) in-person public workshops will focus on identifying meaningful input from the public to drive effective implementation projects and pave the way to filling future funding gaps. Each workshop (up to 2 hours) includes planning, set-up, facilitation, recordings, translation services set-up, creation of meeting collateral, and promotion. Meetings may solicit input on past flood events in the City and describe the team's approach for developing the storm drain master plan and capital plan (shown on the project schedule), but final meeting topics will be confirmed through development of the outreach plan.

Task 1 Limitations and Assumptions:

- 17 months of bi-weekly half-hour client check-in meetings and monthly invoicing.
- Brief summary notes highlighting action items and decisions from bi-monthly coordination calls will be emailed to participants following each check-in.
- 16 in-person or hybrid meetings are anticipated under this task:
 - 1 hybrid kickoff meeting (up to 2 hours with the principal-in-charge and project manager in person and other staff remote).
 - 1 hybrid kickoff meeting with SSJID staff (up to 2 hours with the principal-in-charge and project manager in person and other staff remote)
 - 3 in-person public engagement meetings up to two hours will be attended by the project manager and Tripepi Smith
 - 3 Council Meetings will be attended by the project manager in person (2 for Storm Drain Master Plan, 1 for FCOC Master Plan)
 - 2 in-person SSJID Board Meeting presentations
 - 6 additional in-person meetings with timing to be determined. Suggest holding in-person meetings to review deliverables, discuss funding strategy, or hold meetings involving a large number of city staff.
- City or SSJID staff will provide meeting space for in-person meetings.
- Virtual meetings will be conducted via Microsoft Teams or other similar means.
- All deliverables are assumed to be electronic

Task 1 Deliverables:

- 17 Monthly progress reports/invoices, including schedule update
- 7 PowerPoint presentations (3 public, 3 council, 1 SSJID Board)
- Outreach plan

TASK 2 Evaluate Existing Data, Review City Documents, and Condition Assessment

Task 2.1 Data Collection and Document Review

The objective of this task is to review and assess the quality of available storm drain-related data and identify additional needs. CONSULTANT will inventory and review the appropriate available data from the City, including the following data sources:

1. Storm Drain Master Plan Request for Proposals
2. Groundwater Sustainability Plan
3. Post-Construction Stormwater Standards Manual
4. City of Manteca Storm Drain Master Plan 2013
5. General Plan Update 2024
6. City of Manteca Municipal Code
7. General Plan EIR
8. Phase II MS4

9. Storm Station SCADA
10. Storm Network sensor data
11. Proposed South Manteca Storm Drain Pump Station and River Outfall
12. California Stormwater Quality Association Stormwater BMP Handbook
13. GIS Database
14. Wastewater Master Plan

A plan for data collection will be developed in coordination with the City to facilitate the data collection phase, including field work, to minimize duplication of efforts between tasks, and to assure that appropriate data sources are investigated.

Task 2.2 Prioritization and CCTV Inspection

CONSULTANT, in conjunction with City staff, will develop a clear and consistent risk rating system to prioritize needed inspections and surveys and eventual capital project investment. An initial application of the risk rating system will be used, in conjunction with the City's available data reviewed under Task 2.1, to prioritize condition inspections.

For this task, National Plant Services will conduct Closed Circuit Television (CCTV) of up to 3.5 miles of City underground pipelines. The system will be inspected in accordance with the National Association of Sewer Service Company's (NASSCO) Pipeline Assessment and Certification Program (PACP). All observed critical structural damage or blockages will be documented, and corrections to the storm drain system GIS data will be made, as appropriate.

Task 2.3 Pipe Condition Assessment

CONSULTANT will work closely with the City to enhance and update an appropriately organized asset class database for stormwater assets. The database will be used to analyze likelihood and consequences of failure and to assess the condition and risk of components of the City's stormwater collection and conveyance system. The database will separate the City's stormwater collection system into various components, such as bio-swales, pipes, junction boxes, catch basins/drop inlets, and trash capture devices.

CONSULTANT will evaluate the updated data set to assign a rating system to evaluate and rank the assets, focusing primarily on pipelines and pump stations, for the purpose of Capital Improvement Plan development. The rating system will be based on information available in the GIS database, asset management information, operator interviews, and results of the hydraulic modeling in Task 3. Ranking typically focuses on risk reduction through scoring parameters such as the size and location of the pipe or channel, proximity to, or flooding of, critical facilities and access or evacuation corridors, and pipe material, if available.

CONSULTANT will analyze footage from the CCTV inspections and model system risk in InfoAsset Planner. Findings will be documented in the Master Plan in Task 5.

Task 2.4 GIS Database Updates

CONSULTANT will update the City's GIS-based database of the City's collection system, including concrete channels, swales, underground pipelines, and manholes. As-built drawings and/or reasonable assumptions will be used to fill in data gaps where needed. Condition information gathered as part of this Task will also be included. The metadata for the GIS database will also be updated.

Task 2.5 Regulatory Review Summary

CONSULTANT will review and assess regulatory mandates and determine their applicability to the City's stormwater management requirements. This will be completed for the City's current Municipal Regional Stormwater NPDES Permit and will include a qualitative evaluation of compliance with the trash amendments. Based on the City's current status and compliance gaps identified, a timeline and recommendations on strategies to address pertinent regulatory requirements, including the trash amendments, will be developed. These will include identification of potential locations within the drainage system that could improve compliance by capturing and treating areas that are currently out of compliance and may include opportunities to more efficiently and effectively meet regulations. Regulatory compliance-driven projects are expected to be included in the Capital Plan, as identified under Task 5.1.

CONSULTANT will summarize the work completed as part of this task, including methodology, approach, assumptions, and recommendations. This summary will be discussed in project meetings and included in the draft master plan under Task 5.

Task 2.6 Funding Summary

CONSULTANT's Funding and Disbursements Team will develop a strategic funding summary, listing potential state and federal funding opportunities, based on comprehensive research of available funding sources. The central element will be a funding matrix which to include details such as funding agency, program, description of funding program eligibility, requirements and limitations, total funding provided, documentation requirements, timing, relevance to the project, and "next steps". A funding strategy will also be included, summarizing the approach to funding opportunities identified and considered for the project. Findings of the funding search will be presented to the City in a meeting. The refined summary will be included in the draft master plan under Task 5.

Task 2 Limitations and Assumptions:

- City shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT services; furnish to obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; CONSULTANT services of others required for the performance of such CONSULTANT'S information services and hereunder, services and provided by City CONSULTANT or others shall be in entitled performing to use and CONSULTANT's reasonably services rely upon hereunder.
- Delays in data gathering could lead to schedule impacts. It is assumed that necessary data will be provided within 2 weeks of request.

- No trash and pollutant loading or water quality modeling will be performed.
- Pre-cleaning of storm drains is not anticipated prior to CCTV inspections.
- Pipe inspections will be conducted by a 1-3-person field crew with traffic cones for maintenance and protection of traffic (MPT). If enhanced MPT measures are required, we will discuss the need for activities not included with the City.
- All work will be performed within City rights-of-way and/or easements. No work will be performed on private properties.
- City will provide access for all inlets and manhole locations if needed.
- .
- Permits, fees and bonds will not be required for the pipeline cleaning and inspections, or will be provided for no fee.
- Field work will be performed within a standard shift, scheduled to avoid peak traffic hours and school pick up and drop off times.
- Pipe inspection notification to residences and businesses will be provided by the City if needed.

Task 2 Deliverables:

- Data collection list (to be updated throughout project).
- CCTV inspection files, including field reports, photos, and videos.
- Encroachment Permit with Traffic Plan for Inspections, including typical details
- Spreadsheets with compiled condition data.
- Condition assessment data in format compatible with City's platform.
- Updated geodatabase with storm drain system data collected during this project.

TASK 3 Storm Drain Model Development and Execution

Task 3.1 Hydrology

CONSULTANT will delineate urban and natural basins with their overall flow paths tributary to the City within the City boundary. Existing and proposed land use patterns will be investigated and incorporated where appropriate. Hydrologic parameters will be developed that represent the project conditions.

Impervious surface cover will be determined utilizing map data generated by Ecopia AI. The basin lag time and basin peaking factors will be calculated utilizing available data and GIS. Runoff for two design discharges will be calculated. From experience, we have found that most municipal storm drainage system capacity constraints are visible at around the 10-year, 24-hour volume, while the 100- year, 24-hour event provides perspective on flood impacts during a larger, regional event and can help inform risk management decisions. The decision on the City's desired storm event evaluations will be reviewed during project kickoff.

Leveraging the City's General Plan, proposed land use patterns will be investigated and incorporated into a future conditions model scenario. This analysis will include areas of significant development (new growth) and redevelopment (over 10 acres).

Task 3.2 Hydraulic Modeling

CONSULTANT will construct the hydraulic model of the storm pipeline system using PC-SWMM. The current InfoWorks ICM model will be used as the starting point for this task. The model will include the primary basins, subbasins, pipelines, and facilities within the City and off-site contributing areas. Underground infrastructure will be modeled in 1-dimension (1D), while above ground infrastructure and overland flow paths will be modeled in either 1D or 2D.

The decision to evaluate some of the stormwater management system in 2D will occur during the project Kick-Off Workshop. Based on the results of the initial data collection efforts and the prioritization efforts performed in support of condition assessment, storm pipelines of similar size to those in the current FCOC model (generally including those 36-inches and larger) will be included in the hydraulic model where reasonable. Select high priority smaller pipelines may also be included. Focusing modeling efforts on locations that are likely to have the greatest impact on risk and capital planning will provide the City the best possible value. Manning's n values and system energy loss coefficients will be determined and entered into the hydraulic model.

CONSULTANT will develop a hydraulic modeling scenario representing buildout of the City service area as part of this task. CONSULTANT will include conceptual backbone infrastructure needed to extend storm drain service into greenfield areas, including major storm drain pipelines, detention basins, pump stations, and other required infrastructure into the hydraulic model.

Task 3.3 Hydraulic Model Validation

CONSULTANT will validate the results of the hydrologic model with a historical rainfall event selected in collaboration with City staff. The hydraulic model will be validated against City staff and stakeholder knowledge of past performance to check that the model shows flooding in areas known to have flooding. Past performance will be discussed during the kickoff meeting.

CONSULTANT and the City will review the modeling results once prepared. Where model results are not replicating historical data and knowledge, model parameters will be modified to make the model results more closely match historical flood observations. The final modeling results will be reviewed and accepted by City staff prior to further analyses.

Task 3.4 Hydraulic Model Development and Evaluation Technical Memorandum

CONSULTANT will evaluate the performance of the existing drainage system against the City's design criteria, coordinate with the City to establish an appropriate level of service for the system and identify locations where flooding is predicted. Areas not meeting the City's desired level of service will be flagged. Selection of an appropriate level of service influences the number of capital projects the City invests in and provides risk reduction while being implementable.

CONSULTANT will summarize the work completed as part of this task in the Draft Master Plan in Task 5, highlighting all phases of model development and validation, including but not limited model inputs, assumptions in lieu of missing data, data used, and model outputs. Findings of identified capacity

shortfalls, either due to conveyance or pumping, will be flagged. Key assumptions, inputs, utilized data sets, model development, and validation methodology will also be included.

Task 3 Limitations and Assumptions:

- Hydrology will be developed based on current conditions
- Hydraulic modeling will focus on the trunk drainage system of pipes and channels 36-inches and larger for existing conditions.
- Task includes one hybrid meeting with the project manager attending in person and modeling lead attending virtually.

Task 3 Deliverables:

- Hydrologic and hydraulic parameter calculations and GIS files.
- Final hydrologic/hydraulic input model files.
- Final hydrologic/hydraulic model output files.
- Draft hydraulic model development and evaluations technical memorandum.

Task 4 Update FCOC Hydrologic/Hydraulic Model

The Draft FCOC Master Plan Study was submitted to City and SSJID staff in May 2021. Recent changes to City General Plan land use projections, reflected in the 2043 General Plan Amendment (February 2024), and development improvements in the vicinity of Drain 5 necessitate further updates to the hydraulic model prior to preparing the Final FCOC Master Plan Study.

This task includes an update to the hydrologic/hydraulic model prepared in support of the Draft FCOC Master Plan Study. Changes to be incorporated into the existing model include:

- Updating “buildout” land uses to reflect current General Plan projections.
- Incorporating recent Drain 5 improvements constructed as part of local development agreements.
- Incorporating assumptions for post-construction development standards to in-progress and future developments to better reflect actual anticipated storm drainage discharges.

The buildout hydraulic model scenarios presented in the Draft FCOC Master Plan Study (Scenarios 0, 0.1, 0.2, 0.3, 1.0, 2.0, 2.1, and 3.0) will be updated to reflect the changes noted above. Public Facilities Implementation Program (PFIP) Zone 36 will be included in the FCOC tributary area; PFIP Zone 39 (with the exception of the Dutra Estates development) will be excluded from the FCOC tributary area. Flows from Drain 5 (per Villa Ticino development drainage calculations) will be incorporated into the model.

The hydraulic model update will be used to determine specific improvements along the FCOC to prevent flooding under 10-year, 48-hour and 100-year, 48-hour storm events. Based on the findings of the Draft FCOC Master Plan Study, recommended improvements will be divided into the following categories, with agency interest (City or SSJID) clearly identified:

- Culvert Upsizing to prevent flooding
- Bank Improvements to prevent flooding
- Monitoring/Instrumentation to facilitate maintenance

Task 4 Limitation and Assumptions

- City will furnish all improvements plans (design drawings and/or as-builts) for recently constructed improvements to be incorporated into the hydraulic model update.
- City will furnish locations and preliminary operating elevations for proposed flap gates to be installed as part of FCOC discharge controls.
- A “calibration factor” to account for the simplified discharge constraints in future development areas will be established in concurrence with SSJID and City staff.
- Scenario 3.0 will identify changes to the recommended FCOC improvements set (if any) assuming that Zone 36 discharge is directed to a new river outfall instead of the FCOC.
- The hydraulic analysis will include a review of peak flows in upstream drainage conduits (directly connecting to the FCOC) and identify where velocities appear excessive. The following SSJID facilities will be reviewed:
 - Drain 3
 - Drain 4
 - Drain 5
 - Drain 7
 - Drain 8
 - Lateral R
 - Lateral Rg
 - Lateral Rgc
 - Lateral Rj
 - Lateral T
 - Lateral Qo
 - Lateral Za
 - Lateral Z 200DD
- A detailed review of the storm drainage collection and conveyance system upstream of the FCOC, other than for the Drains and Laterals noted above, is excluded from the scope of this report, though this information will be used to prioritize tributary areas for future investigation under the City-wide Storm Drain Master Plan.
- City and SSJID will furnish all relevant reports, master plans, studies, records, and hydraulic model data to reflect system changes since the prior study for review and evaluation.
- Additional topographic survey data will not be collected.

Task 4 Deliverables

- Updated hydraulic model files.

Task 5 Storm Drain Capital Improvements

Task 5.1 Develop Recommended Improvements

Based on condition, compliance needs, and hydraulic model results, an initial recommendation will be made for locations to be addressed through capital improvements. Special consideration will be given to those facilities in which known system deficiencies already exist and/or have been targeted by the City to be modified.

Task 5.2 Preliminary Engineering

Upon selection of a suite of potential improvement areas to address, CONSULTANT will identify potential project concepts to remedy problems using modeling tools and preliminary engineering. CONSULTANT will create conceptual graphics of each potential solution in a GIS-based format. These drawings will show pipes sizes, materials, and proposed invert elevations if applicable. Necessary phasing of alternatives will be noted. Planning-level cost estimates will be developed utilizing unit costs data provided by the City for similar projects where available, or unit costs from similar project work within the region. The cost estimates will include design, permitting, and construction costs and will be presented in the CIP table of Task 5.3.

Task 5.3 Develop Capital Improvement Plan

The Capital Improvement Plan (CIP) will prioritize and define implementation phasing of proposed improvements. Based on the input, coordination, iterations, and final project phasing, CONSULTANT will compile the information generated in previous steps to create the 10-year CIP, including estimated timing of the improvements.

The recommended improvement projects will be prioritized and phased based on the City's goals and objectives and feedback from the previous steps. To facilitate the documentation and phasing of improvements, CONSULTANT will prepare a large system map that presents all recommended projects by phase. This map will list project sizes and project identifiers that correspond to the project identifiers in the CIP tables. The CIP tables will list the project ID, location, sizing information, cost estimates, and proposed phasing and category of improvement (condition, capacity, or compliance to meet current or future growth needs) for each project. Additional factors important to the City such as public acceptability, aesthetics, impact to socially vulnerable areas, multi-benefit project, etc., may also be used for project ranking and scoring. The team will prepare brief project summaries of the recommended CIP projects for incorporation into the Draft Master Plan in Task 5.

The CIP will identify infrastructure project, planning projects and studies. For areas within the storm drainage system that have not been uniquely inspected, CONSULTANT will recommend additional future studies and their associated costs. Findings will be documented in the Draft Master Plan in Task 5.

Task 5 Limitations and Assumptions:

- The CIP will include preliminary engineering and concept development for up to 20 capital projects.

Task 5 Deliverables:

- List of capital improvements in a CIP table, including costs, phasing, category of improvement, permitting requirements, ROW/easement requirements, and implementation schedule.
- GIS database of proposed recommendations.
- Fact sheets for CIP projects

Task 6 Storm Drain Master Plan

Task 6.1 Draft Storm Drain Master Plan

The plan will emphasize the importance of the stormwater system to a healthy and safe community and system sustainability throughout the 20-year planning period. It will review system capacity and improvement opportunities, describe existing infrastructure conditions, discuss compliance needs, and summarize proposed projects and funding needs. The condition assessment section will detail which parts of the system were assessed as part of this project and what infrastructure remains to be assessed, along with a prioritization schedule to fully assess all existing infrastructure. CONSULTANT will submit the draft report in electronic format. Once the City has reviewed and provided initial comments, the team will hold a comment review meeting to identify potential responses prior to making updates to the Draft.

Task 6.2 Second, Third Draft Storm Drain Master Plan, and Final Storm Drain Master Plan

For each revision to the master plan, the City's comments will be reviewed in a meeting to resolve any outstanding questions and clarify responses to confirm each comment is addressed. The final report will incorporate City staff comments from the reviewed draft reports and any input from stakeholders the City would like to include. Electronic copies of the report will also be provided.

Task 6 Limitations and Assumptions:

- The City will provide a single compiled set of comments, with comment conflicts resolved, on each draft
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

- No environmental impact report is anticipated to be included with this effort.
- All submittals will be digital, including PDF and Microsoft Word versions.

Task 6 Deliverables:

- Draft Storm Drain Master Plan Report
- Second Draft Storm Drain Master Plan Report (for Public Review)
- Third Draft Storm Drain Master Plan Report (for Public Review)
- Final Storm Drain Master Plan Report
- Final electronic master plan files

Task 7 FCOC Master Plan

Task 7.1 Revised FCOC Master Plan Study

CONSULTANT will update the 2021 Draft FCOC Master Plan Study to incorporate findings and recommendations from Task 4. Planning-level cost estimates for recommended improvements will be prepared in accordance with previously established cost estimating methods.

One joint review meeting with City and SSJID staff will be conducted to review the Revised Draft (see Task 1); up to two additional review meetings with City staff are also described under Task 1.

Following receipt of all City and SSJID comments on the Revised Draft, CONSULTANT will present findings at SSJID Board and City Council meetings (see Task 1).

Following receipt of final comments from SSJID Board and City Council, CONSULTANT will prepare the Final FCOC Master Plan, with updated cost estimates, if applicable, for submittal to the City and SSJID.

Task 7 Limitations and Assumptions

- The Revised Draft FCOC Master Plan Study will be provided in electronic PDF format.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.
- The Final FOC Master Plan Study will be provided in electronic PDF format and as five (5) bound hard copies each submitted to the City and SSJID.

Task 7 Deliverables

- Revised Draft FCOC Master Plan Study.

- Final FCOC Master Plan Study.

Agreement Limitations

- The services to be performed by CONSULTANT are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.
- Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT for the specific purpose intended will be at City's sole risk and without liability or legal exposure to CONSULTANT.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

OPTIONAL TASKS

The following are optional tasks that may be included in the project scope of work upon City approval. The associated fee for the optional tasks is included in the attached fee document.

Task 8 Additional Media Support (Optional)

8.1 Social Media Support

Social media content creation involves planning, fact-checking, sourcing graphics, grammar checking and scheduling the post. Tripepi Smith will develop and post 4 social media posts per month for 24 months (English and Spanish) on platforms such as Meta (Facebook and Instagram), Twitter/X, LinkedIn, Nextdoor and others. This work includes weekly monitoring and responding to comments/messages. Responses can be provided directly by the CONSULTANT team if login information is provided by the City, or indirectly by working with City staff, if access is not provided.

8.2 Press Releases & News Articles

CONSULTANT will seek to amplify the City of Manteca's story and establish thought leadership on stormwater with up to one media article per month of approximately 500 words. Work will be tailored to City's desired tone and direction, ensuring consistent execution. Collaboration with City staff will occur to obtain buy-in on messaging.

8.3 Graphic Design

CONSULTANT will support development of impactful visuals that grab attention, effectively communicate your message about the master plan in a clear and engaging way and also inform the public. Efforts under this task include drafting and designing 5 double-sided flyers in English and Spanish.

8.4 Virtual Workshop

Tripepi Smith will facilitate a two-hour virtual workshop to gather public feedback, extending the reach of your outreach efforts. Virtual meetings eliminate geographic barriers, allowing anyone with internet access to participate. Additionally, this session will be recorded and posted to your website for future reference. Tripepi Smith will handle all aspects of these workshops, including coordination, technical setup and facilitation.

Task 8 Limitations and Assumptions:

- 1 virtual public engagement two-hour workshop hosted by Tripepi Smith
- Virtual meetings will be conducted via Microsoft Teams or other similar means.
- All deliverables are assumed to be electronic
- Media articles will be up to 500 words
- Up to 24 articles/posts will be provided on social media, including up to 20 thread responses per article.

Task 8 Deliverables:

- Images, article text, social media thread responses (if access is provided) or indirect responses (if access is not provided)

Task 9: Supplemental Survey (Optional)

Following data collection and review, CONSULTANT will perform a gap analysis to determine needed data to complete the storm drain network model. Mark Thomas Associates will provide up to three (3) days of supplemental survey in support of the plan. Survey crews will be dispatched to measure inverts and pipe sizes at key locations to inform the flows of the system. All surveys performed will be under the direction of a Land Surveyor licensed in the State of California. At the conclusion of the survey, digital elevation files will be provided to the City.

Task 9 Limitations and Assumptions:

- All work will be performed within City rights-of-way and/or easements. No work will be performed on private properties.
- City will provide access for all inlets and manhole locations if needed.
- No Stormwater Pollution Prevention Plan (SWPPP) will be required for the pipeline cleaning and inspections.
- Permits, fees and bonds will not be required for monitoring.
- Field work will be performed during regular work hours (M-F, 8 hrs/day maximum).

Task 9 Deliverables:

- Digital elevation files in native file format and related survey plans if needed
- Updated geodatabase with storm drain system data collected during this project.

Task 10: Flow Monitoring (Optional)

CONSULTANT will install temporary flow monitors and analyze collected data within the City's storm drainage system. The flow meters will be installed at strategic locations throughout the system with the goal of capturing flows from the major watershed areas of the City over a one-month period. Eight (8) sites are proposed; four (4) in residential areas, three (3) in commercial areas, and the eighth based on the results of Task 2 and a site reconnaissance.

An allowance of \$49,000.00 is budgeted for the flow monitoring program effort.

Task 10 Limitations and Assumptions:

- All work will be performed within City rights-of-way and/or easements. No work will be performed on private properties.
- City will provide access for all inlets and manhole locations if needed. Simple, low-speed traffic control is included, but traffic control planning and high-speed or complex traffic control is not. If enhanced MPT measures are required, we will discuss the need for activities not included with the City.
- Adequate rainfall will occur during the flow monitoring period for purposes of verification and calibration. Should this not occur, anecdotal information for known flooding will be utilized for verification and calibration will not be conducted.
- City will provide timely review of data and TMs.
- Permits, fees and bonds will not be required for monitoring or will be provided at no fee.
- Site reconnaissance will be limited to top-side investigations to verify manhole location, accessibility, traffic control requirements, and check hydraulic conditions.
- Field work will be performed within a standard shift, scheduled to avoid peak traffic hours and school pick up and drop off times.

Task 10 Deliverables:

- Traffic control planning information and permits for monitoring will be included with the deliverables of Task 2.
- Spreadsheet with raw flow monitoring data.

- Draft and final flow monitoring TM.

Task 11 Pump Station Condition Assessment (Optional)

CONSULTANT will perform up to three (3) days of condition assessment of accessible above-ground pump station assets (not including any sumps, wet wells, or confined space entry). Standard inspection techniques will be used to evaluate structural, mechanical, and electrical for major infrastructure. The condition assessment will evaluate asset conditions (that can be taken offline by the City of Manteca or assessed safely while it is in operation) to identify system deficiencies and will be used to identify capital improvement projects. The assessment team will consist of specialists in structural, mechanical, and electrical disciplines.

It is expected that City staff will provide CONSULTANT with an export from their computerized maintenance management system (CMMS) and, if available, an import template for updating the CMMS with the condition assessment findings. City staff familiar with the infrastructure and equipment will accompany CONSULTANT's assessment team to provide input on maintenance history, reliability issues, and other concerns to be documented during the assessment. Input from operations, maintenance, and/or management staff during the assessment will be critical to understanding and documenting issues that are not evident from the visual inspections and the criticality of each asset and system. CONSULTANT will look for code and safety violations and concerns and will record findings as part of this effort. Prioritized project recommendations will be drafted into the Draft Master Plan in Task 5.

Task 11 Limitations and Assumptions:

- All work will be performed within City rights-of-way and/or easements. No work will be performed on private properties.
- Field work will be performed during regular work hours (M-F, 8 hrs/day maximum).
- Permits, fees and bonds will not be required for the inspections.
- Pump station inspections will be visual in nature.
- Pump station condition assessment excludes corrosion condition assessment, instrumentation condition assessment, and performance testing. These may be recommendations for future work in the capital plan.
- Pump station access will be provided by the City and City staff will accompany the site visits.
- Pump station inspections are assumed to be 8 hours per day for up to three days.

Task 11 Deliverables:

- Condition assessment data in format compatible with City's platform.
- Updated geodatabase with storm drain system data collected during this project.

Task 12 Model Training and Users Guide (Optional)

12.1 Hydraulic Modeling Training

The CONSULTANT will record a training video for asynchronous watching by the City team.

12.2 Hydraulic Model PowerPoint and Handbook

CONSULTANT will develop a PowerPoint presentation describing the model and key elements that should be reviewed and updated by the City in future to have the most significant impact on model performance as new information is obtained. The training will be accompanied by a User's Guide with screenshots of click by click actions to take to make these key edits to the model. Topics will include editing and creating and linking pipes, detention basins or LID BMP features, and pump stations.

Task 12 Limitations and Assumptions:

- Training will be through recorded training videos.

Task 12 Deliverables:

- Hydrologic and hydraulic parameter calculations and GIS files.
- Final hydrologic/hydraulic input model files.
- Final hydrologic/hydraulic model output files.
- Draft hydraulic model development and evaluations technical memorandum.
- Model training presentation, MS Powerpoint and PDF file formats
- Model User Guide, Draft and Final in PDF file formats

Task 13 Review Current Legislation Affecting Stormwater (Optional)

This task is to review current legislation affecting the funding of stormwater and perform any related efforts, as required and directed by the City. Fee for this task will be funded by reduced efforts on other tasks or negotiated separately with the City, if/when authorized.

EXHIBIT B

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

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

CONSULTANTS

By:

[Title]

Millicent Cowley-Crawford
Vice President

EXHIBIT C
Fee Schedule



Fee Estimate
Storm Drain Master Plan
City of Manteca



Task Description	Hours by Classification															Labor	PECE	Printing/ Travel	Subs/ Direct Costs	Subs/ Direct Cost + 10%	Subs and Other Direct Expenses ⁽¹⁾	Estimated Fee						
	Principal-in-Charge	Project Manager	Technical Advisors	Modeling Lead	Design Engineer	Modeling Support	Cost Estimating	Civil Support	Condition Assessment	Funding - Grants/Loans	GIS	Water Quality Compliance	Admin/ Graphics	Total Hours														
	\$379	\$379	\$379	\$293	\$318	\$203	\$379	\$203	\$286	\$182	\$270	\$276	\$163			\$	16.00											
Task 1 - Project Set-Up and Project Management	38	141	85	28	28	56	4	4	16	2	8	8	51	469	\$	148,380	\$	7,504	\$	3,250	\$	36,900	\$	40,590	\$	51,344	\$	199,724
Task 1.1 Project Administration and Schedule	20	22											23	65	\$	19,655	\$	1,040	\$	-	\$	-	\$	-	\$	1,040	\$	20,695
Task 1.2 Kickoff Meeting	6	6	2	2	2								4	22	\$	7,176	\$	352	\$	550	\$	-	\$	-	\$	902	\$	8,078
Task 1.3 Project Coordination and Meetings	8	65	16	26	26	56	4	4	16	2	8	8	24	263	\$	76,500	\$	4,208	\$	1,700	\$	-	\$	-	\$	5,908	\$	82,408
Task 1.4 Quality Control		8	67											75	\$	28,392	\$	1,200	\$	-	\$	-	\$	-	\$	1,200	\$	29,592
Task 1.5 Public and Stakeholder Outreach	4	40												44	\$	16,657	\$	704	\$	1,000	\$	36,900	\$	40,590	\$	42,294	\$	58,951
Task 2: Evaluate Existing Data, Review City Documents, and Condition Assessment	5	33	2	20	8	32	0	24	60	50	50	40	30	354	\$	90,613	\$	5,664	\$	-	\$	100,000	\$	110,000	\$	115,664	\$	206,277
Task 2.1 Data Collection and Document Review	1	4		8	8	16		12		10	10		0	69	\$	16,987	\$	1,104	\$	-	\$	-	\$	-	\$	1,104	\$	18,091
Task 2.2 Prioritization and CCTV Inspection of 3.5 miles City Pipelines		16		8		8			20		16		0	68	\$	20,072	\$	1,088	\$	-	\$	100,000	\$	110,000	\$	111,088	\$	131,160
Task 2.3 Pipe Condition Assessment	2	6	2					12	40		4		6	72	\$	19,720	\$	1,152	\$	-	\$	-	\$	-	\$	1,152	\$	20,872
Task 2.4 GIS Database Updates		1		4		8					20		0	33	\$	8,582	\$	528	\$	-	\$	-	\$	-	\$	528	\$	9,110
Task 2.5 Regulatory Review	1	4										40	16	61	\$	15,529	\$	976	\$	-	\$	-	\$	-	\$	976	\$	16,505
Task 2.6 Funding Summary	1	2								40			8	51	\$	9,722	\$	816	\$	-	\$	-	\$	-	\$	816	\$	10,538
Task 3: Storm Drain Model Development and Execution	2	54	4	106	0	520	0	0	0	0	60	0	16	762	\$	178,094	\$	12,192	\$	-	\$	6,000	\$	6,600	\$	18,792	\$	196,886
Task 3.1 Basin/Hydrologic Parameter Development/Design Storm Recommendation		16		30		240					20		0	306	\$	68,935	\$	4,896	\$	-	\$	6,000	\$	6,600	\$	11,496	\$	80,431
Task 3.2 Hydraulic Model Development		20		40		180					24		0	264	\$	62,296	\$	4,224	\$	-	\$	-	\$	-	\$	4,224	\$	66,520
Task 3.3 Hydraulic Model Validation		2		16		40							0	58	\$	13,562	\$	928	\$	-	\$	-	\$	-	\$	928	\$	14,490
Task 3.4 Hydraulic Modeling Evaluations	2	16	4	20		60					16		16	134	\$	33,301	\$	2,144	\$	-	\$	-	\$	-	\$	2,144	\$	35,445
Task 4: Update FCOC Hydrologic/Hydraulic Model	2	12	8	40	0	62	0	0	0	0	0	0	0	124	\$	32,633	\$	1,984	\$	-	\$	-	\$	-	\$	1,984	\$	34,617
Task 4.1 Update FCOC Hydrologic/Hydraulic Model	2	12	8	40		62								124	\$	32,633	\$	1,984	\$	-	\$	-	\$	-	\$	1,984	\$	34,617
Task 5: Storm Drain Capital Improvements	1	10	2	56	20	0	40	120	0	0	44	0	0	293	\$	79,086	\$	4,688	\$	-	\$	-	\$	-	\$	4,688	\$	83,774
Task 5.1 Develop Recommended Improvements		2		20				40			12		0	74	\$	17,980	\$	1,184	\$	-	\$	-	\$	-	\$	1,184	\$	19,164
Task 5.2 Preliminary Engineering for Recommended Alternatives		4		20				40			8		0	72	\$	17,655	\$	1,152	\$	-	\$	-	\$	-	\$	1,152	\$	18,807
Task 5.3 Develop CIP	1	4	2	16	20		40	40			24		0	147	\$	43,451	\$	2,352	\$	-	\$	-	\$	-	\$	2,352	\$	45,803
Task 6: Storm Drain Master Plan	6	36	12	40	36	100	4	30	76	2	28	32	60	462	\$	119,796	\$	7,392	\$	-	\$	-	\$	-	\$	7,392	\$	127,188
Task 6.1 Draft Storm Drain Master Plan	4	20	8	24	36	60	4	30	60	2	24	24	40	336	\$	87,535	\$	5,376	\$	-	\$	-	\$	-	\$	5,376	\$	92,911
Task 6.2 Final Storm Drain Master Plan	2	16	4	16		40			16		4	8	20	126	\$	32,261	\$	2,016	\$		\$	-	\$	-	\$	2,016	\$	34,277
Task 7: FCOC Master Plan	4	20	8	34	0	36	0	0	0	0	24	0	14	140	\$	38,162	\$	2,240	\$	-	\$	-	\$	-	\$	2,240	\$	40,402
Task 7 FCOC Master Plan	4	20	8	34		36					24		14	140	\$	38,162	\$	2,240	\$		\$	-	\$	-	\$	2,240	\$	40,402
Optional Task 8: Additional Media Engagement	2	11	3	0	0	0	0	0	0	0	0	0	0	16	\$	6,057	\$	256	\$	-	\$	46,000	\$	50,600	\$	50,856	\$	56,913
Task 8.1 Social Media		6	1											7	\$	2,650	\$	112	\$	-	\$	12,000	\$	13,200	\$	13,312	\$	15,962
Task 8.2 Press Releases/News Articles		2	1											3	\$	1,136	\$	48	\$	-	\$	10,000	\$	11,000	\$	11,048	\$	12,184
Task 8.3 Graphic Design		1												1	\$	379	\$	16	\$	-	\$	8,000	\$	8,800	\$	8,816	\$	9,195
Task 8.4 Virtual Workshop	2	2	1											5	\$	1,893	\$	80	\$	-	\$	16,000	\$	17,600	\$	17,680	\$	19,573
Optional Task 9: Supplemental survey	0	8	2	0	0	0	0	8	0	0	16	0	8	42	\$	11,041	\$	672	\$	-	\$	30,000	\$	33,000	\$	33,672	\$	44,713
Task 9.1 Three days of supplemental surveying		8	2					8			16		8	42	\$	11,041	\$	672	\$	-	\$	30,000	\$	33,000	\$	33,672	\$	44,713
Optional Task 10: Flow Monitoring	0	2	4	16	0	64	0	0	0	0	8	0	0	94	\$	22,106	\$	1,504	\$	-	\$	49,000	\$	53,900	\$	55,404	\$	77,510
Task 10.1 Flow Monitoring (8 sites)		2	4	16		64					8			94	\$	22,106	\$	1,504	\$	-	\$	49,000	\$	53,900	\$	55,404	\$	77,510
Optional Task 11: Ten Pump Station Condition Inspections	2	20	4	0	60	0	0	70	80	0	16	0	30	282	\$	75,238	\$	4,512	\$	4,000	\$	-	\$	-	\$	8,512	\$	83,750
Task 11.1 Ten Pump station condition assessments	2	20	4		60			70	80		16		30	282	\$	75,238	\$	4,512	\$	4,000	\$	-	\$	-	\$	8,512	\$	83,750
Optional Task 12: Model Training and User's Guide	2	36	12	90	0	120	0	0	0	0	16	0	80	356	\$	87,048	\$	5,696	\$	300	\$	-	\$	-	\$	5,996	\$	93,044
Task 12.1 Hydraulic model training (video format)	1	20	4	50		80					16		20	191	\$	47,944	\$	3,056	\$	300	\$		\$	-	\$	3,356	\$	51,300
Task 12.2 Electronic hydraulic model handbook	1	16	8	40		40							60	165	\$	39,104	\$	2,640	\$	-	\$		\$	-	\$	2,640	\$	41,744
Optional Task 13: Review Current Legislation Affecting Stormwater	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Task 13.1 Review current legislation affecting stormwater														0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Hours and Fee	58	306	121	324	92	806	48	178	152	54	214	80	171	2,604	\$	686,763	\$	41,664	\$	3,250	\$	142,900	\$	157,190	\$	202,104	\$	888,867
Total Hours and Fee Including Optional Tasks	64	383	146	430	152	990	48	256	232	54	270	80	289	3,394	\$	888,253	\$	54,304	\$	7,550	\$	267,900	\$	294,690	\$	356,544	\$	1,244,797

Notes:

(1) Other direct expenses include mileage traveling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at \$16.00 per hour.

(2) Subconsultant costs include 10% markup

(3) Rates are based on 2025 billing rates; this will be updated when 2026 Fee Schedules become available



CERTIFICATE OF LIABILITY INSURANCE

7/4/2026

DATE (MM/DD/YYYY)

1/6/2026

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, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1472602 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: Allied World Surplus Lines Insurance Company	24319
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22872637 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 2,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 9730570	7/4/2025	7/4/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	Y	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: \$2,000,000; AGGREGATE: \$2,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Storm Drain Master Plan CIP ENG26003. City of Manteca and its officers, officials, employees, and agents are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER**CANCELLATION** See Attachments**22872637**City of Manteca
Attn: Somporn Boonsalat
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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General Liability and Auto Liability include severability of interests. Waiver of subrogation applies to general liability, auto liability, professional liability and workers compensation/employer's liability where allowed by state law and as required by written contract. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium. General Liability, & Workers' Compensation Deductibles: N/A. Auto Liability Deductible: \$10,000. Professional Liability Deductible: \$10,000.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal; and
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.**, or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	
Number of Days Notice:	
30	
All certificate holders where notice of cancellation is required by written contract with the Named Insured	

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 34

NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance; whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)		Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.		Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Section II – Who Is An Insured is amended to

include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these

additional insureds, the following additional

exclusions apply:

"This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

- C.** With respect to the insurance afforded to these additional insureds, the following is added to
Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:
This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
a. The additional insured is a Named Insured under such other insurance; and
b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:
This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
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 this 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.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

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

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.

POLICY NUMBER BAP 9730571
COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

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 changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Zurich American Insurance Company	Endorsement Effective Date: 7/4/2025
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SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured.	Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569

Eff. Date of Pol. 7/4/2025

Exp. Date of Pol. 7/4/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-A CW (12/01)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570
Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13

Insured: Carollo Engineers, Inc.

Policy No: 0313-9010

Policy Effective Date: 7/4/2025

Underwriting Company: Allied World Surplus Lines Insurance Company

VIII. CONDITIONS

N. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The **Company** agrees to waive its right of subrogation against any client of the **Insured** for a **Claim** which is covered by this Policy to the extent that the **Insured** had, prior to such **Claim** having been made and reported to the **Company**, whichever is earliest, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Defense Expenses** paid by the **Company**, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the **First Named Insured**.

