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Addendum No. 2

Date: June 6, 2018
City Project: 17-22B, "RFP for Construction Management Services for North Valley Regional Recycled Water Program – Turlock Component"

Plan holders:

1. Disregard the RFP originally posted to the City's website and substitute it with the attached, revised RFP issued with this Addendum No. 2. Deletions (~~text~~) and additions (text) have been tracked and labeled in the document as changed with Addendum No. 1 ^[ADD. 1] and this Addendum No. 2 ^[ADD. 2].

If you have any questions, please call me at (209) 668-5417 or email at sfremming@turlock.ca.us.

Sincerely,

Stephen Fremming, P.E.
Senior Civil Engineer

ATTACHMENTS: 1) Revised RFP with tracked changes



City of Turlock
Development Services Department
Engineering Division

Request for Proposals

Construction Management Services

for

City Project No. 17-22B “North Valley Regional Recycled Water Program - Turlock Component”

Submit Proposals to:

City of Turlock
Development Services Department
Engineering Division
Attention: Stephen Fremming
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline:

Tuesday, June ~~12~~¹⁹ ^[ADD. 2], 2018
5:00 p.m. PST

Direct questions to:

Stephen Fremming, Senior Civil Engineer
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5417
sfremming@turlock.ca.us

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Background

The purpose of this Request for Proposals (RFP) is to seek proposals from qualified firms to provide construction management (CM) services for City Project No. 17-22B, “North Valley Regional Recycled Water Program - Turlock Component.” Proposals are required to be submitted prior to the date and time listed on the cover sheet of this RFP.

The North Valley Regional Recycled Water Program’s (NVRWP) objective is to convey recycled water treated by the cities of Modesto and Turlock to the Delta Mendota Canal (DMC) for use by the Del Puerto Water District. Construction of the Modesto component of the program has recently been completed and includes the construction of a pump station at the Jennings Road Wastewater Treatment Plant and a pipeline from the new pump station to the DMC. The City of Turlock currently discharges recycled water to the San Joaquin River by way of a pressurized pipeline which conveys recycled water to a concrete standpipe structure located west of the intersection of Harding Road and South Carpenter Road, where it overflows a weir and flows by gravity to a river outfall structure located south of the standpipe and west of the levee. The NVRWP Turlock Component includes the construction of a pipeline and related appurtenances to connect to the Modesto Component upstream at a blind flange installed just south of the newly constructed effluent pump station located at the ~~of the concrete standpipe to the~~ ^[ADD. 1] City of Modesto’s Jennings Road Wastewater Treatment Plant. The pipeline will be constructed in Stanislaus County right of way for South Carpenter Road and West Main Avenue, in the City of Modesto’s right of way on Jennings Road, and within a permanent easement that the City of Turlock has obtained within the Jennings Ranch property adjacent to the Modesto’s Jennings Road Wastewater Treatment Plant.

The project consists of the following components:

- 7.2 miles of 42-inch diameter welded steel or ductile iron pipeline
- Three (3) microtunnels (80’, 60’, and 230’ in length)
- Roadway restoration
- Flow meter vault
- Flow control vault
- Associated mechanical, electrical, and instrumentation equipment

The City entered into an agreement for design and bidding services with Carollo Engineers (“Design Engineer”) in early 2017. Design plans and specifications are complete and the construction project is currently out to bid. Carollo Engineers estimates a construction contract cost of \$27,525,000. Plans and specifications were advertised for public bidding on April 29, 2018 and may be downloaded at no charge from the City’s website at <http://ci.turlock.ca.us/capitalprojects/projectsouttobid>.

The project is funded in part by State Revolving Funds (SRF) and funding and compliance monitoring is administered by the State Water Resources Control Board (SWRCB).

Tentative Project Milestones

Mandatory pre-bid meeting (CM firms not required to attend):	May 9 th and 10 th , 2018 at 1:00 PM
Construction proposals due:	June 12, 2018 before 2:00 PM
CM proposals due:	June 12 19 ^[ADD. 2] , 2018 before 5:00 PM
Potential interviews with CM firms:	Week of June 25-29, 2018
City Council approval of construction, CM, and ESDC agreements:	July 24, 2018
Construction contract execution:	August 21, 2018
Begin construction contract time:	September 3, 2018
Substantial Completion due date:	September 27, 2019 December 26, 2019 ^[ADD. 2]
Final Completion due date:	October 27, 2019 January 25, 2020 ^[ADD. 2]

Scope of Services to be provided by Construction Manager

The scope of services outlined below represents the minimum to be provided by the CM consultant. Proposers are encouraged to suggest additions or modifications to the scope required in this section that will enhance and clarify the scope of work per the proposers experience, knowledge, and expertise. Consultants shall describe their approach to all tasks in the proposed scope of services. While City staff has attempted to direct interested proposers attention to the full scope of CM work in this RFP, CM consultant shall provide all services specified in the construction contract specifications prepared by Carollo Engineers, including all issued addenda, where reference to “Construction Manager” is

made. It is suggested that interested proposers perform a word search of all construction contract specifications to assure that the submitted proposal captures all required work. [ADD.]

^{2]} All requirements of this RFP will be considered as included in the consultant's scope of work of the original contract amount, regardless if consultant includes them in their submitted proposal or not, except where additional tasks described in the proposal supersede or replace the tasks described below. The scope of services provided by the CM consultant shall be provided through the estimated Final Completion due date as indicated in the section above, "Tentative Project Milestones." [ADD. 2]

1. Enter into and provide all required documentation specified in the sample agreement and provide said documentation within two weeks of the approval of the agreement by the City Council.
2. Business License: Obtain a City of Turlock Business license prior to execution of the contract [ADD. 2]. The cost of the business license is fifty cents per thousand dollars in revenue. Business Licenses are obtained through the Finance Division at Turlock City Hall, 156 S. Broadway, Suite 114. Additional information can be found on the City's website at <http://ci.turlock.ca.us/doingbusinessinturlock/businesslicenses/newbusinesslicense.asp>.
3. Web Based Construction Document Software: Provide a web based construction document software program and sufficient licenses for the duration of the project for Owner, Design Engineer, and Contractor, and all others necessary for reviewing, approving, and viewing of construction documentation. The basis of consultant's bid shall be to utilize EADOC, as described in Section 01322, "Web Based Construction Document Management" of the construction project specifications. An alternative software may be proposed to be used by the CM consultant, provided that it meets or exceeds the capabilities of the software described in Section 01322. An alternative software may only be approved by the Owner. The CM consultant must identify the software proposed for use as well as itemize the cost of the software in the fee breakdown. The CM consultant shall arrange and pay for the software for the duration of time life of the project as part of the original agreement between the successful consultant and the City.
4. Perform duties of "Construction Manager" in contract specifications: The successful consultant shall assume all responsibility for performing the work described to be performed by the "Construction Manager" in the contract documents. Prospective consultants shall be responsible to check for addenda issued during the bidding process for the construction project and resulting proposals must include all CM

work described in addenda at the time construction proposals are due to be submitted.

5. Contract Administration Manual: Prepare a contract administration manual which establishes procedures for administration of the construction contract. The manual must be consistent with the project specifications.
6. Project Meetings: Lead and document a pre-construction meeting, in coordination with the Design Engineer. Lead and document regularly scheduled construction progress meeting. Meetings shall be held as per Section 01312, "Project Meetings," of the construction project specifications.
- ~~6-7.~~ Project Partnering: Construction Manager shall attend and participate in project partnering meetings as specified in Section 01305, "Project Partnering" of the construction project specifications. ^[ADD. 2]
- ~~7-8.~~ Notification to Property Owners: Draft and send letters to all property owners within 1,000 feet of the proposed pipeline alignment which provides basic project information, estimated start and completion dates, contact information, and a summary of traffic impacts. This letter should be sent out a minimum of one month before work activities begin that affect local access or existing traffic patterns.
- ~~8-9.~~ Escrow Bid Documents Review: Schedule the escrow bid document review meeting, lead the review of documents for conformance with specifications, and provide escrow services for storing the documents as described in the construction project specifications section 00823 "Escrow Bid Documents."
- ~~9-10.~~ Review Photographic and Video Documentation: Contractor is required to provide photographic and video documentation per Section 01340 of the contract specifications. CM consultant shall review contractor's performance in pursuing this work and shall advise contractor of any deficiencies.
- ~~10-11.~~ Full-Time Inspection: Provide full-time field inspection of the work in progress on the site for conformance with the project plans and specifications with skilled and professional personnel. This task includes monitoring all construction work and documenting the work. Daily written reports shall be maintained. Change order work shall be tracked and recorded on a Force Account basis, except when the cost of change order work has been approved as a lump sum amount prior to any change order work performed. This task includes daily inspection of temporary traffic control devices placed by the contractor for conformance with the approved temporary traffic control plan.
12. Structural Observation: Provide structural observation by a registered professional engineer of structures as designated in Section 01455, "Special Tests and Inspections" of the construction project specifications. ^[ADD. 2]

~~11.13.~~ Observe and Report on Contractor's Compliance with Work Restrictions:

Fully understand and advise the contractor of any violations observed with regards to the contractor's restrictions as delineated in Section 01140, "Work Restrictions," and Volume 4 of the contract documents, which contains permits and permit conditions from various governmental regulatory agencies. Construction manager shall establish and maintain communication with City staff, City's hired biological monitoring consultant, Design Engineer, and construction contractor in following the work restrictions in place for this contract.

~~12.14.~~ Monthly progress reports: Provide monthly progress reports to the owner in writing. Progress reports should include the following information, at a minimum: Original contract cost, current contract cost, accepted pay requests, contract start date, original substantial completion due date, current substantial completion due date, percent of schedule elapsed, current critical path work items, cost of change orders approved to date, cost of pending change orders, design changes issued to date, description of disputes and claims pending or in process, listing of failed materials testing results and resulting correction or planned corrections, description of work completed or in progress during the reporting month, items of work to be performed by contractor in the next month, and ten to thirty photos of construction work completed or in progress during the reporting month with captions describing the work.

~~13.15.~~ Stormwater Pollution Prevention: Perform all duties of Construction Manager identified in Section 01355A of the project specifications, including review of Permit Registration Documents, review reports submitted by the contractor in connection with the Construction General Permit, and review effectiveness of Best Management Practices (BMPs) placed by contractor and advise contractor of any BMP deficiencies noted while inspecting the work.

~~14.16.~~ Inspect use of private property for dewatering: Inspect contractor's activities on private land for dewatering operations (see specification section 00240) and maintain project records for purposes of assuring the work contractor performs is consistent with the landowner agreement(s) entered into by the construction contractor. Consultant shall assume that the contractor will enter into agreements with all private land owners identified in the bid documents.

~~15.17.~~ Materials Testing and Special Inspection: Provide construction materials testing and special inspection services for quality assurance purposes. All testing shall be performed under the direct supervision and control of a qualified registered professional engineer employed by the firm providing these services. The testing firm shall upload reports to the aforementioned web based construction documentation software. Testing, sampling, and inspection reports may be

handwritten or typed, but must be legible. A final report shall be provided within 30 days of the Notice of Completion of the project that includes a typed cover letter stamped and signed by the engineer, a typed summary page of all testing results, and copies of all field reports, field test reports, and lab test results and reports. Refer to section 01450 of the specifications for additional materials testing requirements. References to “Owner’s independent testing firm” in the project specifications is the materials testing to be provided by the construction manager under the CM scope of work. The construction contractor will provide some testing services as indicated in the construction contract specifications. Addendum No. 1 to the construction contract is estimated to be issued the week of May 14th – 18th, and will reduce the testing requirements of the contractor, which will be required to be provided under the CM contract. Proposers for the CM contract shall familiarize themselves and be aware of all testing requirements specified in the construction contract specifications in the preparation of a proposal.

- ~~16.~~18. Coordination with Design Engineer: Assist the Design Engineer and contractor with general coordination of submittals, RFIs, design clarifications, and Design Engineers’ responses.
- ~~17.~~19. Coordination for Special Engineering Inspections: Act as liaison between the Contractor and the Design Engineer for scheduling critical special inspections by the Design Engineer relating to structural, mechanical, electrical, and instrumentation, as described in the construction project contract documents.
- ~~18.~~20. Coordination with Utility Owners: The scope of construction work includes work near existing utilities, crossing irrigation pipes and drainage culverts maintained by the Turlock Irrigation District and private property owners, as well as relocation of buried cable owned by AT&T California. The CM consultant shall provide general coordination with the construction contractor and affected utility owners in the pursuit of the work.
- ~~19.~~21. Project Records: Maintain detailed project records including inspection reports, photos, measurement of quantities, submittal logs, RFI logs, meeting minutes, and log decisions. Change order work shall be tracked and recorded on a Force Account basis, except when the cost of change order work has been approved as a lump sum amount prior to any change order work performed.
- ~~20.~~22. Review Schedules: Review and approve the construction baseline schedule and other schedules required to be submitted by the construction contractor per the project specifications. Monitor contractor’s progress of the approved baseline schedule. Review baseline schedule updates and require recovery schedules as may be required in the progress of the work.

- ~~21-23.~~ Review Quantities and Invoices: Review construction contractor's invoices on a monthly basis and provide recommendation to City for payment based on quantities placed and materials or equipment purchased and stored.
- ~~22-24.~~ Change Orders: Document, review, and comment on change order requests and contract change orders. Provide assessment of schedule impacts and potential contractor delays. Provide recommendation for Owner's action on potential change orders. Change orders are only approved by the City Council.
- ~~23-25.~~ Claims: Maintain notes and documents to support Owner and Design Engineer during claims proceedings. Include a separate task and an allowance in the amount of \$10,000 to analyze, coordinate, administer, and make recommendations regarding potential claims.
- ~~24-26.~~ Labor Compliance Monitoring: Provide labor compliance monitoring activities required by SRF requirements, as described in the project specifications. Included in CM scope of work is registration of the project with the Department of Industrial Relations (DIR), and review of contractor submitted Certified Payroll Reports, and conducting contractor employee interviews to determine employee's understanding of their labor classification, wages, and equal employment opportunity information. Interviews shall be performed by CM consultant once per trade per month. The consultant shall maintain a record of all certified payroll records submitted by the contractor and safeguard the information to the maximum extent permitted by law. While the City of Turlock is the recipient of the funds and the responsible party to directly communicate with water board staff assigned to administer SRF projects, the scope of work of the CM contract shall include the preparation of all information for use by City staff necessary to comply with SRF reporting as relates to construction of the project.
- ~~25-27.~~ Record Drawings: Monitor and assure Contractor's recording of field changes to the record drawings and specifications. Review record documents submitted by the Contractor.
- ~~26-28.~~ Final inspections and Recommendation to Accept the Work: Inspect the work for substantial completeness and final completion. Issue punchlists. Recommend final acceptance of the project upon completion of all punchlist items.

Scope of Services to be provided by others

City staff will seek the City Council's approval to amend the existing agreement with Carollo Engineers to provide Engineering Services During Construction (ESDC) at the same time as award of the construction contract and the agreement for CM services. The detailed

ESDC scope is included in Appendix B. Note that the ESDC proposal will be amended prior to execution of an agreement to omit Task 2.6, “Review of Change Orders,” as this will be a service provided solely by the CM firm. ESDC includes, in general, the following items:

- Attend the pre-construction meeting
- Prepare conformed drawings and specifications and print hard copies for Contractor, City, and CM consultant use
- Attend construction progress meetings
- Provide submittal and shop drawing review
- Respond to Requests for Information (RFI), in coordination with the construction manager
- Provide specialty structural, electrical, process, and instrumentation inspections as needed
- Provide tunneling engineer services as described in Tasks 1-4 in the attachment to the ESDC proposal (Appendix B). Note that optional task 5, “Trenchless Construction Observations” was not selected and is excluded from the scope of their work.
- Prepare O&M manual
- Assist with startup of new facilities
- Conduct operations training
- Prepare record drawings

City staff shall perform the following functions for the project:

- General support, available data records, and assistance as required.
- Direct communication with state water board staff for SRF funding or other compliance issues.
- Direct communication with regulatory agencies where permits are held in City’s name (not including City of Modesto or Stanislaus County for encroachment permits)
- Enter information required of the Legally Responsible Person (LRP) into the Stormwater Multiple Application and Report Tracking System (SMARTS) to comply with Construction General Permit requirements.
- Attend project meetings.

- Provide information related to City's operations and maintenance of the Harding Drain Bypass pump station, pipeline, and plant operation, as necessary for contractor to perform the work and the CM consultant to perform its duties related thereto.
- Prepare staff reports for the City Council for approval of all Contract Change Orders and the Notice of Completion.
- Provide final approval and arrange payment with the City's Finance Division for construction contractor payments.
- The City of Turlock (City) is required to implement biological monitoring and mitigation measures prior to and during construction in accordance with the Project's Environmental Impact Report/Statement (EIR/EIS) as described in Volume 4 of the construction contract documents. Biological monitoring and reporting will be provided by Horizon Water and Environment under separate contract to the City. Biological monitoring activities include pre-construction surveys for special status plants, elderberry plants, giant garter snake, western pond turtle, burrowing owl, tricolored blackbird, Swainson's Hawk, White-tailed Kite, non-listed raptors (such as Red Tailed Hawk), and San Joaquin Kit Fox. The CM consultant shall be familiar with the work restrictions and protected biological resources and coordinate as necessary with Horizon Water and Environment and the contractor in the performance of biological monitoring work.

In addition to construction of the work, the construction contractor will provide the following:

- Field Office for CM: Temporary office space, office furniture, phone and data, and computers will be provided by the construction contractor for CM consultant's use as per Section 01500 of the project specifications. The location of the office shall be determined at a future time, though it will be located at some point along the alignment of the proposed pipeline.
- SWPPP: The construction contractor will retain a QSD and QSP to prepare the SWPPP and perform work related to the Construction General Permit as outlined in section 01355A, "Stormwater Pollution Prevention Construction Activities: Best Management Practices."
- Permits: The construction contractor will be required to obtain all permits required to perform the work not already covered under permits included in Volume 4 of the contract documents.

Proposal Submittal Requirements

Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. No amendment, addendum, or modification will be accepted to a proposal after the deadline for the submission of proposals. A public opening of proposals will not be held.

Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. The consultants shall hand-deliver or mail three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to the City at the address listed on the front page of the RFP so that the proposal is received no later than the date and time specified. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected. All materials submitted will become property of the City and returned only at the City's option.

Proposals are limited to twenty pages, though employee resumes may be attached as an appendix that does not count against the twenty page limit.

Each proposal must contain a statement of qualifications that includes the following information:

- General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work.
- Background – Provide a narrative background of the company and its organization.
- Services – Provide a list of available services provided by the firm.
- Experience – Describe the experience of the firm. Specifically note experience as construction manager in the following areas:
 - ~~Wastewater treatment construction and expansion projects~~ Pipeline projects
[ADD. 1]
 - Teaming with the owner, engineer, and contractor

- Maintaining cooperative atmosphere and attitude with contractor
 - Coordinating between the contractor and plant operators regarding shut down constraints
 - Construction general permit
 - Regulatory agencies
 - Timely contract close out
- Public Agencies – Include narrative description of experience with public agencies.
 - References – Provide three or more references for three or more separate projects that can supply information on the quality of CM services provided by your firm within the last five (5) years. Provide the name or title of the projects, the location of the projects, the name of the contracting agencies, the total project budget, a brief project description, and agency contact information.
 - Pending Claims and Litigation – The consultant shall provide a statement of all claims/litigation (pending as well as finalized) the consultant has been involved with in the past five (5) years.

In addition to the general qualifications described above, each proposal must include a detailed scope of services that includes the following information:

- Describe the firm's concept of the role of construction manager and how that role is implemented in projects designed by your firm and in projects designed by other firms
- Provide a detailed scope of services to be provided
- Describe the approach for completing the scope of services
- Identify the key employees that will make up the CM team and describe qualifications of said team. The team shall remain consistent throughout the life of the project, except due to termination of employment, or if required by the City due to failure to perform the scope of the contract.
- Describe the methods and practices used to mitigate unreasonable construction costs and schedule overruns
- Describe the method of project status reporting including the web based construction management software proposed to be utilized.
- Labor Estimate – Provide the estimated number of personnel hours, broken down by task and job title, that your firm will engage in to complete the scope of services. This estimate should be displayed in the form of a table which identifies key tasks to be

performed by various employees' job titles. Do not include hourly rates or extended costs in the labor estimate table.

- **Fees** – In a separately sealed envelope, extend the cost of each task to be performed by each job title in the labor estimate with the respective hourly rate. Break down the fee by in-house labor and subcontractor fees. Include any direct or indirect costs not covered in the hourly rates of employees, and clearly indicate the not to exceed cost of the work. The contract price shall be based on a lump sum, not to exceed cost. The selected consultant will not be allowed to update hourly rates of staff for the life of the project. Clearly identify any optional tasks that are not included in the base fee.

Each proposal must identify any sub consultants to provide services for the project and include a brief statement of qualifications for each sub consultant.

Concerns or exceptions to the requirements described in this RFP may be made in a clearly labeled subsection and specifically identifies concerns or exceptions to the scope of services or the proposed agreement form (see Appendix A). If no exceptions are stated, it is assumed that the consultant understands all of the requirements of the RFP and agreement attached hereto and takes no exceptions to them.

Requests for Information (RFI) must be in writing and directed to the contact person specified on the front page of this RFP. If the City determines that a response to a RFI is necessary for clarification, a response will be issued in writing via an addendum emailed to those listed as a “planholder” on the City’s website. In order to receive notification of addenda, potential proposers must have downloaded the RFP from the City’s website and selected the option to be placed on the planholder’s list. (See <http://ci.turlock.ca.us/capitalprojects/projectsouttobid>). The City will not respond to a RFI received less than ninety six (96) hours prior to the proposal submission deadline.

Selection Criteria

It is the City’s intention to select one firm that has sufficient expertise to complete the CM scope of work. However, the City reserves the right to reject all proposals.

City staff will exercise discretion and judgment in evaluating proposals based on the following factors:

- a. Demonstrated qualifications, competence, abilities, and knowledge of personnel assigned
- b. Experience of the Consultant to provide the specified services
- c. Record of the Consultant in accomplishing similar work within budget
- d. Completeness of proposal
- e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.]
- f. Consultant Fees

City staff will use the above criteria for purposes of identifying top ranking proposals. City staff may hold interviews with top ranking consultants at the sole discretion of City staff to gain further insight into the consultant's capabilities for the purpose of making a recommendation to the City Council to approve the agreement. The interviews, if held, are to be attended by representatives of the City as well as the consultant's team proposed for the project.

Agreement for Special Services (Sample)

The successful proposer will be required to enter into an Agreement for Special Services with the City of Turlock. A proposed agreement enumerating the terms and conditions of the agreement is attached below as Appendix A. Proposers must specifically note any exceptions to the language of the sample agreement in writing in the proposal. Exhibit A to the agreement shall consist of the contractor's proposal. Exhibit B to the agreement shall consist of this RFP document, excluding Appendix A and B.

Requests for Information

Submit requests for information in writing to the contact listed on the cover page of the RFP. Requests for information may not be considered if submitted after 5:00 PM on June 12, 2018.
[ADD. 2]

Appendix A

Agreement for Special Services (Sample)



AGREEMENT FOR SPECIAL SERVICES
between
THE CITY OF TURLOCK
and

for
CONSTRUCTION MANAGEMENT SERVICES
CITY PROJECT NO. 17-22B

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and _____, a _____, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for construction management services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A and Exhibit B. CONSULTANT shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit _ as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit _ and Exhibit B for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed _____ and No/100ths Dollars (\$_____). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective _____ and end _____, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) Auto Insurance: CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Builder's Risk Insurance: ~~Upon commencement of construction and with approval of City, CONSULTANT shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. CONSULTANT shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.~~ Not applicable. [ADD. 2]

(e) Contractors Pollution Insurance: ~~Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.~~ Not applicable. [ADD. 2]

(f) Professional Liability Insurance: When applicable, CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any

policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(g) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(h) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(i) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

(j) Verification of Coverage: CONSULTANT shall furnish 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 City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(k) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(l) Subcontractors: CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(m) Surety Bonds: ~~CONSULTANT shall provide a Performance Bond and a Payment Bond.~~ Not applicable ^[ADD. 2]

7. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONSULTANT (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONSULTANT shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create

an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The

termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to

insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become

desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: _____

PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
 ATTN: NATHAN BRAY
 ENGINEERING DIVISION
 156 SOUTH BROADWAY, SUITE 150
 TURLOCK, CALIFORNIA 95380-5454
 PHONE: (209) 668-5520
 FAX: (209) 668-5563

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Stephen Fremming
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____

Gary Soiseth, Mayor

or

Robert A. Talloni, Interim City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Nathan Bray, P.E., Interim Development
Services Director/City Engineer

APPROVED AS TO FORM:

By: _____

Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____

Jennifer Land, City Clerk

Appendix B

Scope of Engineering Services During Construction

EXHIBIT A
SCOPE OF WORK
NORTH VALLEY REGIONAL RECYCLED WATER PIPELINE PROJECT
ENGINEERING SERVICES DURING CONSTRUCTION

Project Background

This scope of work identifies engineering services to be provided during construction of the City of Turlock's (CITY) North Valley Regional Recycled Water Pipeline Project (Project). The Project includes construction of a 42-inch diameter pipeline from Turlock's Harding Drain standpipe structure to Modesto's Jennings Road Treatment Plant Effluent Pump Station and other supporting facilities. Public bidding of the construction project is scheduled to begin March of 2018. The construction project schedule is assumed to be 20 months from the notice to proceed through completion. This assumes 18 months for construction and 2 months for project closeout. This scope of work assumes construction management services are provided by a third party Construction Manager and the City will utilize EADOC for document control during construction.

Scope of Work

Task 1: Project Management

Task 1.1 - Project Administration

Carollo (CONSULTANT) will provide project administration and management necessary to perform planning, execution, monitoring, sub-consultant coordination, and reporting of the Project. Carollo will prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during that billing period.

Deliverables:

- Monthly progress reports and budget summary.

Task 2.0 – Engineering Services during Construction

Task 2.1 - Meetings

Carollo will attend the project partnering meetings, the weekly construction meetings, and conduct two tele-conference calls per month. It is assumed the Construction Manager will schedule, administer, and prepare meeting notes for the weekly meetings and Carollo's engineering staff will not attend every weekly construction meeting.

Assumptions:

- Carollo will attend one pre-construction meeting, six (6) partnering meetings and forty (40) weekly progress meetings during the duration of construction. We have budgeted 6 hours per visit including travel time to and from Carollo's Walnut Creek office.
- Carollo will conduct two tele-conference calls per month.
- The project schedule is assumed to be 20 months from the notice to proceed through completion. This assumes 18 months for construction and 2 months for project closeout.

Deliverables:

- Carollo will prepare meeting minutes for the bi-monthly tele-conference calls depending on the subject matter discussed.

Task 2.2 – Design Engineer Site Visits

Carollo's technical staff, including pipeline, structural, electrical and instrumentation engineers will conduct periodic site visits during construction to review progress, address technical concerns, and coordinate with the construction manager.

Assumptions:

- We have budgeted twelve (12) site visits at 8 hours per visit.

Task 2.3 – Respond to Contractor's Requests for Information (RFIs)

Carollo will respond to Contractor's RFIs during construction of the Project. This scope also assumes the construction manager will consider and evaluate validity of RFIs, questions, and modification requests prior to forwarding them to Carollo.

Assumptions:

- We have budgeted a total of 140 RFIs and an average review time of 6 hours per RFI response.

Deliverables:

- Responses to Contractor RFIs.

Task 2.4 – Submittal Review

Carollo will review and respond to product submittals and shop drawing submittals from the Contractor forwarded by the construction manager. Review comments will be returned to the construction manager for processing and distribution to the Contractor and other parties.

This scope also assumes the construction manager will perform preliminary review of shop drawings to confirm format and presentation meet the requirements of the contract documents. Construction manager will be responsible for review of all of the Contractor's construction management related submittals including Contractor's schedules, schedule of values, and progress payment requests.

Assumptions:

- We have budgeted for 110 initial submittals and an average of 6 hours of engineering time per shop drawing and 60 shop drawing resubmittals and an average of 4 hours per shop drawing resubmittal.

Deliverables:

- Responses to Contractor submittals.

Task 2.5 – Design Changes

Carollo will develop design changes throughout the project construction to address contractor questions, requests for information, changed field conditions, or other.

Assumptions:

- We have budgeted for 10 design changes at 24 hours per design change.

Deliverables:

- Drawings and specification revisions for design changes.

Task 2.6 - Review of Change Orders

As part of this subtask, Carollo will review changes in project scope or project time, whether initiated by Contractor, City, or Carollo. Review time includes time to review Contractor-furnished supporting information, discussions with Contractor and City representative in the field and preparation of technical documents (supplemental drawings, specifications, etc.) to assist the construction manager with the preparation of the change order. This scope assumes the construction manager will be responsible for incorporating Carollo's technical documents into change order documents for the City's approval prior to issuing them to the Contractor.

Assumptions:

- This scope assumes a total of 8 change orders will be issued and each review will require 16 hours of review time.

Deliverables:

- Comments on change orders.

Task 2.7 - Monument Preservation and On-call Surveying

Carollo's subconsultant O'Dell will provide survey monument preservation and on-call surveying assistance as defined by the following sub-tasks.

Task 2.7.1: Survey Monument Preservation

- Prior to construction, perform a field survey to locate monuments that may be disturbed by construction. For each monument, establish at least four (4) durable reference points and collect measurements sufficient to replace the monument if it is destroyed. Any two (2) reference points will be sufficient for replacement.
- Prepare and submit a Corner Record to Stanislaus County.
- After construction activities are completed, confirm if monuments have been disturbed. All disturbed monuments will be replaced in their original location. The replacement monument will be of a type approved by the appropriate local, state or federal agency.
- Prepare and submit a Corner Record to Stanislaus County for monuments replaced after construction.

Deliverables:

- Electronic copies of corner records in PDF format.
- Letter signed by a California licensed surveyor verifying that all monuments have been preserved or replaced as required.

Task 2.7.2: On-Call Survey Support

- O'Dell Engineering will provide any surveying support services needed on an on-call basis. The scope of work and deliverables will be approved at the time of the request by the Owner.

Task 2.8 – Prepare Punch List

When the project has reached substantial completion, Carollo discipline staff including the project manager, project engineer, structural engineer, and electrical engineer will walk the project site in the presence of the City staff and Contractor and establish a list of items to be completed. This list will be issued as an attachment to the "Certificate of Substantial Completion."

Deliverables:

- Punch list following substantial completion in Excel format.

Task 3.0 – Operations and Maintenance Manual Update

Task 3.1 – Operations and Maintenance Manual Update

Carollo will update the Harding Drain Pump Station Operations and Maintenance (O&M) manual to include the new facilities installed as part of this Project.

The new facilities include:

- The 42-inch pipeline from the City of Turlock's outfall site to the City of Modesto's Effluent Pump Station.
- Isolation valves
- Blow off valves to allow pipeline shutdown.
- Flow control valves located at the City of Modesto's Effluent Pump Station.
- SCADA control systems located at the outfall site and effluent pump station.
- Other ancillary facilities.

Deliverables:

- O&M manual updates in PDF and hard-copy format. This scope provides for printing of 5 copies of the O&M manual sections updated for the project.

Task 4.0 – Record Drawings

Task 4.1 – Record Drawings

The Contractor is required to provide the City and construction manager a final set of marked-up record (as-built) drawings. After substantial completion, Carollo will review the final version of the Contractor's record (as-built) drawings compiled by the construction manager. Carollo will then prepare a set of record drawings based on the Contractor's mark-ups in electronic format and deliver the electronic documents to the City. Record drawings will be prepared using Carollo's standard record drawing format. It is assumed that Carollo will rely solely on markups prepared by the Contractor and construction manager to perform this work.

Deliverables:

- Carollo will develop electronic drawings and specifications of the Record Drawings. Carollo will provide 1 full size (22" x 34") record drawing set and four (4) half sized sets (11"x17") of the record drawings and specifications.

Time of Performance:

The engineering services during construction are assumed to start in March of 2018 and continue for a period of 20 months. The 20 month duration is based on 18 months of construction (NTP through final completion) and 2 additional months for completion of record drawings and project close-out.